Framework:	**Collaborative Delivery Framework**
Supplier:	**BAM Nuttall Ltd**
Company Number:	**00305189**
Geographical Area:	
Contract Name:	**NE HUB Lot 2 DTA Programme ESE**
Project Number:	**EVNFCPNZ00228B00R**
Contract Type:	**Engineering Construction Contract**
Option:	**Option E**
Contract Number:	**TBC**
Stage:	**Other**

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name NE HUB Lot 2 DTA Programme ESE

Project Number EVNFCPNZ00228B00R

This contract is made on 17 June 2024
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
LIT 13260 - CDT NEC4 ECC Scope_DTA_250334

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

North East HUB DTA Programme Support

The *Client* is — Environment Agency

Address for communications — Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications — [redacted]

The *Project Manager* is — [redacted]

Address for communications — Environment Agency

Aqua House
20 Lionel Street
Birmingham
B3 1AQ

Address for electronic communications [redacted]

The *Supervisor* is *TBC*

Address for communications

Address for electronic communications

The Scope is in
LIT 13260 - CDT NEC4 ECC Scope_DTA_250334

The Site Information is in
N/a

The *boundaries of the site* are
N/a

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 17 June 2024

The *access dates* are

part of the Site	date
access to people, places, documents etc	17 June 2024

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

The *Completion Date* for the whole of the *works* is 27 March 2027

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 Public Health and Safety Issue 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 *£517,302.00*

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 N/a

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 N/a hours GMT

and these measurements:

1.
2.
3.
4.
5.

The *weather measurements* are supplied by N/a
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. Water levels exceed 1:10 AEP at the nearest levels
2. The working area is unsafe due to flooding
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

N/a

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are [redacted]

Address for communications: Environment Agency

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications [redacted]

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

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 *Contracto*r.
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.

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.

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.

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 Nil 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

£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 12 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

12 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: BAM Nuttall Ltd

Address for communications:

St James House
Knoll Road
Camberley
Surrey
GU15 3XW

Address for electronic communications: [redacted]

The *fee percentage* is: Option E — 9.90%

The *working areas* are: The Site, the Contractors premises, the Consultatnt premise

The *key persons* are

Name (1): [redacted]
Job: Framework Manager - North England
Responsibilities: Framework Management
Qualifications: MIEMA CEnv
Experience: 15 Years Experience

The *key persons* are

Name (2): [redacted]
Job: Design Manager
Responsibilities: Design Management
Qualifications: BSC Hon's in Civil Engineering' IEng
Experience: 17 Year 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

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1) [redacted]
Address for communications
Mikasa House
Asama Court
Newcastle Business Park
Newcastle Upon Tyne
NE4 7YD

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications
Mikasa House
Asama Court
Newcastle Business Park
Newcastle Upon Tyne
NE4 7YD

Address for electronic communications
[redacted]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is

Contract Execution

Client **execution**

Signed Underhand by [redacted] for and on behalf of the Environment Agency

[redacted] 3/08/2024 Project Executive, Innovation and Delivery Group

Date Role

Contractor **execution**

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

[redacted]

Contractor **execution**

[redacted] 08/08/2024 Divisional Director

Date Role

Environment Agency

Document category: COMPULSORY

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
27 Oct 23	• Cover page instructions for EA PM updated • Change log for template changes added • S 215 updated to include defined carbon terms & reflect the agreed carbon methodology V3.1 • S 216 for reporting updated to take account of FOF and MMF alternative procurement going through CDF and ACCD Pilot and carbon terminology • S 1502 rewording for consistent terminology and clarity around ACCD Pilot • S2000 renumbering to align with NEC standards (was previously s1700)	8

Project / contract information

Project name	Decarbonisation Technology Accelerator (DTA) Programme
Project SOP reference	ENV0005802C
Contract reference	tbc
Date	25 March 2024
Version number	2
Author	DTA National

Revision history

Revision date	Summary of changes	Version number
5 December 2023	First issue	1

25 March 2024	Second issue	2

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 accordance with clause 17.1 either party can notify of any inconsistency or ambiguity in or between these documents which are part of the contract. In the event of conflict, this Scope shall prevail.

The works is to be compliant with the following: DOCUMENT	**Document Title**	**Version No**	**Issue date**
LIT 13258	Minimum Technical Requirements – Standard	V 12	30/12/2021 MTR library
LIT 65150	Minimum Technical Requirements – Environment and Sustainability	V 2	30/03/2023 MTR library
LIT 17641	BIM Protocol Exchange Information Requirements	V 3	1/12/2022 EIR library
LIT 16559	SHEW CoP	V 6	12/12/2023 SHEW CoP
LIT 12507	(SHE) handbook for managing capital projects	V 2	29/03/2023 **(SHE) handbook**
LIT 14284	Carbon Operating Instruction	V 6	15/08/2023 COI
FHU 309	Carbon methodology	V 3.1	02/10/2023

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 use content table's hyperlinks. Control and Select (Ctrl + Click) the Scope clause number will take you to that clause in this document.

Contents

S 100 Description of the works.

S 101 General Description of the *works.*

The Decarbonisation Technology Accelerator (DTA) programme is a national programme that will make best use of the Integrated Delivery Teams (IDTs) in each hub to accelerate decarbonisation of the capital programme. The DTA programme has been scoped around the six technologies with best potential to achieve decarbonisation and cost efficiencies. These are:

- Modern Methods of Construction
- Earthworks Optimisation
- Novel/Ultra-low carbon concrete
- Low carbon concrete (scaling up)
- Low carbon steel/alternatives
- Asset management.

The programme will make use of existing *Client* projects, including live ground investigations and construction projects, to trial promising new technologies, to help optimise the processes and systems associated with their use, and to scale up their deployment in creating new, and managing existing, assets. This will result in programmes of accelerators in all six collaborative delivery hubs. The programmes in each hub will be led by an integrated team consisting of personnel from the *Client*, *Contractor* and Others. This team will also be responsible for ensuring that changes in processes and systems proposed nationally will work locally in the hub.

The DTA programme will be delivered by the *Client*, *Contractor* and Others working together to build, maintain and implement a **Supply and Service Plan** (SSP) for the Hub (as described within Appendix 2 and also within Appendix 1: Supply & Service Plan Guidance of accompanying instructions document).

S 102 Purpose of the works / Outcome required.

The desired outcome of the *works* is a significant reduction in the carbon intensity of the *Client's* capital programme within the Hub. For this outcome to be achieved, the *Contractor's* supply chain intelligence and construction expertise will be required for the successful testing, optimisation and scaling-up of low carbon technologies. The *Contractor* will be responsible for the supply of low carbon technologies and materials, as required to test, optimise and scale up technologies on accelerator host projects (AHPs) in the hub, under this contract.

S 103 Key Activities and Deliverables

The *Contractor* is required to collaborate with the *Client* and Others in the development, maintenance and delivery of the SSP and to provide all the deliverables that are identified as Lot 2 deliverables. The SSP is a live document that will be refined as the DTA programme progresses. **Project Technology Scopes** will be required for each AHP, to be collaboratively developed as set out in the guidance in the accompanying instructions. The Project Technology Scopes, to be agreed with AHPs and the national DTA team, will set out the scope, methodology, risk and liability management procedures for testing, optimising and scaling-up activities on individual AHPs.

The key deliverables are:

- Assessment of low carbon technology suppliers (capacity, prices, quality, safety etc)
- Procurement and supply of low carbon technologies, and related support services relevant to their deployment on live AHPs
- Management of the testing of technologies being trialled within the Hub and associated risks, and the management and reporting of performance liabilities of the technology being tested.

Key activities will include, but may not be limited to, the following:

- **Project Management support** - The *Contractor* shall collaborate with the *Client* and Others in the identification, assessment and resolution of project issues and in maintaining the project issues log.
- **Review of high-level programme** – the *Contractor* shall collaborate with the *Client* and Others to set out the activities, durations and sequence of the *works* and identification of long lead items. In addition, the *Contractor* shall set out the constraints, consents, robust delivery durations considering risk.
- **Cost estimating** – The *Contractor* shall provide cost estimates and manage the costs of supplied products and services as set out in the Supply and Service Plan. The *Contractor* is to provide advice to the *Client* on the development and detail of the risk allowance.
- **Project level risk register** – the *Contractor* shall provide the *Client* and Others with the identification and assessment of project risks and in maintaining the Project level risk register.
- **Providing technical information and advice** – The *Contractor* shall provide technical information on supplied products and on the use of specialist operations and their most effective use. The *Contractor* shall seek support from specialist sub-contractors if needed.
- **Advance Procurement** – The *Contractor* shall assess suppliers and propose pricing and procurement of technologies for the Supply and Service Plan and agreed accelerator host projects. These proposals will be presented to the *Client* for acceptance and based on supplier assessments including product performance and opportunities for efficiencies e.g. in bulk purchasing.
- **Procurement** – The *Contractor* shall manage procurement and delivery of technology products for the hub, as a third party supplier to accelerator projects hosting the trials.
- **Advance Works** – Providing advice to the *Client* on the benefits of advance works if needed and enabling these if required.
- **Lessons learned** – where appropriate the *Contractor* will provide lessons learned from the *Contractor's* wider organisation that could mitigate risks and support the effective delivery of technology. They will also provide lessons learnt regarding specific technologies to the DTA Project Management Team and the Technology Theme Lead (TTL) for the relevant technology.

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

S 201 General Constraints

The requirements for deployment of technologies on individual accelerator host projects will be set out in a 'Project Technology Scope' (as described within Appendix 2: Project Technology Scope Template of accompanying instructions document). The Project Technology Scope will include the specific constraints related to the products and services provided by the *Contractor* such as required deployment dates, site arrangements and project installation skills.

The *Contractor* may require access to a number of different sites for the purposes of conducting technology trials. It is anticipated that the sites used for the technology trials will be under the control of the contractor responsible for the capital scheme construction works. The constraints identified in the Project Technology Scope for these projects will be fully taken into consideration as well as any additional constraints identified that are relevant to the technology being trialled.

The *Contractor* and relevant Project Team members must be available to attend progress meetings and any required DTA development workshops.

S 202 Confidentiality

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.

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

S 203 Security and protection on the site

As per the agreed procedures for the accelerator host project site(s) being accessed, together with any additional security deemed necessary to protect the technology being trialled.

S 204 Security and identification of people

As per the procedures for the project being used for the trial.

S 205 Protection of existing structures and services

The *Contractor* should refer to the Site Information and PCI for the host EA capital project in question to identify and protect existing structures and services or undertake procedures for identifying them.

S 206 Protection of the *works*

The *Contractor* will protect the *works* against damage.

S 300 Contractor's design

The *Contractor* will be responsible for the design of the temporary works, unless formally agreed otherwise. The responsibility for the design of DTA technologies that are to be incorporated into the permanent works of the AHP will be with Others, based on national specifications and design guidance provided by the Technology Theme Leads. The *Contractor* will support Others by supplying sufficient technology performance information from the agreed supplier of the technology procured by the *Contractor*. This technology performance information will include the information requirements specified under S 600 Quality Assurance.

S 400 Completion

S 401 Completion definition

The Supply and Service Plans will set out the specific deliverables required from the *Contactor* for completion of the *works* in the plan.

It is an absolute requirement of the contract that Completion is only certified when:

- All of the deliverables have been provided and accepted by the *Client* including those deliverables listed in the SSP and Project Technology Scopes.
- All BIM Data has been transferred to the *Client*'s databases
- Clause 11.2(2) work to be done by the Completion Date has been satisfied.

S 402 Correcting Defects

The *Contractor* will agree procedures for access for the correction of any Defects and process for liaison with the *Project Manager* and *Client* on the AHPs.

S 403 Pre-Completion arrangements

Prior to Completion the *Contractor* shall arrange a joint inspection, as set out in the Supply and Service Plan.

S 500 Programme

S 501 Programme Requirements

- The *Contractor* provides the programme in accordance with the Contract Data and the requirements of Clause 31 of the *conditions of contract* in Microsoft Project Format (Version 2016).
- The *Contractor's* programme should be compatible with the *Client's* whole life programme for the overall project (available on request).
- The *Contractor* shall ensure that the programme includes appropriate time allowances for the internal quality assurances and review of all deliverables prior to issue to the *Client.*
- The *Contractor* shall allow the *Client* a two-week period to review each of the deliverables prior to their finalisation and this should be reflected in the programme.
- The programme for the Works will be defined by the *Client* and Theme Technology Lead. The *Contractor* will be required to input into this programme as required by the *Client*.
- The programme for each trial shall be integrated into the programme for the project hosting the trial and should comply with the requirements of Clause 31.2 and also includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP).
- The programme requirements on the *Contractor* are to build and deliver a Supply and Service Plan in collaboration with the EA and Lot 1 consultant. The details of the programme are set out in the Supply and Service Plan and cover:
    - Specific services related to each technology (up to 38 technologies covering 6 themes)
    - The procurement and supply of technologies for all accelerator projects
    - The deployment of technologies in collaboration with individual projects

See Appendix 2 for details of the purpose and content of the Supply and Service Plans.

S 502 Programme arrangement

The programme must clearly show activities related to each trial, including:

- Mobilisation
- Start on site
- Finish work on site Trial completion report submission
- Completion

S 503 Methodology statement

Methodology statements shall be prepared for all trial-related activities not covered by the existing methodology statements for the scheme in question.

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

Information is to be provided in line with the Programme Arrangements. It should be provided to the TTL for the relevant technology and the EA's DTA Hub Level Project Manager.

S 506 Revised programme

The *Contractor*, in any submission of revised programmes, will notify the *Client* in advance of planned programme submissions, and provide an explanation of any changes.

S 507 Monthly reports

In managing the *works* the *Contractor* shall

(1) Contribute monthly updates to the project risk register.

(2) Provide input to project efficiency CERT Form.

(3) Produce monthly financial updates and forecasts meeting the *Client*'s project reporting timetable together with progress reports. Monthly financial updates and forecasts to meet EA deadlines provided by no later than the 10th day of each month, or otherwise agreed at the project start up meeting.

(4) Commission capital forecast profile to be entered on FastDraft monthly. Monthly progress will be measured by the *Contractor* against the hub Supply and Service Plan. Carbon reporting will be completed through a monthly report on the emissions from deployment of specific technologies (and volumes) on the accelerator projects.

(5) Framework Heads Up 244 Commercial Clarification 54

(6) Framework Heads Up 256 Commercial Clarification 57

(7) Attend project board meetings as required.

(8) Capture lessons learnt relevant to scheme delivery for the *Client*.

S 600 Quality assurance

The technologies supplied will have sufficient product performance information for the purposes of deployment on accelerator projects to meet the requirements of testing or optimising or scaling up.

This will include information of H&S, Environmental Product Declarations (or equivalent) and required by the EA and Lot 1 consultant for IDP purposes (see Appendix 1) and for design liability purposes.

S 601 Samples

Where appropriate, samples will be provided by the *Contractor* for the purposes of testing.

S 602 Quality statement

Where the Project Technology Scopes set out a requirement for quality procedures to achieve the aims of testing or optimisation activities, the *Contractor* shall prepare quality statements for acceptance by the *Client.*

S 603 Quality management system

The relevant ISO and British Standards shall apply.

S 604 BIM requirements

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

S 700 Test and inspections.

Tests and inspections will be carried out in accordance with clause 41 of the Contract.

The testing of supplied technologies on accelerator projects will be agreed in the 'Project Technology Scope' as a collaboration between DTA Lot 1 consultant and DTA Lot 2 *Contractor* and the project team. The *Contractor* will be a third party supplier of the product, services and support for its DTA deployment. This will include the required testing and inspections to ensure deployment and installation meet supplier and performance requirements.

S 800 Management of the *works*

The Supply and Service Plan will set out the required management of the *Contractor's* products and services. In general, the *Contractor* is required to manage the deliverables and activities set out in the plan with their sub-contractors/suppliers through professional services and roles covering for example procurement, supply, deployment and quality management. Also to report progress of their deliverables and activities in the plan to the Hub DTA service manager.

S 801 Project Teams – others

On appointment the *Contractor* is to provide a detailed contact list of their team who will be providing the *works.*

S 802 Communications

As part of the general project management duties the *Contractor* shall, as a minimum, communicate with the *Client* and wider Project Team in the following ways:

- Monthly Progress Reporting (including progress update report, record of deliverables issued, and/or advice provided to the *Client*/Consultant, comments on the programme, financial updates & forecasts and risk management updates meeting the *Client*'s project reporting timetable).
- Provide project updates to the *Client* via phone or telecon as required.
- Provide input to a project issues log which will be reviewed at monthly progress meetings and determine the appropriate actions necessary to resolve the identified issues.
- Contribute to lessons learnt relevant to the Decarbonisation Technology Accelerator Programme on the DTA lessons learnt log, this is to be reviewed at progress meetings.
- Co-operate with the *Client* in the role of the BIM Information Manager; including production of BIM Execution Plan and updated Master Information Delivery Plan using the BIM Implementation Plan and MIDP structures provided by the *Client*.
- The Designer is to make full use of the *Client*'s web-based project collaboration tools (SharePoint/FastDraft) for the handover of project deliverables. All project and contract communications and records are to be distributed and stored using this project collaboration tool.
- Provide input to carbon and sustainability reporting at key DTA programme milestones.

Additional communications requirements are to be set out in the Hub Supply and Service Plan.

S 900 Working with the *Client* and Others

The *Contractor* is required to collaborate with the DTA programme and project manager teams, with the hubs and individual accelerator projects and with DTA Lot 1 consultant as set out in the Supply and Service Plans and Project Technology Scopes.

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

Clauses 25.1 and 60.1(5), as set out in the Hub Supply and Service Plan and Project Technology Scopes.

S 902 Co-Operation

The *Contractor* shall communicate and cooperate directly the entire *Client* team, their TTL, other suppliers and stakeholders.

Further requirements will be set out in the Hub Supply and Service Plan and Project Technology Scopes.

S 903 Co-Ordination

As set out in the Hub Supply and Service Plan and Project Technology Scopes.

S 904 Authorities and utility providers

Identify *works* to be carried out by the authorities and utilities providers. State the responsibility for enquiry, management, procurement and provision of notices and payment.

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

As set out in the Hub Supply and Service Plan and Project Technology Scopes.

S 1000 Services and other things to be provided.

The Services required by this Scope are detailed in S102.

S 1100 Health and safety

- Health and safety is 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.
- The *Contractor* is to ensure that the *works* developed and implemented are in accordance with the requirements of the Environment Agency's Safety, Health, Environment and Wellbeing Code of Practice.
- The *Contractor* is to make use of Environment Agency Health and Safety application reporting tools – eg: AirsWeb.
- Each individual AHP being an EA Capital Programme project will have appointed a Principal Designer under the CDM 2015 Regulations for their project. The *Contractor* shall liaise with these appointed Principal Designers during the development and delivery of the *works*.
- All works undertaken at each AHP site providing technology trial support will comply with CDM Regulations 2015 and the Health and Safety At Work Act 1974.

S 1200 Subcontracting

The *Contractor* may subcontract work using an NEC contract.

S 1201 Procurement of subcontractors

The *Contractor* will carry out an assessment of suppliers to the hub that best meets the requirements of a DTA technology as set out by the DTA technology theme leads. The assessment will be based on both quality and price and shared with the DTA programme management team for benchmarking against other hub assessments. This will be the basis of agreement with the DTA programme to procure the technology for the hub.

Sub-contractors need to be selected using best value processes. 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. 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 Accounts and Records

S 1301 Additional Records

Clause 52.2 - the additional records to be kept by the *Contractor* will be set out in the Project Technology Scopes for each trial. This may include timesheets and equipment records.

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

S 1302 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 after April 2024 without an appropriately completed LIT 61272 will **not** be recognised or treated as a compliant submission. Until that date this is only required for contracts identified as being within the pilot. After that date ALL contract shall comply.

S 1400 *Client*'s work specifications and drawings

The specifications for technologies deployed in the hub from an agreed contractor supplier will be the responsibility of the hub Lot 1 consultant supported by the *Contractor* and for designs set out by the national DTA Theme Technology Leads.

S 1401 Client's work specification

The specifications for technologies deployed in the hub from an agreed contractor supplier will be the responsibility of the hub Lot 1 consultant supported by the *Contractor* and for designs set out by the national DTA Theme Technology Leads.

S 1402 Drawings

In agreement with the hub Lot 1 consultant, drawings will be supplied as part of the technology supplier information and assured for deployment under the DTA programme.

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* 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 – Supply and Service Plan Instructions

Introduction

The Hub DTA teams will have a crucial role in testing, optimising and scaling up decarbonisation technologies in their hub. The 'Supply & Service Plan' will set out an agreed list of projects and tasks to be undertaken at hub level to support progression of individual technologies through the Innovation Readiness Level (IRL) processes described in each Theme's Technology Plan. The specific technologies, projects and activities to be taken forward in each hub will be agreed with the national Technology Theme Leaders (TTLs).

The plan will therefore be a specific hub programme, resourced and contracted through CDF and managed by a PCM Service Manager. Contracts between the EA and CDF Lot 1 and Lot 2 will be Option E, Time Basis. CDF Lot 1's contract will be an NEC4 Professional Services Contract (PSC); CDF Lot 2's contact will be an Engineering and Construction Contract (ECC). This is because CDF Lot 2 will not only be providing professional advisory services but will also be supplying the technologies and materials required to execute the accelerators to participating projects.

Building and implementing the Supply and Service Plan

The hub team will first need to review the technology plans and tasks required to progress the two priority technologies through the relevant IRLs. The team will then need to work with the DTA Project Manager, Hub Programme Specialists and the "owners" of the hub Decarbonisation Plan, to prioritise the technologies that the hub has greatest potential to supply, test, optimise and scale up.

The Supply and Service Plan will be built collaboratively by the *Contractors*, Consultant and DTA EA Project Manager. In this integrated plan

- The Lot 1 Consultant is responsible for setting-out all the services they will provide. These will include coordination, engagement, task and finish group participation, technology assessments, evidence gathering, design, specification, design of monitoring systems, performance review, provision of advice on risks and liabilities and collation of data and evidence, as well as lessons learnt.

- The Lot 2 *Contractor* is responsible for setting-out in the plan the products and services they will provide. This will include coordination, engagement, task and finish group participation, assessments of low carbon technology providers, supply of these technologies, provision of the site support services required to aid their effective deployment, provision of cost data and performance monitoring.

- The DTA EA Project Manager is responsible for ensuring that the S&S Plan documents the principles of the agreements made between the DTA programme and the projects hosting trials. These agreements should cover the approaches proposed in relation to costs, programme, contributions and risk management. The detail of these agreements will be recorded in a Project Technology Scope for each trial, prior to works proceeding.

The inputs from each hub will be agreed, accelerator by accelerator, through the following stages:

Scoping – the hub team will agree with the Programme Specialists which projects from the existing shortlist have best potential to progress specific priority technologies through the IRLs set out in the national Technology Plan for each theme. They will then approach the project teams and collaboratively develop an initial 'Project Technology Scope'. This will set out how the project can assist with the required testing, optimising or scaling-up activities, the type and scale of the works being undertaken, related tasks, timescales and how risk and costs would be managed.

Agreeing nationally – the initial Project Technology Scopes will be reviewed to assess how well they fit the technology IRL stage requirements and for their value for money resulting from the proposed management of risks and costs. This review will be undertaken in collaboration with the DTA national team and Technology Theme Leads. It will result in a proposed moderation to the proposed accelerator projects set out in the Supply and Services Plan.

Designing and implementing – once an accelerator, or other hub activity to support the IRL process, has been agreed and signed-off, the Project Technology Scopes will be finalised. This will involve designing the accelerator in detail, including the relevant specifications, drawings, monitoring arrangements, budgets, programme and risk management approach.

The content of the S&S Plan will cover the following in a MS Word report format:

Section/generic content	**Deliverables**
Introduction	
A brief introduction describing the key characteristics of the hub's capital programme, the low carbon technologies considered most likely to achieve the decarbonisation targets set for the hub and the types of project available to host technology accelerators.	
Project and Programme Management	

• Team organisation and structure
• Quality, Safety and Environmental Assurance
• Reporting on IRL progress across programme
• Roles and responsibilities, including those related to
  o Interactions with TFGs and National Once activities
  o Risk and liability advice
  o Design of monitoring systems and protocols
  o Technology supplier assessments
  o Procurement procedures
  o Technology supply and support services
  o Technology pricing and performance.
  o Capture and collation of data and evidence acquired.
• Cost estimation and forecast update procedures
• Programme development and maintenance
• Progress reporting formats
• Meetings – format, frequency, attendance
• Change management procedures
• Risk management and register maintenance.
	Description of programme management procedures and controls.
	Team organisation chart.
	Roles and responsibilities table.
	With appended:
	• Cost and resourcing forecast
	• MSP Programme

Engagement	
• Engagement with Technology Theme Leads • Specialist expertise for technology engaged in TFG activities • Engagement with individual AHP Project Teams and Hub PCM Programme Specialists / Delivery Managers as necessary • Engagement with the national DTA project management team • Additional engagement, as required, with third parties and stakeholders.	Engagement plan, summarised in the S&S Plan, with detail appended as required.
Hub programme-level activities (describe all activities that will be undertaken at programme level, not covered by the Project Technology Scopes for individual AHPs)	
Indicative tasks/inputs:	

Section/generic content	Deliverables
• Programme and Decarbonisation Plan review • Design and specification inputs • Identification of hub priority technologies • Review of project shortlist • TTL engagement • Specialist supplier engagement – tech availability/suitability, can they supply? • Procurement and pricing • Programme specialist and team engagement • Briefing teams • Identifying additional industry expertise, eg within specialist suppliers • Project Technology Scope development and finalisation • Provision of installation, maintenance and user instructions • Information capture protocols • Hub compliance with IDP • Accounting for individual project technology scopes, services, products, cost and carbon reduction at programme level.	Approach and method statements to complement information on cost estimation sheets
Indicative outputs may include: • Installation process reports • Monitoring results • Technical progress reports • Issues escalation • Failure analysis and replacement • Technology task data outputs • Maintenance and liabilities agreements • Reporting on individual project technology scopes, services, products, cost and carbon reduction at programme level. • Hand-over and readiness for service protocols • Close-out reporting protocols	
Project Technology Scope Register	
List individual project technology scopes by theme.	