Framework:	Collaborative Delivery Framework
Supplier:	BAM Nuttall Ltd
Company Number:	00305189
Geographical Area:	North East
Contract Name:	Early Supplier Engagement (ESE) for OBC-FBC including intrusive surveys and coordination with relevant utility providers
Project Number:	ENV0003815C
Contract Type:	Engineering Construction Contract
Option:	Option C
Contract Number:	C29164
Stage:	Other

[redacted]

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name — Early Supplier Engagement (ESE) for OBC-FBC including intrusive surveys and coordination with relevant utility providers

Project Number — ENV0003815C

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
  20250226-LIT 13267-ECC Scope_ESE_Butteryhaugh_Lot 2-v6

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 C

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*

X16: Retention

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

Conduct intrusive surveys, manage utility delivery and support the Client's design consultant.

The *Client* is — Environment Agency

Address for communications — [redacted]

Address for electronic communications

The *Project Manager* is

Address for communications

Address for electronic communications

The *Supervisor* is

Address for communications

Address for electronic communications

The Scope is in
20250226-LIT 13267-ECC Scope_ESE_Butteryhaugh_Lot 2-v6

The Site Information is in
Butteryhaugh Preconstruction Information Jun 2025

The *boundaries of the site* are
Butteryhaugh Preconstruction Information Jun 2025

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
Ground Investigations

EAP

FRAP

Temporary Works

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 11th July 2025

The *access dates* are part of the Site	date
Asite	4th July 2025
FastDraft	4th July 2025
Co-Space/Sharepoint	4th July 2025
Notice of Entry (upon request)	4th July 2025
Key Client Roles	4th July 2025

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

The *Completion Date* for the whole of the *works* is 30th March 2026

The *Client* is not 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 Safety issues for the public 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 *£135,692.00*

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

The *Contractor's share percentages* and the *share ranges* are

share range				*Contractor's share percentage*
less than		80 %		0 %
from	80 %	to	120 %	as set out in Schedule 17
greater than		120 %		as set out in Schedule 17

6 Compensation events

The place where weather is to be recorded is Wakefield (West Yorkshire)

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 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
and which are available from

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

[redacted]

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 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications 'to be confirmed'

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

Z Clauses

Z 2B: Water levels: *Contractor's* risk

Clause 60.1 (12) second bullet point is amended to: “are not weather conditions or floods and”

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."

Z7 *Contractor's* share

After cl54.2 and before cl54.3, insert the following additional clause:
54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Contractor.

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.

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 30 June 2023 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] per day

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 [redacted]

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 X16: Retention

The *retention free* amount is [redacted]
The *retention percentage* is 50.00%

The *Contractor* may give the *Client* a retention bond

OPTION X18: Limitation of liability

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

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

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

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 [redacted]

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 term used under this contra	No beneficiary used 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: BAM Nuttall Ltd

Address for communications: [redacted]

Address for electronic communications:

The *fee percentage* is: Option C [redacted]

The *working areas* are: The site, BAM Newcastle office, BAM temporary works design office & BAM employees home addresses

The *key persons* are

Name (1) [redacted]
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (2) [redacted]
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

5 Payment

The *activity schedule* is in Appendix 1

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

[redacted]

[redacted]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is
n/a

Contract Execution

Client **execution**

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

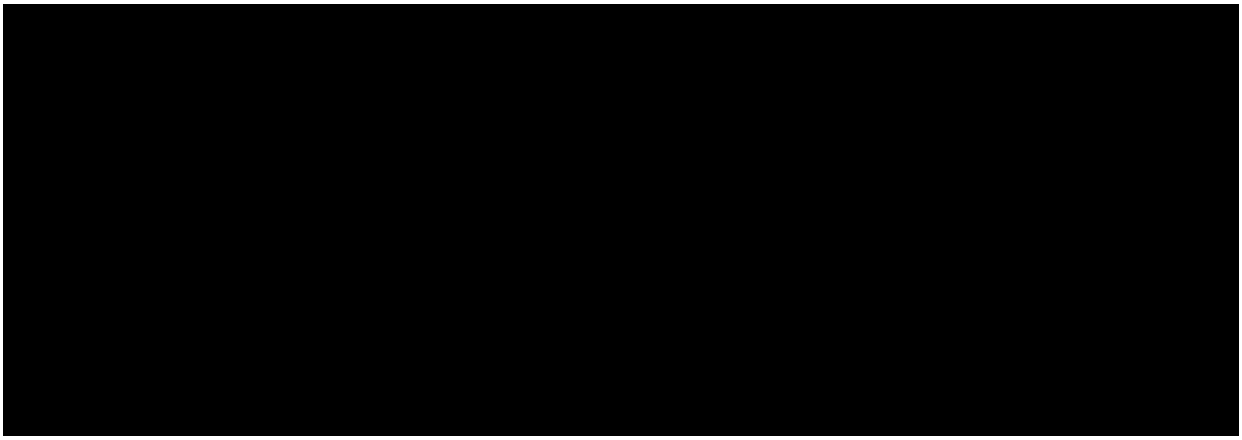
[redacted]

Contractor **execution**

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

[redacted]

Appendix 1 : Activity Schedule



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NEC4 engineering and construction contract (ECC)

ECC Scope Template - Early Supplier Engagement (ESE) for OBC-FBC including intrusive surveys and coordination with relevant utility providers

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	Butteryhaugh Flood Alleviation Scheme (FAS)
Project SOP reference	ENV0003815C / ENV7003815R
Contract reference	TBC
Date	26th Feb 2025
Version number	Rev 6.0
Author	[redacted]

Revision history

Revision date	Summary of changes	Version number
26.02.2025	First issue, including EA Pj team inputs until 10.03.2025	1.0

08.04.2025	Delivery partner input and revised scope	2.0
29.04.2025	Bam Review	3.0
01.05.2025	EA CSM Review	4.0
06/05/2025	EA/BAM agreed scope (frozen for costing)	5.0
20/06/2025	EA/BAM Revised scope	6.0

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.

Table 1 - Scope Reference Documents

Service is to be compliant with the following:	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements – Standard	V 13	Jun 2024 - MTR found here MTR library] & LIT 13258 - Minimum Technical Requirements.docx
LIT 65150	Minimum Technical Requirements – Environment and Sustainability	V 2	Mar 2023
LIT 17641	Exchange Information Requirements	V 3	Dec 2022
LIT 16559	SHEW CoP	V 7	**Apr 2025**
~~LIT 12507~~	~~(SHE) handbook for managing capital projects~~	~~V2 or [latest version]~~	~~23/03/2023 or[Insert date of latest version]~~
N/A	Project Information Delivery Plan	Appendix 1	This document
~~LIT 14284~~	~~Carbon Operating Instruction~~	~~[Insert latest version #]~~	~~[Insert date of latest version]~~
PCI	Pre Construction Information	V2	Jun 2025 – Includes Redline Boundary
GI	Ground Investigation Documents: 297664-SS-BOQ-001 - GI Spec Rev S04-P2 ISSUE.xlsx ENV0003815C-ARU-00-ZZ-SO-GT-A0801 Rev S04-P2-GI Scope Note update S4-P02.pdf ENV0003815C-ARU-00-ZZ-SP-GT-A0801 GI Technical Specification Rev S04-P2.pdf	V2	 May 2025 Apr 2025 Apr 2025
EAP	ENV0003815C-ARU-XX-ZZ-PL-EN-C0600_1-S3-P1-C0600-EA3-LOD2 P02.pdf		Dec 2024

	Appendix B - 20240703 - Butteryhaugh ESAP V3 Draft for comment.pdf Appendix C - 01 Provisional Exploratory Hole Location Plan.pdf		Dec 2024 Dec 2024

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*

The contractor shall support the development of the FBC by carrying out the ECI activities. This includes providing input into the detailed design development, buildability, cost advise and supporting in early risk identification and management

The *Contractor* shall provide advice on buildability, logistics, procurement, construction phasing/durations, temporary works, input into the design, identify 3rd party considerations, and produce a cost plan for the detailed design.

The *Contractor* is to produce a Site Access Report. The report will include: -

- Mark-up of options for accessing the site from the road network
- Mark-up of potential compound locations
- Details of potential upgrades to existing roads or tracks e.g. Section 278 works, widenings

Locations of bridges or other structures that could pose a constraint to site access. The *Contractor* is required identify and engage with utility stakeholders to, plan, manage, request and coordinate works packages in relation to the project.

Where applicable the *Contractor* may be required to request provision of payment notices in relation to utility works.

The *Contractor* is required to establish and identify enabling works with the following utility companies:

.1 Northern Power Grid

.2 Northumbrian Water Group

.3 British Telecom Group

The *Contractor* shall be responsible for arranging and managing all of the appropriate Highway Authority consents and closures that may be required including footpaths and Public Rights of Way. These are to be instructed as a compensation event if required when known

S 102 Purpose of the works / Outcome required

The purpose of the work is to assist in the development of the Full Business Case (FBC) for the Butteryhaugh FBC. The Contractor's deliverables for progressing the FBC are summarised in Table 2.

Table 2 - Works and Contractor Deliverables.

Ser	Description	Deliverable
1	Identify resource staffing for ESE & Construction phase	

Ser	Description	Deliverable
2	Development, management and communication of construction programme. Minimum details to be included: a) Utility diversion activities b) Long lead items in the supply & procurement chains. c) Ecological constraints d) Permitted development constraints e) Construction durations and sequence f) Enabling works or Advance Works[1] g) Mobilisation & Handover periods h) FRAP contraints on construction activities. In addition to this, the contractor will produce FRAP documents and apply for FRAP permit for the construction phase. i) Show float & risk in the programme j) Key milestones k)Seasonal construction constraints	
3	Engagement and management of utility stakeholders to plan for diversion/relocation/enabling works as required. Anticipated utility companies include: a) Norther Power Grid (NPG) b) British Telecoms (BT) c)Northumbrian Water Group (NWG)	
4	Identification of 3rd Party Considerations. Such as: a) Landowners b) Notice of Entry c)Any permitting required d) Planning consents required e) Highway consents f) Structural surveys	

[1] To allow the project to proceed at the required programme milestones and key dates.

Ser	Description	Deliverable
	g) Ecological surveys	
5	Identify Temporary works schedule. Identification of any significant temporary works designs that need to be considered from a CDM perspective in advance of the works tender, to ensure competence of resources and time.	
6	Detailed design appraisal. Cost planning/appraisal to form part of the FBC assurance, detail is sufficient from Lot 1 supplier to price the scheme. Costing of specialist or bespoke operations to inform or augment PCT costing if required.	
7	Update Buildability/Logistics Plan/Site Access Report based on the detailed design. Contractor shall actively participate in the design phase to provide input on health and safety for buildability, use and maintenance, ensuring that the design is safe and practical to construct, use and maintain providing proactive risk identification and mitigation the focus shall be on identifying potential hazards early and implementing solutions before construction begins, provide value engineering and any cost saving mechanism. The contractor will conduct thorough design reviews with all CDM duty holders to identify and address health and safety issues throughout the design stage for both temporary and permanent works. The review of the design drawing is required to be carried out. To include the following points as a minimum: a) Mark-up of options for accessing the site from the road network b) Updated Buildability report c)Mark-up of potential compound locations d) Details of potential upgrades to existing roads or tracks e.g. Section 278 works, widenings e) Locations of bridges or other structures that could pose a constraint to site access	Production of Site Access report.

Ser	Description	Deliverable
8	Review Pre-Construction Information	
9	To review and price the ECC main works construction scope. This should include the total cost for all works/deliverables to reach gateway 5	
10	Input into Project Carbon Tool, Appendix and Calculator by providing advice on available materials and products including information on carbon and sustainability implications	
11	Attendance of Risk Workshops	
12	Procure, Plan, Manage and Monitor Ground Investigation Package.	
13	Attendance of Fortnightly Progress Meetings.	
14	Attend at least two site visits.	
15	Production of monthly project updates.	
16	Draft CPP/PEP in line with EA SHEW CoP.	
	Contribute to lessons learnt and/or Health & Safety moments for the Contractor's wider organisation.	
	Identifying and highlighting to the project team opportunities to reduce carbon or other construction efficiencies.	

.1 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.

.2 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

Potential access constraints/restrictions to be managed by liaison/consultation with any necessary landowners and adjacent land users in cooperation with the *Client*.

Access to the Salmon Hatchery land must be arranged with the hatchery team 2weeks before any site visit. For any works, it is as per NOE requirements which is typically 4 weeks' notice to be provided to the client.

Environment Agency permits may be required for certain site investigation activities, particularly where in channel works are specified. Close liaison with the Client's Area Partnership and Strategic Overview (P&SO) and Fisheries, Biodiversity and Geomorphology (FBG) Teams required. Input and ascertaining of the FRAP and SI to be instructed as Compensation Events if required.

A Marine Management Organisation (MMO) licence may be required and liaison with the MMO to develop and gain this licence is required as part of the SOC-OBC scope. Developing/engaging with the MMO to be instructed as a compensation event if required.

Potential buried services in the location of intrusive ground investigation. Services plans can be supplied to assist in the planning of these works, but the *Contractor* must satisfy themselves as to their validity. Any additional GPR or trial holes and pits involved with this will be instructed as a compensation event if required.

Potential heritage or archaeological constraints. To be managed via liaison by the *Contractor*, and *Client* as required. Any archaeological surveys or discussions with other parties to ascertain heritage constraints will be instructed as a compensation event if required.

Potential ecological or ancient woodland constraints. To be managed via liaison by the *Contractor*, and *Client* as required.

Potential constraints regarding the methodology of the construction phase include working in the channel with machinery. *Contractor* to liaise with the *Clients* FBG team.

Flood events which occur during or in advance of inspections may temporarily prevent access. Appropriate flood warning systems to be utilised where possible. To be managed by liaison between *Contractor* and *Client* as required. This will be clearly defined as a compensation event.

Any access constraints posed by intrusive vegetation. To be managed via liaison between *Contractor* and *Client* as required. Any removal of invasive species and or vegetation is excluded from this scope and will be instructed as a compensation event if required

The *Contractor* shall liaise with the Local Authority and comply with their requirements for noise control. The contact details are shown in the Scope.

The *Client's* limits on noise control and working hours are:

Normal working hours will be from 0800 to 1800 Monday to Friday and from 0800 to 1300 Saturday, unless planning conditions specify otherwise. Where practicable, operations which may cause noise and or vibration disturbance should be scheduled for daylight working. Potential constraints to working times may exist for certain site locations. To be managed by liaison/consultation with any necessary landowners and adjacent land users in co-operation with the *Client*.

The *Contractor* shall take all reasonable precautions to minimise the noise arising from their plant, vehicles and method of construction, and shall adopt the relevant recommendations of BS 5228: 2009.

~~GI works and results returned by Oct 2025.~~

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

Publicly open location. Existing fencing to be maintained by the *Contractor.*

S 204 Security and identification of people

The *Contractor* is responsible for the security of the Site, when defined, and for vehicles and pedestrians entering and leaving the Site.

S 205 Protection of existing structures and services

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-contractors when required.

S 206 Protection of the *works*

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

invasive species. This is essential for the hatchery as it is an ecological sensitive are. 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

The *Contractor* is to refer to the site information, scope and EAP prior to commencing intrusive works. *Contractor* clarifications must be brought to the *Clients* attention for further guidance and information

AD Traffic Management

The *Contractor* is to liaise with local authorities to obtain permissions required for road closures or other works impacting public highways.

The *Contractor* is to communicate key information and constraints relating to the closures to the *Client*.

AD Cleanliness of Roads

During construction related activities, the *Contractor* is required to implement suitable and appropriate measures to control, manage and monitor debris and/or foreign objects on public roads.

AD Condition Survey

The *Contractor* may be required to conduct condition surveys. When required these will be instructed by the *Client*. Reinstatement will be discussed by the *Client* and *Contractor* as part of the instructed works package.

AD Consideration of Others

The *Contractor* is to be aware that the small village of Butteryhaugh is small and tight nit community, which also contains a primary school. The *Contractor* is to be respectful and thoughtful towards all community members when visiting or working on site.

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).

Important! "Carbon Forecast" and "target" means different things in different systems and situations. Therefore, it is important in all Contract Communications to be clear which Carbon Forecast or which target is meant. Using the terminology listed here in S 215 (1) will help.

~~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 72111[2] (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.

[2] LIT 61271 superseded. LIT 61271 - Cost and carbon data collection CDF LOT 1.xlsx

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

1. 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 [**select *Contractor* and or 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)

add requirement for lot 2 delivery partner to produce the Verified Capital Carbon Forecast at GW3 if not being produced by Lot 1 Delivery Partner if this Scope covering both ESE and Construction

6. [add]

S 300 Contractor's design

- The *Contractor* may be instructed to design of site clearance/temporary works.
- The *Contractor* is required to liaise with the *Clients* design team and Principal Designer.
- The *Contractor* is the adopt and follow the *Client's* SHEW COP.
- The Contractor can find a list of roles and responsibilities in section S800.
- The *Contractor* will act as the Principal Contractor.
- The *Contractor* will be required to draft a Scheme methodology report .

The *Contractor* will identify temporary works requirements and produce designs for the works for ButteryHaugh project.

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*:

(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

Works identified in Table 2: Works and Contractor Deliverables.

Comments arising from the *Client* or other parties are appropriately updated or addressed in a revised document with version control measures imbedded.

S 402 Correcting Defects

Following Completion of the works, the *Contractor* will liaise with the *Project Manager*, and *Client* to agree access to the Site to correct any Defects.

S 403 Pre-Completion arrangements

.1 Prior to any works being offered for takeover 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 takeover or the *Completion* date

S 404 Take Over

For any ground investigation works required the *Contractor* will liaise with the Client a minimum of 3 weeks prior to works commencing to review any areas of the site in which the Client may require access during the works.

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).

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:

1) Starting date

2) Milestones: key dates to be agreed at start up meeting

3) Completion date

4) Order and timing of the work

S 502 Programme arrangement

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

Occupational health, safety and welfare are of paramount importance to the Client. The Contractor must view health, safety and welfare as an integral part of carrying out the works and not as stand-alone considerations. The works shall be undertaken in a manner that achieves high standards of health, safety and welfare

S 504 Work of the *Client* and Others

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

Each programme submitted will include dates relating to the *Contractor's* outputs allowing for time for any information to be issued by the *Client*. As a minimum the *Contractor* is required to include the following, subject to further updates or instruction as the programme matures.

Table 3 - Programme Information required from the Contractor.

Ser	Deliverables	Output by Contractor
	Basic staffing schedule for ESE & construction phase	**Schedule**
	Production of high level construction programme. Details to include: • **High level construction durations** • **Identification of long lead items** • **Ecological constraints, such as periods in the year we may not be to work** • **Permitting durations / requirements**	**MS Project Programme**
	Project specific Noise & Vibration Requirements	**Assessment**
	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**	**Schedule**
	Draft Temporary Works Schedule	**Schedule**

S 506 Revised programme

~~Any specific requirements for the submission of revised programmes, such as an explanation of changes~~. No additional requirements.

S 600 Quality assurance

S 601 Samples

State the materials and samples required including any procedures for submission and acceptance

.1 **[add here]**

S 602 Quality statement

As detailed in the CDF framework agreement, contract data and the Environments Agency's Minimum Technical Requirements.

S 603 Quality management system

The *Contractor* shall operate a Quality Management System complying with BS EN ISO 9001.

The *Contractor* shall supply a QMS to the Client.

S 604 BIM requirements

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

The Contractor shall comply with the Client's BIM requirements. Refer to appendix 1.

S 700 Test and inspections

Refer to the Environment Agency's Minimum Technical Requirements (MTR) documents.

Upon instruction by the Project Manager the Contractor will carry out any necessary investigative works, such as Structural Surveys (SS), to allow for budget quotations and programming. These works will be instructed as a compensation event.

The *Contractor* will ensure the reinstatement work following investigations is carried to a standard agreed prior to the works commencing. Following completion of works the *Client* will carry out a quality check and approve and sign off the work.

For intrusive surveys the *Contractor* and *Client* shall carry out a joint walkover & gather photographic evidence of the survey site before works commences and on completion of the reinstatement.

Structures with a finish other than plain concrete or vegetation, e.g. brick or stone walls, must be assessed on a case-by-case basis and a method of intrusive work and subsequent reinstatement work must be agreed with the *Client* prior to carrying out the work.

S 800 Management of the *works*

S 801 Project Teams – others

Name	CDM Role	NEC 4 Contract Role	Role
Environment Agency	Client	Client	Client
EA PCM Project Manager	Client	Client	Project Manager
Principal Designer	Principal Designer	None	CDM Advisor
Arup	Designer	Consultant/Others	Design Consultant
BAM Nuttall Ltd	Principal Contractor	Contractor/Others	Contractor
EA PCM Project Executive	Client	Supervisor	Client PCM Project Executive
P&SO Senior User and Senior User Representative	None		Client- P&SO Senior User
NEAS Representative	None	None	Client - NEAS
Asset Performance Senior User and Senior User Representative	None	None	Client – Ops & Maintenance

TBC	**None**	**None**	**Client – Project Sponsor**
Carbon and Cost Estimator	**None**	**None**	**Client – Carbon and Cost Estimator**
Environment Agency	**TBC**	**TBC**	**Additional Roles:** **FBG Rep** **Cost Manager** **Information Manager**
EA ECC PM	**NONE**	**Project Manager/Service Manager**	**ECC PM**

Table 4 - Project Team & Others

S 802 Communications

Meetings shall be undertaken face to face or 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.

In managing the works the *Contractor* shall:

1) Attend monthly progress meetings arranged by the *Client*. *Client* to record actions and share as required.
2) Attend Quarterly Project Board meetings and provide input on the progress and programme, risks, issues and exceptions.
3) Identify project efficiencies and provide information and evidence for efficiency briefing notes in line with the *Client's* CERT process.
4) Produce monthly financial updates giving forecast and actual expenditure.
5) Deliver weekly informal programme updates as required (via email/telephone).
6) 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.

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:

1) Design review workshops
2) Carbon, efficiencies and value engineering workshops
3) Risk workshops
4) Commercial meetings
5) Planning and programming workshops

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

The *Contractor* is to submit monthly reports via Fastdraft. The *Client* is content with receiving reports based upon the Contractors own governance process so as long as the following information is captured:

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*.

8. Risk Allowance

9. Critical Path Sequence

10. Project Details/Particulars.

11. Explanation of revisions or amendments to the programme.

12. Effects of implemented Compensation Events

13. Effects of unresolved and/or other changes to the programme.

14. Progress

15. Proposals / Mitigation for dealing with delays.

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

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

.3 The submission of an appropriately completed LIT 61272 with any application for payment is currently paused, but is likely to be restarted in the future.

.4 The Contractor is required to provide Application for Payments by the 10th day of each month on FastDraft (or other date agreed at the project start up meeting) Evidence of costs is required including invoices and/or expenses from sub-contractors.

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

The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with the works. This can be done through regular progress meetings, face to face, site visits or other forms of collaborative and effective ways of communicating.

The *Client's* design Consultant is responsible for the delivery of the FBC and detailed design. This is expected to commence in Sep 2025 and will finalise in Jan 2026.

The *Contractor* is to liaise with the *Client* and Others for the co-ordination of works and access.

The *Contractor* is to identify information requirements, for the *Contractor* to obtain from others or provide to others and timing of associated activities.

S 901 Co-Operation

.1 Contractor shall liaise with NPG, NWG, NCC, Openreach, landowners and any other utility providers with assets within the work location

S 902 Co-Ordination

.1 The contractor shall liaise with the Client and other using emails, Microsoft teams, letter drop in, face to face meetings. Access to the Salmon Hatchery land must be arranged with the hatchery team 2weeks before any site visit. For any works, it is as per NOE requirements

S 903 Authorities and utility providers

The Contractor is required identify and engage with utility stakeholders to, plan, manage, request and coordinate works packages in relation to the project.

Where applicable the Contractor may be required to request provision of payment notices in relation to utility works.

The Contractor is required to establish and identify enabling works with the following utility companies:

1) NPG
2) NW
3) BT

The Contractor shall be responsible for arranging and managing all of the appropriate Highway Authority consents and closures that may be required including footpaths and Public Rights of Way. These are to be instructed as a compensation event and when required and known

S 904 Diversity and working with the *Client*, Others and the public

.1 The client promotes and inclusive culture. Contractor is encouraged to liaise with project team on matters affecting the environment.

2 The contractor is required to identify any social value initiatives that can be implemented as part of the project delivery

3 . The client may request the support of the contractor regarding social value events or opportunities.

4 The contractor should be respectful to the Butteryhaugh community and the general public at all times.

S 1000 Services and other things to be provided

Use as appropriate to the work activities and contract, if significant physical works are to be undertaken use the General Scope Template

S 1001 Ground Investigation

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

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.

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

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).

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

The Contractor is required to ensure adherence to environmental action plan (EAP)

S 1001 Carbon minimisation

Early supplier engagement will contribute and agree to how to minimise carbon throughout the construction stage working with their suppliers on lower carbon products and services that meet the project scope and deliverables. Early supplier engagement will contribute and agree to monthly reporting of emission actuals against forecast (see application for payment section). Early supplier engagement will contribute and agree to delivery of outturn actual emissions that meet the verified forecast for emissions at project completion and provide the evidence for this set out in the 'as built' carbon appendix and supporting carbon assessment and carbon budget (i.e. ERIC) for verification by an EA appointed Carbon Specialist via Asite. The verification process requires project team engagement with the verifier and may result in actions to:

1) update the carbon appendix and supporting carbon assessment and budget (i.e. ERIC).
2) set out the reasons for outturn actuals emissions being above/below the verified forecast

The verified outturn actuals and forecast from this process will be required for the performance measure set out in this contract as well as for an EA process of carbon budget authorisation managed by EA Project Sponsor.

S 1100 Health and safety

Health and safety are the number one priority of the *Client*. The *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.

It is anticipated that the works on site will not be subject to formal notification to the HSE, however, work carried out will be treated as if it was notifiable.

The Principal Designer under the Construction Design and Management Regulations (2015) will adhere to the Environment Agency SHEW code of practice January 2023.

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 *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.

The *Contractor* will produce a Project Execution Plan (PEP) for all intrusive works.

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.

.4 If the Contractor subcontracts work, it is responsible for providing the works as if it had not been subcontracted. The contract applies as if a Subcontractor's employees and equipment were the Contractor's

S 1300 Title

.1 No additional requirements

S 1400 Accounts and records (Options C and E)

S 1401 Additional Records

Clause 52.2 (Options C and E) List the additional records to be kept by the *Contractor*. This may include but not be limited the following:

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

.2 Temporary work designs and assumptions

.3 CDM & SHEW cops Documents

.4 Timesheets and site allocation sheets,

.5 Equipment records,

.6 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)

.7 Specific procurement and cost reports

S 1500 *Client's* work specifications and drawings

S 1501 *Client's* work specification

The *Contractor* is to carry out the works in accordance with the Environment Agency's Minimum Technical Requirements – Operational instruction LIT 13528

The *Contractor* shall drawings for the acceptance of the *Client* prior to manufacture or procurement constraints.

The *Contractor* shall allow for at least 10 days for the *Client* to review any drawings submitted.

The Ground Investigation is to be carried out in accordance with the Specification

S 1502 Drawings

Outline designs for the preferred option have been shared by the *Client* with the *Contractor* during the OBC phase. The *Contractor* will liaise as directed with Others as detailed design drawings are progressed.

The *Contractor* is to be made aware of the following drawings:

Outline Design Drawings Numbers

ENV0003815C-ARU-00-00-DR-Z-B1300_3

ENV0003815C-ARU-00-00-DR-Z-B1300_4

ENV0003815C-ARU-00-00-DR-Z-B1300_5

S 1503 Standards the *Contractor* will comply with

.1 The *Contractor* should carry out their work using the following guidance. Refer to Table 1 on Page 4.

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

Appendix 1 Information Delivery Plan (IDP)

The *Contractor* 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 *Contractor* unless it is referenced elsewhere within the Scope.

The Contractor is required to submit a BEP (BIM execution plans)

The *Contractor* 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

Redline boundary

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