Framework: Collaborative Delivery Framework
Supplier: BAM Nuttall Ltd
Company Number: 00305189

Geographical Area: [redacted]
Contract Name: [redacted] 5 - Darlingtons Heritage Railway Quarter ESE
Project Number: [redacted]

Contract Type: [redacted]
Option: Option E

Contract Number:

Stage: Construction

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Skerne 2025 - Darlingtons Heritage Railway Quarter ESE

Project Number [redacted]

This contract is made on
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 and Framework Agreement Extension dated and signed 1st April 2023 between the *Client* and the *Contractor* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference

- Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.

- The following documents are incorporated into this contract by reference
NEC4 Scope Skerne 2025 – Darlington's Railway Heritage Quarter Version 3 Skerne 2025 -
Preconstruction Information v3.0

Part One - Data provided by the *Client*

Statements given in all Contracts

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and the secondary Options of the NEC4 Engineering and Construction Contract June 2017.

Main Option: Option E

Option for resolving and avoiding disputes: W2

Secondary Options

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X15: *Contractor's* design

X18 Limitation of Liability

X20: Key Performance Indicators

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

Z: *Additional conditions of contract*

The *works* are

Skerne 2025 - Darlington's Railway Heritage Quarter Early Supplier Engagement during the SOC to FBC process

[redacted]

The Scope is in
Skerne 2025 - Darlington's Railway Heritage Quarter Version 3.0

The Site Information is in
Skerne 2025 - Preconstruction Information v2.0

The *boundaries of the site* are
Skerne 2025 - Preconstruction Information v2.0

The *language of the contract* is English

The *law of the contract* is
the law *of England and Wales, subject to the jurisdiction of the courts of England and Wales*

The period for reply is 2 weeks

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The *Contractor's* main responsibilities

The *key dates* and *conditions* to be met are *condition* to be met	*key date*
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than 4 weeks

3 Time

The *starting date* is 06 May 2024

The *access dates* are part of the Site	date
aSite	06 May 2024
FastDraft	06 May 2024
CDC	06 May 2024
Project Team SharePoint	06 May 2024
Site access	06 May 2024

The *Contractor* submits revised programmes at intervals no longer than 4 weeks

The *Completion Date* for the whole of the *works* is 31 October 2024

The *Client* is willing to take over the *works* before the Completion Date

The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is 4 weeks

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality plan is 4 weeks

The period between Completion of the whole of the *works* and the *defects date* is 52 weeks

The *defect correction period* is 2 weeks except that
- The *defect correction period* for is 24 Hours
- The *defect correction period* for is

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is [redacted]

The *interest rate* is 2.00% per annum (not less than 2) above the Base rate of the Bank of England

6 Compensation events

The place where weather is to be recorded is Met Office Weather Station Ravensworth

The *weather measurements* to be recorder for each calendar month are
- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

1.
2.
3.
4.
5.

The *weather measurements* are supplied by Met Office
The *weather data* are the records of past weather measurement for each calendar month which were recorded at Ravensworth
and which are available from Met Office

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

Jan	Jul
Feb	Aug
Mar	Sep
Apr	Oct
May	Nov
Jun	Dec

These are additional compensation events

1. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1 'not used'

2 'not used'

3 'not used'

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor)* arising from or in connection with the *Contractor* Providing the Works for any one event is

£15,000,000

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

not less than the amount required by law

The insurance against loss of or damage to the *works,* Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is

Address for communications

Address for electronic communications 'to be confirmed'

The *Adjudicator nominating body* is The Institution of Civil Engineers

Z Clauses

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:
"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the *Contractor*. Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the *Contractor*.
Delete 'The' At start of clause 63.1 and replace with:
"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the..."

Z 4 The Schedule of Cost Components

The Schedule of Cost Components is as detailed in the Framework Schedule 9.

Z 6 Payment for Work

Delete existing clause 11.2 (31) and replace with:
"11.2 (31) The Price for Work Done to Date is the total Defined Cost which the *Project Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee. In all instances and circumstances the Price for Work Done to Date shall not exceed the forecast for the same as provided under clause 20.4."

Z10 Payments to subcontractors, sub consultants and

Subcontractors
The *Contractor* will use the NEC4 contract on all subcontracts for works unless another alternative and appropriate form is proposed and agreed in accordance with clause 26.3.
Payment to subcontractors will be 28 days from the assessment date.
If the *Contractor* does not achieve payments within these timescales then the Client reserves the right to delay payments to the Contractor in respect of subcontracted work, services or goods.
Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

Z16 Disallowed Costs

Add the following bullets to clause 11.2 (26) Disallowed costs
• was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.
• was incurred as a result of the client issuing a Yellow or Red Card to prepare a Performance Improvement Plan.
• was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

Z19 Linked contracts

Delays and additional cost on this contract resulting from the *Contractor's* fault or error on a previous contract on this project or programme will be a Disallowable cost under this contract and not be a Compensation event under this contract.

Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:
The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Project Manager's* certificate.
Delete existing clause 51.2:
51.2 Each certified payment is made by the later of
• one week after the paying Party receives an invoice from the other Party and
• three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.
If a certified payment is late, or if a payment is late because the *Project Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following
Insurance certificates are to be submitted to the Client on an annual basis.

Z30 Material Price Volatility

The *Client* recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 31 March 2024 the *Client* will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.

Z30.1 Defined terms

a) The Latest Index (L) is the latest index as issued by the *Client*. The L, which is at the discretion of the *Client*, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.
b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.
c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.

Z30.2 Price Volatility Provision

Through a Compensation Event the *Client* shall pay the PVP. PVP is calculated as:
Assessment x MF x L = PVP

If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the *Client*. The PVP calculated at the last assessment before 30 June 2023 is used for calculating the price increase after that date.

Z30.3 Price Increase

Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.

Z30.4 Compensation Events

The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31 July 2021	In period costs only	No
31 August 2021	In period costs only	No
30 September 2021	In period costs only	No
31 October 2021	In period costs only	No
30 November 2021	In period costs only	No
31 December 2021	In period costs only	No
31 January 2022	In period costs only	No
28 February 2022	In period costs only	No
31 March 2022	In period costs only	No
30 April 2022	In period costs only	No
31 May 2022	In period costs only	No
30 June 2022	In period costs only	No
31 July 2022	In period costs only	No
31 August 2022	In period costs only	No
30 September 2022	In period costs only	No
31 October 2022	In period costs only	No
30 November 2022	In period costs only	No
31 December 2022	In period costs only	No
31 January 2023	In period costs only	No
28 February 2023	In period costs only	No
31 March 2023	In period costs only	No
30 April 2023	In period costs only	No
31 May 2023	In period costs only	No

30 June 2023	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using
- the Defined Cost at *base date* levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the *base date* by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Z31 ECC – Price Adjustment for Inflation

The *Client* recognises the ongoing pricing uncertainty with regards to inflation. The *Client* will mitigate this uncertainty through this clause.

Z31.1 Defined terms:

a) The index is Office for National Statistics (ONS) CPI (UK, 2015=100).
b) The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date.
c) The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due.
d) The Price Adjustment Factor (PAF) at each date of assessment of an amount due is 0.9((L-B)/B).

Z31.2 Application rules.

The provisions of this clause [Z31] shall apply provided that:

a) The Price for Work Done to Date is less than or equal to the total of the Prices
and
b) Inflation remains positive i.e. L is greater than B.

Z31.3 Price Adjustment Factor.

If an index is changed after it has been used in calculating a PAF, the calculation is not changed. The PAF calculated at the last assessment date before the Completion Date for the whole of the *works* is used for calculating an amount for price adjustment after that date.

Z31.4 Price adjustment Options A and B.
NOT USED

Z31.5 Price adjustment Options C and D.

Each time the amount due is assessed, an amount for price adjustment is added to the total of the Prices which is the change in the Price for Work Done to Date since the last assessment of the amount due multiplied by (PAF/(1+PAF)).

Z31.6 Compensation events.
NOT USED

Z111 ECC - Fee adjustment for non compliance with Scope

Delete existing 11.2 (10) and replace with the following clause

The Fee is the amount calculated by applying the *fee percentage* to the Defined Cost excluding the cost of Sub-contractors that have not complied with procurement by best value processes as defined in the Scope. 80% of the *fee percentage* is applied to the amount of the Defined Cost for Sub-contractors that have not complied with procurement by best value processes as defined in the Scope.

Z120 ECC – Carbon reduction

Ref. (Clause No.)	Clause words
11.2 Definitions	Add as Clause 11.2(36) (36) The Performance Table states the targets the *Contractor* is to achieve in Providing the Works and sets out the adjustment to payment if a measured performance is higher, the same or lower than its target. The Performance Table is the *performance table* unless later changed in accordance with the contract.
15.1 Early Warnings	In Clause 15.1 add as a new bullet between the second and third bullet: "• result in a target in the Performance Table not being met,"
Performance Measurements	
57	Add as Clause 57:
57.1	'From the *starting date* until the Completion Date, the *Contractor* reports to the *Project Manager* its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the *Contractor's* performance against a target in the Performance Table is not achieving or is forecast not to achieve the performance target stated, it submits to the *Project Manager* for acceptance its proposals for improving performance. A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target in the Performance Table.
57.3	At the dates stated in the Performance Table, • if the relevant performance does not meet the target stated in the Performance Table, the *Contractor* pays the amount stated in the Performance Table, • if the relevant performance exceeds or meets the target stated in the Performance Table, the *Contractor* is paid the amount stated in the Performance Table.
57.4	Information in the Performance Table is not Scope.
X18	X18.5 add as a new bullet after the fourth bullet: • low performance damages if the Performance Table applies

The *performance table* is ECC-carbon-performance-table.xlsx

the Performance Table for this contract type [form, Partner, Stage] as set out in the Carbon Methodology dated 08 June 2023

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X7: Delay damages

X7 only

Delay damages for Completion of the whole of the *works* are [redacted] [redacted]

OPTION X10: Information modelling

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is 2 weeks

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use skill and care normally used by professional providing information similar to the Project Information is, in respect of each claim

£5,000,000

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

6 years

OPTION X15: The *Contractor's* design

The *period for retention* following Completion of the whole of the *works* or earlier termination is 6 years

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

£5,000,000.00

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

6 years

OPTION X18: Limitation of liability

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

£1,000,000

For any one event, the *Contractor's* liability to the *Client* for loss or damage to the *Client's* property is limited to

£1,000,000

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to

£5,000,000

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

£5,000,000

The *end of liability date is* 6 years after the Completion of the whole of the *works*

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17.

A report of performance against each Key Performance Indicator is provided at intervals of 3 months.

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is	14 days	after the date on which payment becomes due	

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term	*beneficiary*
no terms under this contract	no beneficiaries under this contract

Part Two - Data provided by the *Contractor*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Contractor* is
Name

Address for communications

Address for electronic communicati

The *fee percentage* is

The *working areas* are

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (2)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (3)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (4)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

The Scope provided by the *Contractor* for its design is in

not applicable

3 Time

The programme identified in the Contract Data is

not applicable

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1) Gareth Farrier (Regional Director)
Address for communications
Bam Nuttall Limited
Mikasa House
Asama Court
Newcastle Business Park
Newcastle Upon Tyne
NE4 7YD
Address for electronic communications
Gareth.Farrier@bam.com

Name (2) Richard Kane (Commercial Manager)
Address for communications
Bam Nuttall Limited
Mikasa House
Asama Court
Newcastle Business Park
Newcastle Upon Tyne
NE4 7YD
Address for electronic communications
Richard.Kane@bam.com

X10: Information Modelling

The *information execution plan* identified in the Contract Data is
to be confirmed

Contract Execution

Client execution

Signed underhand by [PRINT NAME] for and on behalf of the Environment Agency

Signature	Date	Role

Contractor execution

Signed underhand by [PRINT NAME] for and on behalf of BAM Nuttall Ltd

Gareth Farrier

Signature	Date	Role
	09/05/2024	Regional Director

Template: LIT 13267
Published: Final
Document category: COMPULSORY

Environment Agency

NEC4 engineering and construction contract (ECC)

ECC Scope Template - Early Supplier Engagement (ESE)

NEC4 engineering and construction contract (ECC) 27/10/23 412_13_SD10

Environment Agency

NEC4 ECC engineering and construction contract

SCOPE

Template Change Log

Revision date	Summary of changes	Version number
14 March 2023	Changes made during CDF extension	7
Oct 23	• Style change to align with ECC Main scope template & NEC 4 • template change log added • S207 new • S803,4,5 & 6 new or amended re carbon terminology reporting for ESE changes since carbon methodology V3.1 and ACCD Pilot • S 1002 removed re carbon terminology and ESE changes in CMV3.1	8
9 Nov 23	• BIM references on table updated	8.1

Project / contract information

Project name	Skerne 2025 – Darlington's Railway Heritage Quarter
Project SOP reference	ENV0005592C
Contract reference	C24213
Date	27/07/2023
Version number	3.0
Author	Oscar Massey

Revision history

Revision date	Summary of changes	Version number
22/08/2023	First issue	1

05/03/24	Second Issue	2.0
22/03/23	Third Issue	3.0

Documents included in Scope by reference.

This Scope should be read in conjunction with the documents detailed in the table below current at the Contract Date.

In the event of conflict, this Scope shall prevail.

The service is to be compliant with the following: DOCUMENT	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements – Standard	V 12	December 2021
LIT 65150	Minimum Technical Requirements – Environment and Sustainability	V 2	30/03/2023
LIT 17641	Exchange Information Requirements	2.4	Feb 2023
LIT 16559	SHEW CoP	V 6	12/12/2023
LIT 12507	(SHE) handbook for managing capital projects	V2	29/03/2023
	Project Information Delivery Plan	Appendix 1	This document
LIT 14284	Carbon Operating Instruction	V6	15/08/2023

Navigating the Scope

On the Word ribbon, Select the 'View' tab then find the Show group. Select the check box against 'Navigation Pane'. A panel will open in the left-hand side that allows you to go direct to Scope Headings and Scope Sub Headings.
You can also search the document in the navigation Pane.

Alternatively utilise content table hyperlinks on the Section numbers. Control and Select (Ctrl + Click) Scope numbers will take you to Scope Headings in this document.

Contents

Note Update page numbers before issue (word ribbon, References tab, table of contents section, then select update table)

S 100 Description of the *works*

S 101 General Description of the *works*

.1 The River Skerne is a heavily modified watercourse, having been extensively straightened and realigned to provide water for local mills and industry. This history is evident along the site with evidence of the old mill race at the Russel Street weir.

The physical modifications have led to poor ecological conditions and the removal of key habitats that many species rely on to survive.

The Skerne 2025 - Darlington's Railway Heritage Quarter project aims to provide all reasonable mitigation for the modifications that have been made and provide interventions that work towards the achievement of good ecological potential for this stretch of watercourse.

The project now requires the provision of early supplier engagement to progress the project from Strategic Outline Case to Final Business Case, providing advice on the buildability and cost of proposed interventions to enable the project to find a viable preferred option. Specific deliverables can be seen in Table 1 (S 103 Purpose of the Works).

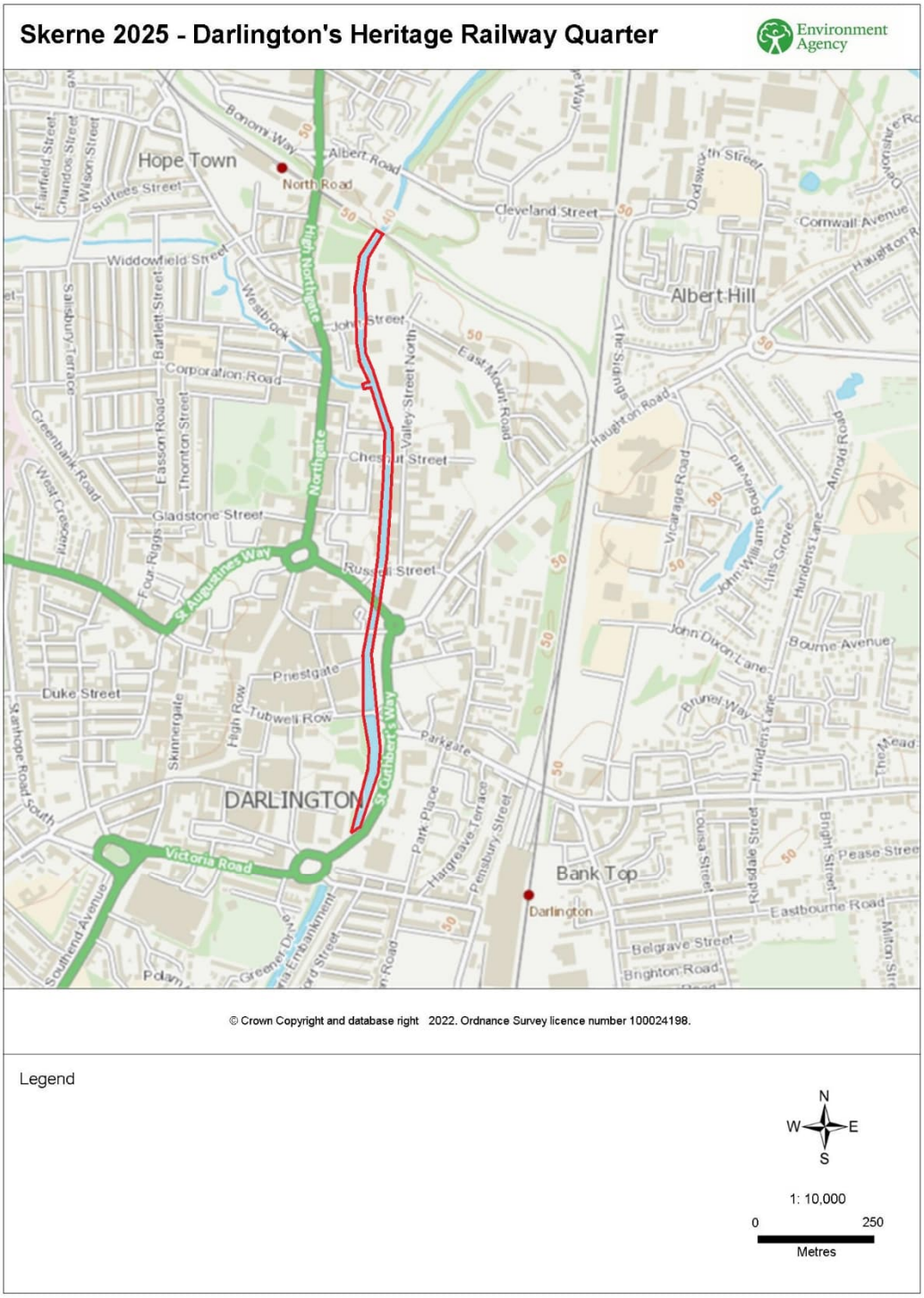


Figure 1: The red line boundary of the site is focussed on the River Skerne channel from the downstream extent of St Cuthberts Way to the upstream extent of the Skerne railway bridge.

S 102 Purpose of the works / Outcome required

.1 The purpose of the work is to assist in the development of the FBC for the Skerne 2025 – Darlington's Railway Heritage Quarter FBC.

The Contractor's deliverables for progressing the Strategic Outline Case to the Outline Business Case are summarised in Table 1.

No.	Deliverables
1	Detailed Staffing Schedule for ESE & Construction Phase
2	Production of Detailed construction programme
3	Project specific Noise & Vibration Requirements
4	Identification of 3rd Party Considerations. Such as: • Landowners • Notice of Entry • Any Permitting required • Planning Consents Required • Highway Consents • Interface with Utilities • Structural Surveys • Ecological Surveys
5	Production of Temporary Works Schedule
6	Input into optioneering
7	Production of Buildability Report
8	Production of Methodology Report
9	Production of a high level Methodology & Buildability Report for each of the 3 design options
10	High Level Costs Estimate based on 3 concept design options
11	Cost Estimate for a single solution based on the detailed design
12	Review ECC Scope
13	Review Draft Site Information
14	Input into Project Carbon Tool
15	Attendance at start-up meeting
16	Attendance at risk workshops
17	Attendance at biweekly meetings
18	Attendance at site visits
19	Production of monthly project updates

.2 Early supplier engagement will contribute to Lot 1 and Lot 2 Delivery partner collaboration and agreement on the Verified Capital Carbon Forecast which the Client will Verifies, at gateway 3, resulting in the ECC Carbon Target to be used to measure Carbon Performance in subsequent ECC contracts for this project.

.3 Driving down Capital Carbon Forecast for emissions at project level is a key driver and strategic outcome for this ESE.

S 200 General constraints on how the *Contractor* provides the *works*

S 201 General Constraints

- Access to site is via public roads and footpaths. Most access routes are public footpaths, so the access route widths are limited. Part of the site is also not accessible as a number of properties line the river, some of which have a backwall which also forms the manmade riverbank.
- Parking is available at a number of car parks near to the site, many of these are not free.
- River levels and flows in the River Skerne create risks to any site visits.
- The site is situated in an urban setting, with full public access to the main access routes. The site has some issues with antisocial behaviour, being more secluded and the risk of sharps should be considered.
- The ownership of the three main structures within the site boundary are unknown.
- Ownership of the riverbank is split between multiple landowners.
- There is an Environment Agency telemetry device just upstream of John Street at NZ2913715406. This must not be impacted or interfered with through this project.
- Any operational access by the *Client* required should be maintained throughout the project wherever possible and deviations from this agreed with the Client and relevant stakeholders.
- If access to the site is required which requires permissions from private landowners, the Client must be made aware by the Contractor 10 working days prior to access so that access to the site can be organised.
- The Contractor shall not actively engage with others (such as members of the public or community groups) without prior acceptance by the Client. The Client requires 10 days prior notice. If approached on site, any queries should be directed to the Client.

S 202 Confidentiality

.1 The *Contractor* does not disclose information in connection with the *works* except when necessary to carry out their duties under the contract or their obligations under the contract

.2 The *Contractor* may publicise the services only with the *Client*'s written permission.

S 203 Security and protection on the site

.1 None. To be defined within a Ground Investigation CE(s).

S 204 Security and identification of people

.1 None. To be defined within a Ground Investigation CE(s).

S 205 Protection of existing structures and services

.1 The Client will carry out service searches for services and provide the Contractor with the information.

The Contractor must review the service plans and based on the level of risk, carry out any additional checks prior to commencement of any intrusive works. Any GPR or trial holing required is excluded from this scope and will be instructed as a compensation event if required.

If buried services are known or suspected to be in the vicinity of the intrusive works, these must be physically exposed to identify their location using safe methods. These works must be managed by the Contractor safely and effectively.

Where deemed necessary the Contractor shall liaise with relevant utility companies to identify the location of their services, in this instance this may also include the Client due to the instrumentation needed on the structures being assessed.

If identified the Contractor must share all service information with their sub-contractor when required.

S 206 Protection of the *works*

.1 The Client will provide the Contractor with information relating to invasive and protected species that have been recorded historically at each site. The Contractor shall refer to this information and act accordingly. If required 'Check – Clean – Dry' bio-security measures shall be implemented and adhered to prevent the spread of invasive species. If in doubt the Contractor must ask the Client for further information.

Prior to carrying out any intrusive works, the Client will consult their FBG team and identify any environmental concerns at the site. The Client will communicate any concerns, constraints and necessary actions to the Contractor prior to any intrusive investigation work being carried out.

If intrusive investigations are instructed the Contractor protects the works, Material, Plant & Equipment liable to theft or damage by vandalism, the weather, flood or by the method used for carrying out the works.

S 207 Carbon

S 207 (1) Carbon terminology

For clarity the below terms are defined and should be used in communications about carbon.

Carbon Terminology. For clarity the below terms are definitions for required deliverables and related data and should be used in communications about carbon.

Carbon Assessment.
Carbon assessments are a deliverable of the service and defined in LIT14284 and comprise:

a) Carbon calculations set out in either a ERIC Carbon Modelling Tool (CMT) or Carbon Calculator (CC) file versions. ERIC CMT/CC versions for business case project stages result in overall emission figures for the project including a whole-life carbon forecast, a capital carbon forecast and a capital carbon budget. ERIC CC versions for construction result in overall figures for the project including capital carbon actuals (for construction outturn or to date) for comparison with the forecast and budget figures of earlier versions.

b) Carbon calculations set out in a Carbon Impact Tool (defined in the FCRM Appraisal Guidance) for the appraisal of business case options. The Carbon Impact Tool will provide carbon benefit figures in tCO2e and monetised Net Present Value that are required in the Business Case carbon tables and in the Partnership Funding Calculator (Economic Summary OM1a)

c) Carbon Appendix that captures the results of calculations from ERIC and the Carbon Impact Tool and provides a summary of progress made in maximising carbon reduction opportunities on the project to date as well as confidence levels for further reductions by project completion.

d) A verification process of the carbon assessment carried out by an EA appointed Carbon Specialist and requiring updates to the carbon calculations and Carbon Appendix as required. Verified versions of carbon assessment deliverables and their results are required to support carbon tables in the business case.

Terminology for carbon assessments:

ERIC	Is a PAS 2080 Compliant assessment tool that the Client requires Contractors to use.
Carbon Calculator	Part of ERIC application seen abbreviated to CC.
Carbon Modelling tool	part of ERIC application seen abbreviated to CMT.
EA Carbon Specialist	the specialist employed by EA to verify carbon assessments.

1. Verified An output of the verification process of a carbon assessment supporting either a business case or construction completion that has been conducted by an EA carbon specialist.

2. Business Case Carbon Appendix Spreadsheet to capture information required by EA for carbon assessments. This document should be updated and verified to support business cases. It should be updated and verified at the end of construction and for agreed changes during construction.

Whole-life Carbon	GHG (greenhouse gas) emissions and removals calculated for a carbon assessment associated with the creation and end-of-life treatment of an asset, network or system, and including with its maintenance and refurbishment.
Capital Carbon	GHG (greenhouse gas) emissions calculated for a carbon assessment associated with the construction or refurbishment of an asset, network or system.
Capital Carbon Actuals	capital carbon emitted during construction activities - for a defined period of time eg) capital carbon actuals to date eg) capital carbon actuals at contact completion eg) capital carbon actuals at project completion or eg) capital carbon actuals April 2022 to March 2023 At construction completion, an 'as built' version of ERIC calculations will capture outturn actuals against an asset breakdown and provide a total to compare with previous ERIC version 'forecasts'.
Capital Carbon Budget	a decarbonisation benchmark of capital carbon emissions for a project based on the current project scope and based on expected levels of decarbonisation of the asset types set out in a carbon assessment. It is calculated in every version of an ERIC (CC and CMT) calculation and is based on generic asset types and associated rates of decarbonisation over future years.

Capital Carbon Forecast	an estimate of capital carbon emissions from a project based on the current project scope calculated using a PAS 2080 compliant carbon assessment tool. It is calculated in every version of an ERIC (CC and CMT) calculation and used to optimise for lowest carbon through the use of emission rates provided by the EA or provided by manufacturers of products (e.g. low carbon) that are outside of the EA rates (manufacturer rates will be verified by the EA).

Carbon Reporting

a) Reporting on capital carbon forecasts and budgets via FastDraft is a monthly requirement of a service for business case project stages. The reported data will be project carbon figures from the latest ERIC calculations that consultants maintain as 'work in progress' versions to support their appraisal and design deliverables.

b) Reporting on capital carbon actuals to date and a latest capital carbon forecast for construction completion via FastDraft is a monthly requirement of a service for construction stage. The reported data will be based on evidence of embodied carbon in products supplied and construction services carried out up to the reported date and aligned to reported expenditure at the same time. See ref S216

Additional terminology for carbon reporting:

Consultant Carbon Forecast Form	Carbon forecast form in FastDraft to be completed monthly as per contract Scope requirement - reporting is for Project (not contract).
FastDraft Carbon Forecast	menu option in FastDraft can't be changed but add FastDraft to name in communications to distinguish from capital carbon forecast
Draft	Denotes any FastDraft reported data from carbon assessments that are 'work in progress' versions maintained by the contractor and will not therefore be required to be verified by the EA.
Back Up Sheet	This is the colloquial name given to a "worksheet of actual carbon and cost data" as more detailed evidence of emissions and expenditure in a reporting period. Use LIT 61271 (Lot 1 PSC) or worksheet name in Scope and Communications.

Carbon Performance Measure for contracts

The capital carbon performance measure for contracts is based on the verified results of a carbon assessment related to either business case submissions for PSC contracts or completion of construction for ECC contracts. The measure sets a performance target and bands above/below this target for rates of pay out or pay back in relation to the capital carbon forecast and budget for PSC contracts and for the capital carbon actuals and capital carbon forecast for ECC contracts.

Additional terminology for carbon performance measure:

Carbon Performance	is measured at completion of the contract from the results of the carbon assessment that has been produced as a deliverable of the contracted service and been verified and approved by the EA
Carbon Performance Tables	where carbon performance is related to the incentivisation payout / payback bands and contract type. Applied at the time the contract signed.
ECC Carbon Target	is set at a fixed % above the Capital Carbon Forecast (tCO2e) that has been verified either at GW3, or subsequently through an approved change control. It is a fixed number not a range.

Project Carbon Payback Threshold This is the threshold at which payback to Client is paid as stated in the contract Carbon Performance tables.

1. The Contractor must aim as a strategic objective to minimise carbon.
2. The Client carbon assessment tools for calculating Capital Carbon Forecasts is ERIC Carbon Modelling Tool (CMT) or ERIC Carbon Calculator (CC).
3. The Client carbon assessment tool for calculating Capital Carbon Budget is ERIC CBUD sheet.
4. set out opportunities for further reductions in carbon before the Project completion.
10. The Verified Capital Carbon Budget and Capital Carbon will be required in the gateway (SOC/OBC/FBC) Business Case Carbon Appendix and are required for the Carbon Performance Table and measures set out in this contract.

S 207 (2) Carbon responsibilities of all Parties

Aim to minimise carbon emissions by:

1. State minimised carbon as one of the strategic objectives of the contract under S 101
2. Looking at how to reduce Capital Carbon Actuals (compared to the Capital Carbon Forecast) and how to reduce Whole Life Carbon of the asset
3. Work collaboratively, including with sub contractors, on lower carbon products and services that meet the project scope and deliverables
4. Exploit opportunities for further reductions Carbon during construction.
5. The ECC Carbon Target, the metric against which decarbonisation is measured and assessed against Playout / Payback bands set out in the ECC Carbon Performance Table, must be Verified before any progression from ESE into Construction occurs.

S 207 (3) Carbon Responsibilities of the *Client*

1. Will Establish the ECC Carbon Target with the **Lot 1 delivery partner** as an outcome of this ESE contract before construction begins.
2. It is at the *Client'* discretion to decide if Scope change is significant and merits a re-assessment of the ECC Carbon Target.
3. Change in this Scope from ESE to Construction work as part of a planned procurement strategy is considered by the *Client* to be significant change which would merit re-assessment of the ECC carbon target.

S 207 (4) Carbon responsibilities of the ECC PM / Contract manager

1. Will add carbon requirements set out in LIT 13260 to this Scope if any change to Scope occurs which changes the nature of work under this Contract from ESE to Construction as planned in procurement strategy.
2. will work with EA Carbon Specialist to ensure Business Case Carbon Appendix Verification occurs at the appropriate times.

S 207 (5) Carbon responsibilities of the *Contractor*

1. the Contractor should ensure they are aware of current Capital Carbon Forecast made by the Lot 1 *Consultants*

2. Cooperate in updating the Business Case Carbon Appendix and capital Carbon Forecast when requested to by the *Client* or ECC PM for

- **(1)** calculation of ECC Carbon Target
- **(2)** if additional information is needed during the Verification process
- **(3)** at project Gateways
- **(4)** and Contract Completion.

3. Save Business Case Carbon Appendix and Capital Carbon Forecasts in ASite

5. Submit monthly the FastDraft Carbon Forecast (*Contractor* Carbon Forecast Form). Reporting

- **(1)** ~~ECC Carbon Target~~ (not known at this stage)
- **(2)** Capital Carbon Forecast (should be reported)
- **(3)** Capital Carbon Actuals to date (anticipated to be close to zero as no main construction at this stage)

S 300 Contractor's design

.1 Not used.

S 400 Completion

S 401 Completion definition

.1 The following are an absolute requirement for Completion to be certified, without these items the *Client* is unable to use the *works*:

[add Relevant documentation for this commission the below are examples]

(1)	Verification of	the Capital Carbon Forecast supported by the *Client*'s ERIC tool and saved in ASite
(2)	Updated Carbon Appendix	Delivery of the Final Carbon Appendix, this is to be saved into ASite.
(3)	BIM Data	Transferred to the *Client* databases of BIM data

.2 **Clause 11.2 (2) w**ork to be done by the Completion date

1. Detailed Staffing Schedule for ESE & Construction Phase
2. Production of Detailed construction programme
3. Project specific Noise & Vibration Requirements
4. Identification of 3rd Party Considerations. Such as:
5. Landowners
6. Notice of Entry
7. Any Permitting required
8. Planning Consents Required
9. Highway Consents
10. Interface with Utilities
11. Structural Surveys
12. Ecological Surveys
13. Production of Temporary Works Schedule
14. Input into optioneering
15. Production of Buildability Report
16. Production of Methodology Report
17. Production of a high level Methodology & Buildability Report for each of the 3 design options
18. High Level Costs Estimate based on 3 concept design options
19. Cost Estimate for a single solution based on the detailed design
20. Review ECC Scope
21. Review Draft Site Information

22. Input into Project Carbon Tool

23. Attendance at start-up meeting

24. Production of monthly project updates

(1)]

S 402 Correcting Defects

.1 None. To be defined within a Ground Investigation CE(s).

S 403 Pre-Completion arrangements

.2 Prior to any works being offered for take over or Completion the *Contractor* shall arrange a joint inspection with the *Supervisor, Project Manager, Client* (scheme Project Manager) and Senior User. The initial inspection shall take place a minimum of three weeks in advance of the planned take over or *Completion*.

S 404 Take Over

None. To be defined within a Ground Investigation CE(s).

S 500 Programme

S 501 Programme requirements

.1 The programme complies with the requirements of Clause 31.2 and includes alignment and submission of the BIM execution plan (BEP) and Master Information Delivery Plan (MIDP).

.2 AD: The Client will provide the Contractor with a copy of accepted Designer's programme on a 4 weekly basis.

The Contractor's programme shall include descriptions of any specific requirements such as but not limited to:

- Start date
- Milestones: key dates to be agreed at start up meeting
- Completion date
- Order and timing of the work

S 502 Programme arrangement

.1 The programme shall be submitted in the form of a Resource Analysed Critical Path Network linked bar chart showing start and finish dates for each activity. It shall clearly identify those activities forming the critical path. The programme is to be produced in an electronic format in Microsoft Project 2016 (*.mpp) and *.pdf formats.

The programme shall be updated every four weeks, with actual and forecast progress against the baseline.

S 503 Methodology statement

.1 To be incorporated into Ground Investigation CE(s).

S 504 Work of the *Client* and Others

.1 The order and timing of the work of the Client and Others to be included in the programme and information to be provided.

S 505 Information required

.1 Not used.

S 506 Revised programme

.1 Not used.

S 600 Quality assurance

S 601 Samples

.1 Not used.

S 602 Quality statement

.1 Inform the Lot 1 supplier of buildability of options to ensure quality.

S 603 Quality management system

S 604 ISO 9001 for Quality ManagementBIM requirements

.1 The BIM Information Manager is the *Client* Project Manager.

.2 AD: The contractor shall comply with the *Client's* BIM requirements.

S 700 Test and inspections

.1 Not used.

S 800 Management of the *works*

S 801 Project Teams – others

.1 AD:

Name	CDM Role	NEC4 contract role
Environment Agency	Client	*Client*
TBC	None	*Project Manager*
TBC	None	*Supervisor*
JBA Consulting	Designer	Others
JBA Consulting	Principal Designer	None
BAM Nuttall Ltd	Principal Contractor	*Contractor*
Sub-contractor(s)	Contractor	Sub-contractor
CallSafe	CDM Advisor	None

.2 Further to the Client, Project Manager, Supervisor, Principal Designer and Contractor roles identified above, the following Environment Agency people are expected to form part of the team:

- EA PCM Project Manager
- EA PCM Project Executive
- Environment Programme Team Senior User
- P&SO Senior User
- FBG Representatives
- NEAS Representatives

S 802 Communications

.1 AD: Meetings shall be undertaken face to face using Microsoft Teams. The *Client* has a number of advisory departments that include but are not limited to Area Flood and Coastal Risk Management (FCRM) Teams, Fisheries Biodiversity and Geomorphology (FBG), Hydrometry and Telemetry. Instructions will only be deemed enacted from them when they are confirmed by an instruction from the *Project Manager*.

.2 In managing the works the *Contractor* shall:

- Attend monthly progress meetings arranged by the *Client* to record and issue minutes. Attend Monthly Project Board meetings and provide input on the progress and programme, risks, issues and exceptions.
- Identify project efficiencies and provide information and evidence for efficiency briefing notes in line with the *Client's* CERT process.
- Produce monthly financial updates giving forecast and actual expenditure.
- Deliver weekly informal programme updates as required (via email/telephone).

- Co-operate with the *Client* in their role of the BIM Information Manager.
- Provide technical support to the *Client* in its public relations and liaisons with landowners, landowners' agents, parish councils, local authorities, members of parliament and stakeholders identified during the contract period.
- The *Contractor* to make full use of the *Client's* web-based project collaboration tool (Asite). Whenever practical project and contract communications and records are to be distributed and stored using this project collaboration tool.

.3 The *Contractor* shall allow for attendance of key personnel from the *Contractor's* staff and key Subcontractor's and supplier's staff at meetings and workshops to be chaired and minuted by the *Client* or their delegate, which shall include the following:

- Design review workshops
- Carbon, efficiencies and value engineering workshops
- Risk workshops
- Commercial meetings
- Planning and programming workshops

.4 The *Contractor, Project Manager* and *Supervisor* shall use the *Client's* standard contract administration forms which shall be produced and submitted using the *Client's* collaborative working tool, FastDraft.

S 803 Monthly Reporting

1. For the duration of the contract progress is to be reported monthly via

(1) LIT 13283 - Monthly work progress summary - construction stage.docx

(2) LIT 12295 – Monthly highlight report

2. Contribute monthly updates to the project risk register.

3. Provide input to project efficiency CERT Form.

4. Attend project board meetings as required.

5. Ensure quarterly input into framework performance assessment / environmental Performance Measures.

6. Maintain and show how accurate and up to date information on the whole-life cost and carbon of options is driving optimum solutions at all stages of design development.

7. Capture lessons learnt relevant to scheme delivery for the *Client*.

S 804 Monthly Forecast Reporting

1. For the duration of the contract FastDraft Carbon Forecast (*Contractor* Carbon Forecast Form) is to be submitted monthly. Reporting is at a Contract level on

~~**(1)** ECC Carbon Target (not known at ESE stage)~~

(2) Capital Carbon Forecast

(3) Capital Carbon Actuals to date

The Consultant/Contractor is required to provide FastDraft Carbon Forecast for both carbon and cost on the 10th day of each month (or other date agreed at the project start up meeting) in accordance with FHU

Framework Heads Up 244 Commercial Clarification 54

Framework Heads Up 256 Commercial Clarification 57

S 805 Application for Payment / Invoice

.1 The *Contractor* is required to provide evidence of costs in the following format:
LIT 61272 Worksheet Actual Carbon and Cost data CDF Lot 2

.2 Submission of an application for payment without an appropriately completed LIT 61272 not be recognised or treated as a compliant submission.

S 806 Aligned Cost and Carbon Data Pilot Reporting

1. Where the Contract is:
   a. included in the Pilot the *Contractor* needs to complete the required sheets of the version being used at that time up to April 2024.
   b. ALL contracts the *Contractor* needs to complete the required sheets of the version being used at that time from April 2024.

S 900 Working with the *Client* and Others

S 901 Sharing the working areas with the *Client* and Others

.1 None. To be defined within a Ground Investigation CE(s).

S 902 Co-Operation

.1 Co-operation with the Lot 1 supplier to inform the Ground Investigation scope(s) and buildability of options. The Contractor co-operates with affected residents and businesses as necessary to enable efficient execution of the works with minimal disturbance to the local community. Client to coordinate between residents, businesses and the Contractor.

S 903 Co-Ordination

.1 The Contractor to liaise with the Client and Consultant in weekly progress meetings.

S 904 Authorities and utility providers

.1 None. To be defined within a Ground Investigation CE(s).

S 905 Diversity and working with the *Client*, Others and the public

.1 None.

S 1000 Services and other things to be provided

S 1001 Ground Investigation

.1 The *Contractor* is required to review findings from previous studies and appraisal to identify any gaps in existing data.

.2 The *Contractor* is required to use gaps identified above to inform scope of supplementary investigations needed to allow proper progression of appraisal, design and construction methodology (as relevant to the Scope) and reduce risk of unforeseen ground conditions during construction.

.3 The *Contractor* is required to communicate with the Consultant and undertake further ground investigations as specified by the Consultant to allow proper progression of appraisal and design.

.4 The *Contractor* is required to clearly communicate the specifications for ground investigations as identified above to the site investigation sub-contractor (if they are not undertaking these investigations themselves).

.5 The *Contractor* is required to clearly communicate the relevant results of ground investigations back to the Consultant

S 1002 Carbon minimisation

S 1100 Health and safety

.1 Health and safety are the number one priority of the Client. The Consultant and Contractor will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all. CDM Regulations (2015) will be adhered to at all times.

The Consultant shall undertake the role of Designer and Principal Designer under the Construction Design and Management Regulations (2015) and will adhere to the Environment Agency SHEW code of practice 2022.

The Contractor and Principal Designer will engage on all matters of Health and Safety and ensure all the necessary health and safety documentation is produced.

The Consultant and Contractor shall contribute to the satisfactory completion of the Principal Designer's Safety, Health and Environmental (SHE) Stop Go Checklist.

The Client will provide the Contractor with Pre Construction Information (PCI) where intrusive investigation works are required. The PCI will be approved by the Principal Designer.

S 1200 Subcontracting

S 1201 Procurement of subcontractors

.1 Subcontractors need to be selected using best value processes.

.2 This requires the *Contractor* to demonstrate that they have made reasonable attempts to obtain three competitive tenders for all work in excess of £25,000.

.3 The only exception to this is work which has been accepted (in writing) by the hub Commercial Services Manager for strategic suppliers or for emergency work.

S 1300 Title

.1 Not used.

S 1400 Accounts and records (Options C and E)

S 1401 Additional Records

.1 Clause 52.2 (Option C) List the additional records to be kept by the Contractor. This may include but not be limited the following:

- Timesheets and site allocation sheets,
- Equipment records,
- Forecasts of the total Defined Cost,(Forecasts are to include, but not be limited to costs to date, costs to completion including detailed breakdown of staff, sub-contract and major material items)
- Specific procurement and cost reports

The format and presentation of records to be kept are to be accepted by the Client.

S 2000 *Client's* work specifications and drawings

S 2001 *Client's* work specification

Details of the specification are as follows:

- No outline designs for the preferred option are currently available which could be provided by the Client. However, the Contractor will liaise as directed with Others as detailed design drawings are progressed.

S 2002 Drawings

Pre-Construction Information embedded in Appendix 2

No outline designs for the preferred option are currently available which could be provided by the Client. However, the Contractor will liaise as directed with Others as detailed design drawings are progressed.

S 2003 Standards the *Contractor* will comply with

.1 The *Contractor* should carry out their work using the following guidance.

Project Cost Tool

Carbon Planning Tools (including the Carbon Modelling Tool and Carbon Stop/Go form)

300_10 SHE handbook for managing capital projects

300_10_SD27 SHE Code of Practice

SHEW COP December 2023 Version 6.0

Reference should be included to the Carbon Planning Tool.

Appendix 1 Information Delivery Plan (IDP)

The *Consultant* shall adhere to the Environment Agency's Exchange Information Requirements (EIR) framework level minimum technical requirements.

All *Client* issued information referenced within the Information Delivery Plan (IDP) requires verifying by the *Consultant* unless it is referenced elsewhere within the Scope.

The *Consultant* shall register for an ASite Account and request access to the project workspace to view the IDP and update to create the MIDP.

Guidance on the IDP can be found here

Create the IDP on ASite and embed a PDF version as Appendix 1.

https://www.asite.com/login-home

Appendix 2 Pre-Construction Information (PCI)

Pre-Construction Information embedded.

Skerne 2025 -
Pre-Construction Info

Pre-construction Information Pack

Project Name:	*Skerne 2025 – Darlington's Railway Heritage Quarter*
Asset Description / Information:	*No EA assets*
Aims Asset ID / Name:	*N/A*
Asset Type / System Number:	*N/A*
Grid Ref / W3W:	*N/A*
New Asset to be Created?	*No*
Change to Defence Level?	*No*

This document is the master-controlled copy of the Pre-construction Information document, and forms part of the Pre-construction Information Pack.

This Pre-Construction Information document has been compiled in collaboration with Client, Designer, Principal Contractor, and Principal Designer in compliance with the duties laid out in Regulations 4 and 11 of the Construction (Design and Management) Regulations 2015 (CDM 2015) to identify the necessary requirements to safely and efficiently execute the works contained within the project description and associated project scopes submitted in tender documentation.

It identifies site information and/or constraints/conditions which may create safety hazards that designers and contractors should consider when designing or planning construction work.

This document also identifies risks and hazards which might be considered as significant or unusual, along with recommendations for further action to reduce or eliminate these.

Safe systems of work dealing with the risks highlighted within this document should be clearly confirmed in the Construction Phase Plan, prepared by the Principal Contractor.

This information should be supplemented and amended as part of the Project development, specifically where design is undertaken. All duty holders must comply with the current legislation and best practice, the client's guidance, codes of practice and other supporting contractual documentation.

This document is a live document and is subject to change based on the below version control record.

AMENDMENT RECORD (Amendment '0' being the original)

Version	Date	Amendment	Made By
V0	05/10/2023	Document Created	Zoe Fraser-Connell
V1	13/10/2023	Amended following CDM Client review	Zoe Fraser-Connell
V2	12/04/2024	Documents and Links added to 2.8	Oscar Massey

INTERNAL CONSULTATION

Internal Consultation	Consultation Period	Date Received	Contact Name
FB&G	Ongoing		Sarah Emerson
PSRA Area Lead	Ongoing		Neil Smith
PSO	Ongoing		Andrew Martin
PCM – CDM Client	Ongoing		Vanessa Collins
PCM - PE	Ongoing		Claire Pattison
CDM-Advisor	Ongoing		Graham Bell - CallSafe
Env Prog Senior User	Ongoing		Graeme Hull

PCI document is deemed sufficiently developed for submittal to wider project team as part of the PCI pack.

CDM Client Approved	Signature	Date
Vanessa Collins	Vanessa Collins	13/10/2023

PCI document is deemed sufficiently developed for construction phase.

CDM Client Approved for Design	Signature	Date
Name:		

Contents

1.0 Introduction

This document and supporting files are live and must be maintained throughout the pre-construction phase. Guidance documentation is available to the client on how to fill in this form and to the project team on information that is required for the Health & Safety File. The client is to fill in asset information that is easily at their disposal and provided supporting documentation such as asset Health & Safety File, PSRA etc. Anything that is not relevant or to be confirmed mark up as such, with the relevant duty holder title for action.

2.0 Project Details

2.1 Project Justification

The Skerne originally followed a curving path approaching Darlington town centre within a wide floodplain before infilling, urbanisation, and modification to install a mill race. The current River Skerne is now a widened straightened and deepened version of that mill race, with high walls on both banks channelling flow between businesses to convey peak flood waters. The original channel has been infilled and developed.

The straight uniform nature of the channel and the remaining weir contribute to the physical modifications that limit the ecological functioning and potential of this and upstream waterbodies.

The Skerne 2025 Project is centred on the restoration of habitat within the low flow channel and enhancing fish passage across Russell Street weir and at the confluence of the Skerne and Cocker Beck.

This will support the requirement for all reasonable mitigation to be delivered for this stretch of the River Skerne to satisfy the Environment Agency's duties under the Water Environment (Water Framework Directive) (England & Wales) Regulations 2017.

2.2 Asset Details

Is the site or structure red carded?	*No*
Is the site on the Hostile Sites database?	*No*
Is Confined Space Entry Required	*No*
Confined Space Entry Classification	*N/A*
Is The Use of Divers Required	*No*
Statutory Consents and Permissions	*TBC*

NOTES: There are two hostile sites that overlap with the project boundary. Both sites relate to the same incident. During a routine waste inspection a member of staff from a waste company was verbally abusive toward a member of EA staff. The sites highlighted on the hostile sites register that overlap the project boundary were not the focus of the inspection but are owned by the same company. The actions to be taken from this are to avoid accessing site via Cleveland Street to the northeast of the northern site boundary, and avoid wearing EA branded gear along Cleveland Street. Any further actions should be discussed with the project team.

2.3 Project Description

The main Project Objectives are:

1. Develop the Full Business Case to implement measures to mitigate the historical physical modifications of the River Skerne.
2. Creation of habitat that is resilient and adaptable to accommodate future climate change impacts.

3. Contribute to improving the WFD status of relevant waterbodies, demonstrating that the EA is having regard to the Northumbria River Basin Plan, meeting obligations under the WFD.
4. Working in partnership to identify other temporary or permanent works that could integrate with the wider scheme.
5. Develop opportunity for public right of way connectivity with existing footpaths and encourage public use of the area and other environmental attractions.
6. Ensure the scheme is consistent with the current protection of essential public infrastructure.

This project aims to support the delivery of all reasonable mitigation for historic physical modification of the watercourse to improve the ecological functioning and potential of this watercourse and upstream waterbodies.

2.4 Key dates & F10 Notification

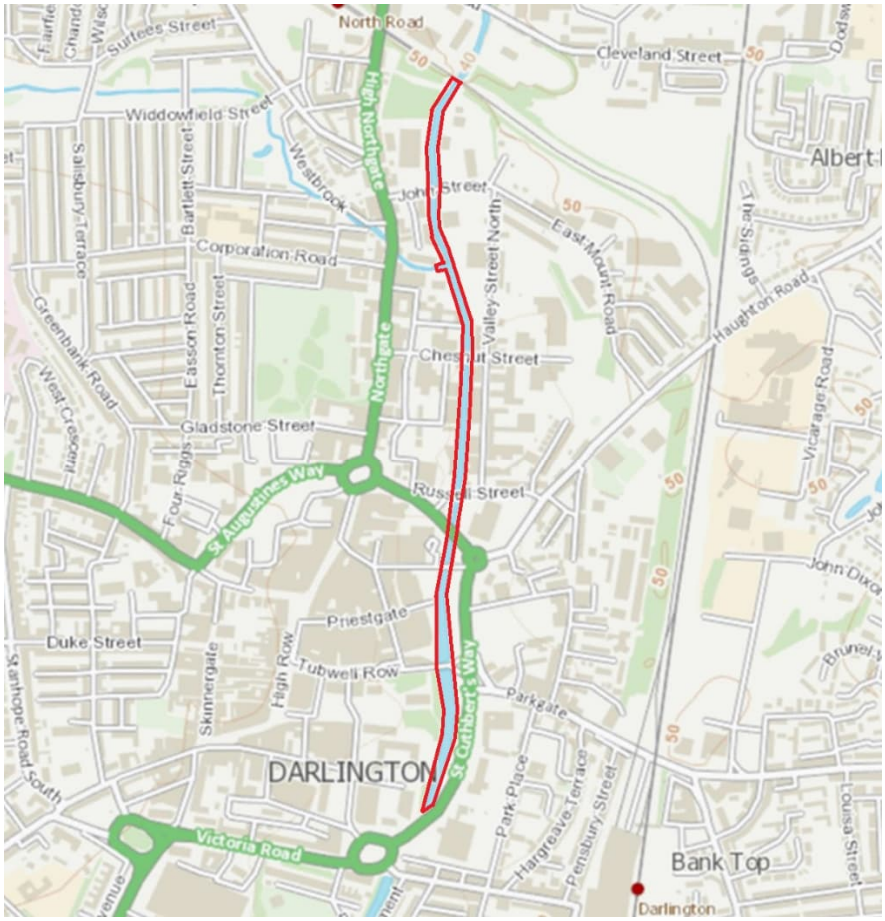
The current programme key milestone dates can be seen below:

Construction phase duration (weeks)	20 weeks
Start date on site	April 2025
F10 Submittal & Closeout Dates	TBC
F10 Reference	TBC

2.5 Site Location

Site address (nearest): TBC

Site upstream and downstream extents are NZ 29172 15556 and NZ 29124 14252 respectively.



2.6 Principal Duty Holders

CDM Roles & Responsibilities

CDM Role	Name	Phone Number
Client *	Vanessa Collins	07500 125015
Client - Project Manager	Zoe Fraser-Connell	07919 695790
Principal Designer	Edward Parker	0796 773 9619
Designer *	Georgina Davies	0113 539 5311
Principal Contractor	TBC	
Contractor *	TBC	
CDM Advisor	Graham Bell	07794 042175

Scheme Contact Arrangements

Job Title	Name	Phone Number
Senior User	Graeme Hull	07770 792915
Field Team Leader	Andrew Turner	
Asset Performance Team Leader	N/A	
NEAS/FB&G Lead	Sarah Emerson	07503 886743
PSO Lead	Andrew Martin	
Environmental Clerk of Works	TBC	
Health Safety & Wellbeing Advisor	TBC	
PSRA Area Lead	Neil Smith	
Landowners	Various (please see relevant landowner information in PCI folder)	
Others As Relevant		

2.7 Application of the Workplace (Health and Safety) Regulations 1992

The completed structure is not envisaged to be classified as a workplace in accordance with the definitions contained in Workplace Health Safety and Welfare Regulations 1992.

All project Designers for the structure(s) shall ensure that they take suitable account of the Workplace Health Safety and Welfare Regulations 1992 in their design particularly in relation to the health and safety for the future use and maintenance of the structure. It must be remembered that even though the structure may not be a workplace for normal use consideration must be given towards maintenance activities and the safe access and egress to and from the structure by and with adequate segregation of vehicular and pedestrian movements.

2.8 Existing Records and Plans

All information referred to in this report is either issued to the Designer / Principal/Contractor(s) as part of the tender documentation, held within the supporting files identified, or available on SharePoint.

Date	BIM Reference	Document Title	SharePoint Link
09/2023		Utilities Search	 Skerne 2025 Utilities.zip

07/09/2023		Fish Survey Data email	FW_ Skerne 2025_ invertebrates and mac
2023		Geomorphology Report	ENV0005592C-JBA-00-00-RP-EN-0001-S3-P02-XXX-XXX-XXX-Geomorphology_Assessment_of_the_Skerne_Darlington_Railway_Heritage_Quarter.pdf
July 13		River Skerne GeoRHS and Urban River Survey EA format	River Skerne GeoRHS and Urban River Survey

3.0 Client's Arrangements and Requirements

3.1 Health, Safety and Environmental Goals

The health and safety principles for this project will be:

- To meet all statutory requirements.
- To have zero accidents on site during the construction period.
- To have no case of occupational ill health arising from working on the project.
- Use the general principles of prevention in identifying and implementing precautions which are necessary to control risks associated with the project, as required under the Construction (Design and Management) Regulations 2015.
- To ensure any residual risks are minimised and highlighted where appropriate.
- To ensure that no environmental damage occurs.
- To follow guidance for work involving hazardous materials.

3.2 Site Security

To be assessed by duty holders and implemented as per the SHEW CoP.

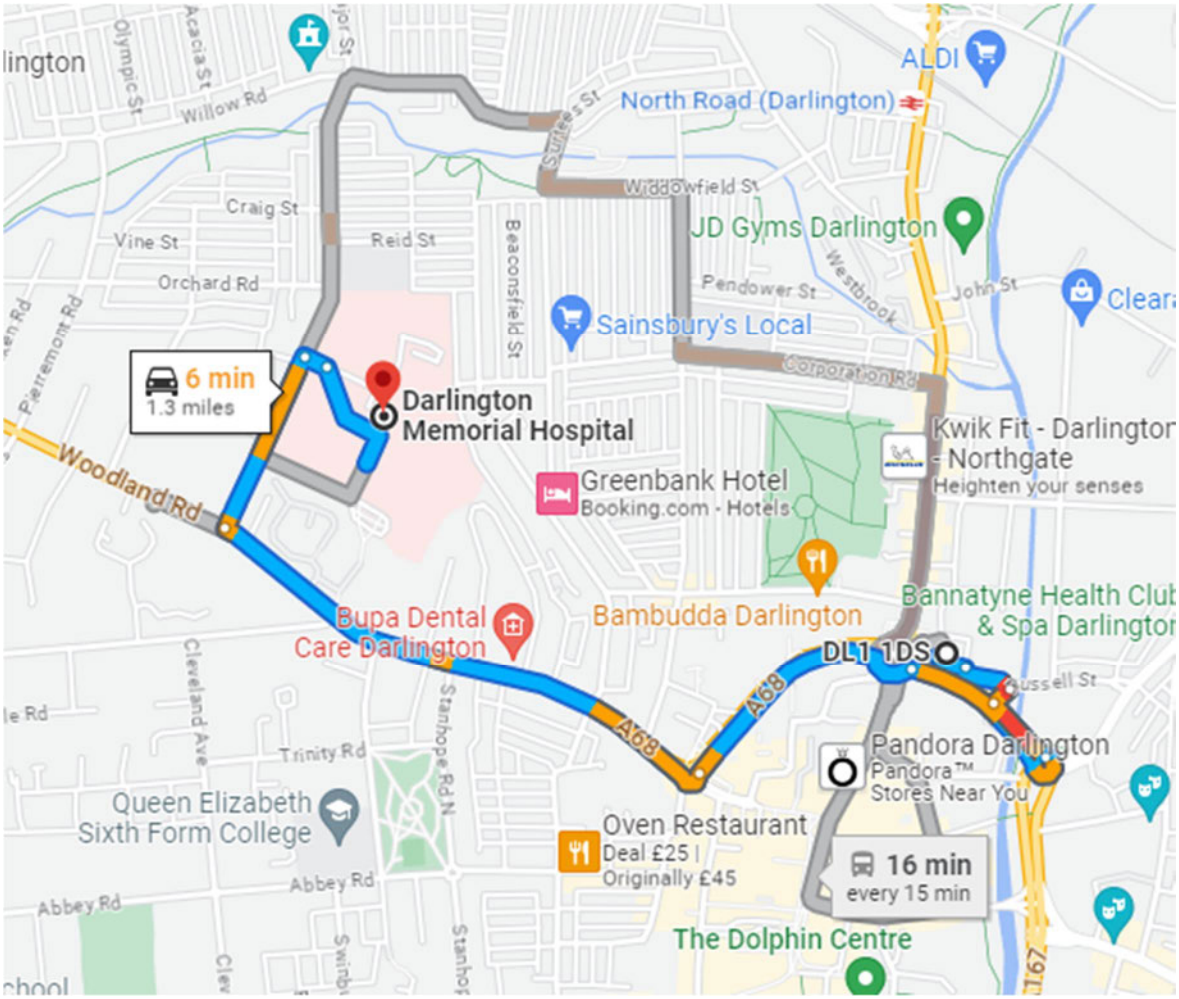
Duty holders to be aware that although site is not red carded, it has been previously. In recent years safe methods of working have been established to allow access to the watercourse.

3.3 Welfare Facilities & First Aid

Welfare and first aid arrangement are to be line with the SHEW CoP. The duty holders are to be aware that the site covers an significant footprint and welfare and first aid arrangements need to take this into consideration, especially with regard to toilets.

3.4 Emergency Procedures

Nearest A&E: Darlington Memorial Hospital, Hollyhurst Road, Darlington, DL3 6HX. Tel: 01325 380100.



Darlington Memorial Hospital is 1.3 miles drive from approximately the middle of the site (DL1 1DS).

Duty holders to review task specific hazards and subsequent emergency procedures, and ensure they comply with the SHEW CoP.

3.5 Fire Precautions

No additional measures over and above the requirements of the EA's SHEW CoP have been identified.

3.6 Permit to Work Systems

The client has no EA Permit to Work requirements for this project. Duty holders to meet requirements of the SHEW CoP.

3.7 Site Transport Arrangements & Vehicle Movement Restrictions

Russel Street Bridge known to have 3 tonne weight limit. The other 8 bridges are of unknown weight limits. Further information should be obtained from the local authority.

3.8 Area's Designated as Confined Space

No areas designated as a confined space however, duty holders must identify any confined space resultant from their methodologies as per The National Classification system (NC) established by Water UK for confined space entries.

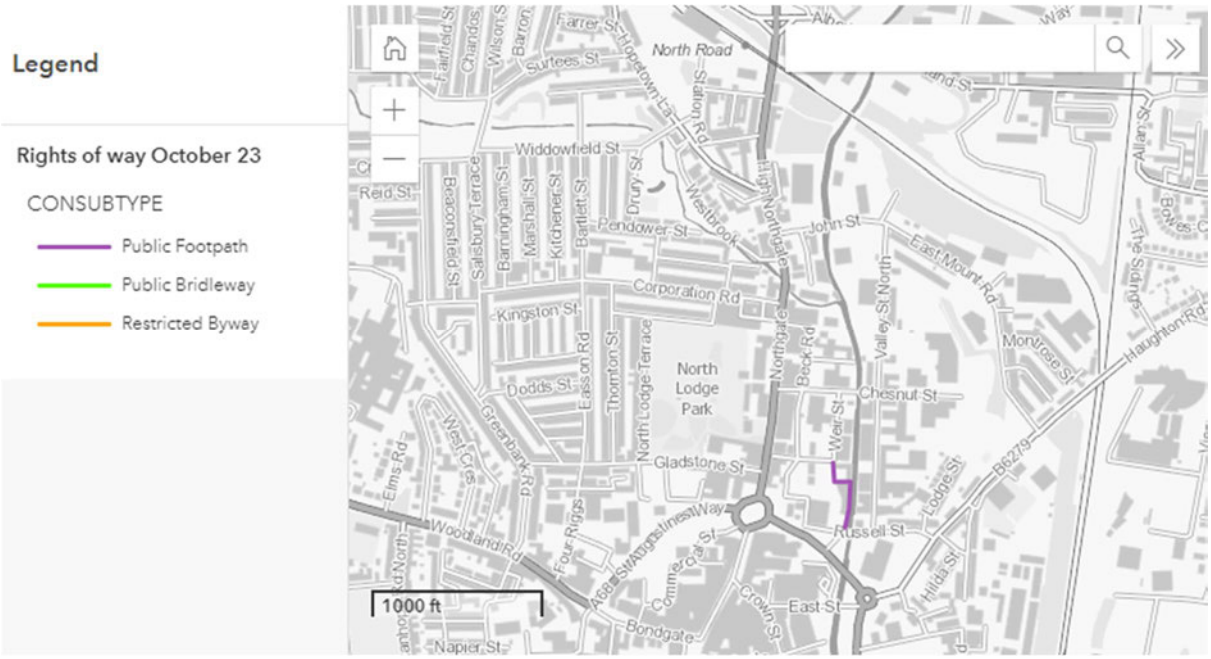
3.9 Site Demarcation & Signage Requirements

To be confirmed.

4.0 Existing On-Site Risks & Environmental Restrictions.

4.1 Boundaries & Access

Public Rights of Way are shown on the Darlington Borough Council (DBC) website (Darlington BC - Where are rights of way?) but this does not necessarily provide a full list of PRoWs.



Contact DBC for further information on PRoWs in the area.

There are a number of heritage assets within the project boundary. Skerne Bridge at the northern boundary of the site is Grade I listed, the bridge crossing the River Skerne at Chesnut Street is Grade II listed, and the bridge that crosses the river at Russel Street is also Grade II listed.

4.2 Details of "no-go" or authorisation requirements

To be confirmed with EA estates team.

4.3 Restrictions on Deliveries, Waste Collection and Storage

To be confirmed.

4.4 Client infrastructure & Services

There is a river level gauge upstream of the John Street bridge on the left-hand bank (as seen on site visit). No other EA equipment is on site.

4.5 Adjacent Land Use

The project is located in a predominantly urban area.

The closest schools to the site are Borough Road Nursery School (DL1 1SG) (200m from site) and Corporation Road Community Primary School (DL3 6AD) (400m from site), although there are other schools within the area which should be considered when establishing routes to site.

The closest nursing homes to the site are HC-One Nursing Home (DL3 6AH) (415m from the site) and Anchor Retirement Home (DL1 4DL) (513m from the site), although there are others further from the site that should be considered when establishing routes to site.

4.6 Nature of Watercourse

The banks of the watercourse are entirely manmade and provide vertical drops from the bankside. The distance from the bankside level to the bed level is a significant drop (depth to be established during site investigations) and the bankside therefore has fencing or walls along the majority of its length. This provides poor access and egress from the watercourse.

There is significant urban debris in the watercourse, some observed debris appears to be originating from directly adjacent businesses.

Further information to be collated through discussions with EA staff in meetings.

4.7 Location of Existing Live Services

Service information has been provided by the client. It is the contractor's responsibility to maintain this information and undertake searches as per the requirements of PAS 128 as a minimum, and any other searches such as pipelines, telemetry etc. that may be required. Designs must contain the PAS128 traffic light utility services investigation gauge, as per EA's AutoCAD standards.

4.8 Existing Contaminated Land

No information is available from the Client regarding contaminated land in this area. It is down to the duty holders to do the required surveys to establish if there are any issues with contaminated land.

4.9 Existing Storage of Hazardous Materials

Not applicable.

4.10 Existing Structures

Within the boundary of the site are two weirs (Russel Street weir at NZ 29180 14836 and a second weir downstream at NZ 29152 14347), and a concrete apron at the confluence with Cocker Beck (NZ 29157 15223). None of these structures are EA assets and there are no other structures that are EA assets in the project area.

4.11 Existing Ground Conditions, Underground Structures & Watercourses

To be confirmed.

4.12 Asbestos

To be confirmed.

4.13 Lead

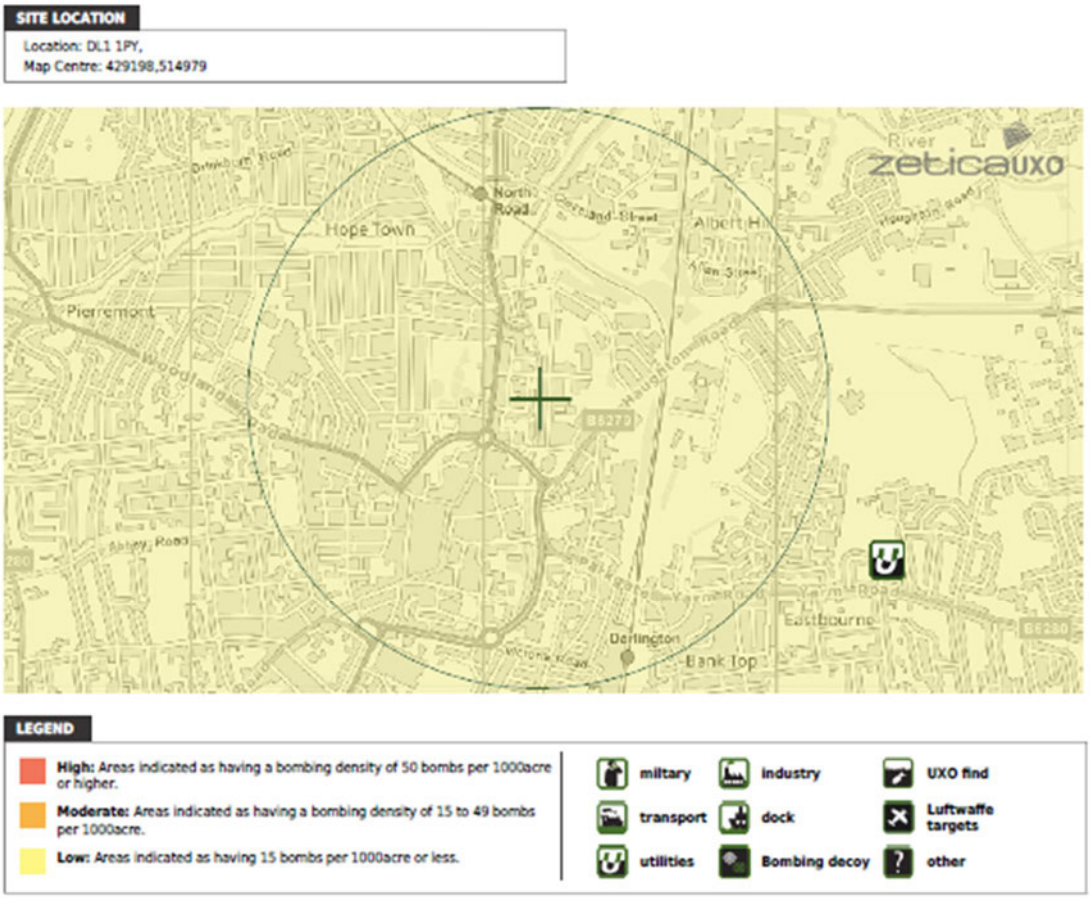
To be confirmed.

4.14 Environmental Restrictions

The Client has provided various ecological information which can be found in the PMV folder of the JBA Project SharePoint Site. It is down to the duty holders to produce relevant environmental information including the environmental action plan and to implement accordingly.

4.15 Unexploded Ordnance (UXO)

Information regarding the risk of UXO has been provided to the Designer.



The UXO risk of the project area is Low.

5.0 Significant Design and Construction Hazards.

Information has not been made available regarding significant design and construction hazards at the time of compiling this PCI document.

5.1 Significant Design Assumptions

Designer to provide.

5.2 Suggested Work Methods, Sequences or Other Control Measures

Designer to provide.

5.3 Temporary Works

Designer to provide.

5.4 Materials Requiring Particular Precautions

Designer to provide.

5.5 Significant Risks Identified During Design

Designer to provide.

5.6 Public Safety Risk Assessment

Senior User has engaged with the local PSRA Lead for the area and there are no EA assets within the project boundary with risk assessments associated with them.

6.0 Health and Safety File.

The health and safety file is an important document required by the CDM regulations, it has been deemed that one is required for this project with the format to be agreed between duty holders. Information for the health and safety file is collated from all CDM duty holders throughout the project lifecycle, and it's important everyone understands what should be included.

The Principal Designer will prepare a health and safety file during the pre-construction phase in agreement with the Client. This will be appropriately reviewed, updated, and revised to take account of the construction phase and any changes that have occurred. The health and safety file must be appropriate to the characteristics of the project and include a level of detail proportionate to the risks. It should only include relevant information, be in a convenient form and easily understandable.

It must not include contractual information, pre-construction information, information about the construction process unless it may affect future works, or information about the normal operation of the completed structure. The information contained in other documents should not be replicated in the health and safety file, instead, it should be cross-referenced when relevant, for example a Public Safety Risk Assessment.

It is proposed that the Principal Contractor incorporates suitable procedures within their construction programme to acquire such information for provision to the Principal Designer in a timely manner.