



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

Geographical Area: North East
Contract Name: South Elmsall FAS - BAM ESE
Project Number: [REDACTED]

Contract Type: Engineering Construction Contract
Option: Option C

Contract Number: C22149

Stage: Other

Revision	Status		Originator		Reviewer		Date
V1.0	[REDACTED]		[REDACTED]		[REDACTED]		14/11/2023

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name South Elmsall FAS - BAM ESE

Project Number [REDACTED]

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 and Framework Agreement Extension dated and signed 1st April 2023 between the *Client* and the *Contractor* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
SouthElmsall_SOC-OBCECCScope_ESE_V1.2

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*

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

Support the delivery of an Outline Business Case for South Elmsall FAS

The *Client* is

Environment Agency

Address for communications

Lateral
8 City Walk

Leeds
LS11 9AT

Address for electronic communications [REDACTED]

The *Project Manager* is [REDACTED]

Address for communications
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]

The *Supervisor* is *to be advised by the client*

Address for communications

Address for electronic communications

The *Scope* is in
SouthElmsall_SOC-OBCECCScope_ESE_V1.2

The *Site Information* is in

The *boundaries of the site* are

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 08 December 2023

The *access dates* are
part of the Site date

Asite 08 December 2023

FastDraft 08 December 2023

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

The *Completion Date* for the whole of the *works* is 05 March 2025

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 is
• 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

The *interest rate* is 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

	<i>share range</i>	<i>Contractor's share percentage</i>
less than		
from	to	as set out in Schedule 17
greater than		as set out in Schedule 17

6 Compensation events

The place where weather is to be recorded is Ryhill

The *weather measurements* to be recorder for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

- 1.
- 2.
- 3.
- 4.
- 5.

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

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

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

These are additional compensation events

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

8 Liabilities and insurance

These are additional *Client's* liabilities

- 1 'not used'
- 2 'not used'
- 3 'not used'

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

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

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

Environment Agency

Address for electronic communications

Name

Address for communications

Environment Agency

Address for electronic communications

The *Adjudicator* is

Address for communications

'to be confirmed'

'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 *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 c154.2 and before c154.3, 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:
 $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$

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 $1 + \text{PVP}$ 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 <i>Contractor</i> 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 <i>performance table</i> 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 <i>starting date</i> until the Completion Date, the <i>Contractor</i> reports to the <i>Project Manager</i> its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the <i>Contractor's</i> 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 <i>Project Manager</i> 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 <i>Contractor</i> pays the amount stated in the Performance Table, • if the relevant performance exceeds or meets the target stated in the Performance Table, the <i>Contractor</i> 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 [REDACTED]

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 [REDACTED]

OPTION X15: The *Contractor's* design

The *period for retention* following Completion of the whole of the *works* or earlier termination is [REDACTED]

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 [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 [REDACTED]

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 [REDACTED] 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

None None

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

The fee percentage is

Option C

The working areas are

The site and contractors offices whether temporary or permar

The key persons are

Name (1)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (2)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (3)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (4)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in

3 Time

The programme identified in the Contract Data is

5 Payment

The activity schedule is

Resolving and avoiding disputes

The Senior Representatives of the Contractor are

Name (1) [redacted]

Address for communications

[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

Address for electronic communications

[redacted]

Name (2) [redacted]

Address for communications

[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

Address for electronic communications

[redacted]

X10: Information Modelling

The information execution plan identified in the Contract Data is

Contract Execution

Client execution

Signed under hand by [PRINT NAME]

[Redacted Signature]

Date

for and on behalf of the Environment Agency

[Redacted Signature]

Role

In the presence of:

Signature

Date

Role

Address

Name [Print]

Contractor execution

Signed under hand by [PRINT NAME]

[Redacted Signature]

for and on behalf of

BAM Nuttall Ltd

[Redacted Signature]

20/12/2023

Signature

Date

[Redacted Signature]

Role

In the presence of:

Signature

Date

Role

Address

Name [Print]

Project / contract information

Project name	South Elmsall FAS
Project SOP reference	██████████
Contract reference	C22149
Date	10/11/2023
Version number	V1.2
Author	██████████

Revision history

Revision date	Summary of changes	Version number
03/07/2023	First issue	V1.0
10/11/2023	Revisions following discussion with ██████████ and updated Framework template.	V1.2

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 the event of conflict, this Scope shall prevail.

The service is to be compliant with the following: DOCUMENT	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements – Standard	V 12	December 2021
LIT 65150	Minimum Technical Requirements – Environment and Sustainability	V 1	30/03/2023
LIT 17641	BIM Protocol Exchange Information Requirements	V3	February 2023
LIT 16559	SHEW CoP	V 5	20/01/2023
LIT 12507	(SHE) handbook for managing capital projects	V2	23/03/2023
LIT 14284	Carbon Operating Instruction	V 6	15/08/2023

Navigating the Scope

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

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

Contents

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

DOCUMENTS INCLUDED IN SCOPE BY REFERENCE.	2
	CONTENTS 3
S 100 DESCRIPTION OF THE <i>WORKS</i>	3
S 200 GENERAL CONSTRAINTS ON HOW THE <i>CONTRACTOR</i> PROVIDES THE <i>WORKS</i>	5
S 300 CONTRACTOR'S DESIGN	11
S 400 COMPLETION	12
S 500 PROGRAMME	13
S 600 QUALITY ASSURANCE	14
S 700 TEST AND INSPECTIONS	14
S 800 MANAGEMENT OF THE <i>WORKS</i>	15
S 900 WORKING WITH THE <i>CLIENT</i> AND OTHERS	16
S 1000 SERVICES AND OTHER THINGS TO BE PROVIDED	17
S 1100 HEALTH AND SAFETY	18
S 1200 SUBCONTRACTING	19
S 1300 TITLE	20
S 1400 ACCOUNTS AND RECORDS (OPTIONS C AND E)	21
S 2000 <i>CLIENT'S</i> WORK SPECIFICATIONS AND DRAWINGS	22

S 100 Description of the *works*

S 101 General Description of the *works*

The *Contractor* shall work with the project team (including the Principal Designer) to provide efficiency, cost, risk and buildability input into appraisal process and production of OBC and complete the services in line with the conditions of contract and best practice procedures.

South Elmsall is a busy market town in West Yorkshire, situated between Wakefield and Doncaster. There is a history of flooding in South Elmsall (notable flood events occurred in June 2007 and January 2008), and hydraulic modelling suggests a significant flood risk to residents, becoming more severe with the impacts of climate change. An effective flood alleviation scheme would provide opportunities to not only improve flood risk, but also enhance the environment, deliver amenity benefits, increase and maintain investor confidence in the area and reduce vulnerability, allowing communities to focus on other opportunities.

Various mechanisms pose flood risk to different areas of South Elmsall, and previous work completed at SOC recommended that a combination of options was required to provide a 1% AEP event plus climate change (CC) Standard of Protection (SoP) from fluvial flooding. The current stage of work aims

to revisit the SOC assumptions and main findings and use these to develop the options appraisal, detailed project planning and select a preferred option.

S 102 Purpose of the works / Outcome required

- Agree scope following award – levels of input are proportionate to the scheme size, its risks and complexity. If capped with respect to ESE input and cost, where should the focus be on that particular scheme to offer best value.
- Attendance at a site visit to identify access requirements, physical constraints, easement requirements, required working areas, compound areas, etc .
- Review of outline design options / drawings that are to form part of the tender information – is sufficient information available for the Lot 2 supplier to price the schemes. Identification and advice provided on buildability, construction methods, SHE compliance, access requirements etc.
- Review of high-level programme and input into activities, durations and sequence – can we plan around seasons (e.g. earthworks in the summer months), identification of long lead items (and therefore when does the contract need to be let), ecological constraints, third party constraints, consents, robust delivery durations considering risk. Early identification of programme constraints that could prevent a scheme from starting or completing as planned.
- ~~Review of draft ECC Scope – is sufficient information available for the Lot 2 supplier to price the scheme.~~
- ~~Review of draft Site Information – is sufficient information available for the Lot 2 supplier to price the schemes. If gaps are identified, assessment made as to whether there is value in closing the gaps.~~
- ~~Review of draft 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 sufficiency of resources and time.~~
- Information for the carbon tool.
- Contribution to specialist areas of the high level cost estimate against a defined scope as requested by the project team. Suitable risk pot established considering stage of project.
- Input into a project level risk register with particular reference to construction risks that can be communicated to Lot 2 suppliers at time of works offer and updated regularly throughout the life of the project.
- ~~Project Manager to keep a queries log established for response by both the Lot 1 and the ESE supplier to record how issues identified have been incorporated into the project going forward.~~
- Ensure works project scope and importantly either business case or Scope has no gaps and can be fully communicated including risk.
- End user engagement to set the scene for future delivery in terms of solution expectation, ongoing management of assets or asset performance and present a way of delivery that can be delivered.
- Sharing lessons learned from the Contractor's wider organisation
- Providing advice on available materials and products including information on carbon and sustainability implications using amongst other tools the Carbon Planning Tool
- Engaging with utility companies to discuss service diversion requirements and proposed plant activities in immediate vicinity of services
- Costing of specialist or bespoke operations to inform or augment PCT costing
- Providing advice on specialist operations and viability of those operations
- Selection and advanced procurement and storage of materials where this delivers efficiencies in cost and time to the project/package.
- Input into optioneering and selection of best procurement methods for the project/package.
- Enabling or advance works, where this will allow the project to proceed at the required programme

- Identifying and highlighting to the project team opportunities to reduce carbon on the project.

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

S 201 General Constraints

The only constraints identified at this stage are in relation to potential GI constraints (detailed below). In the development of the options in producing the OBC the *Contractor* shall inform the project team and record any constraints which could impact upon delivery.

Potential constraints for the GI work are:

Access: Regions of the site are within/adjacent to residential areas and commercial areas and so may be constrained. This is particularly of interest in South Elmsall centre, adjacent to the market square. Access to arable land upstream on Langthwaite Beck will need to be agreed with landowner (council) and access points agreed. National Rail owned land may need to be accessed, if so any work on that land will need to be undertaken in the presence of a National Rail employee.

Parking: Regions of the site are within/adjacent to residential areas and commercial areas and so parking restrictions.

Occupied premises and users: South Elmsall market square is currently in use.

S 201 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 202 Security and protection on the site

- .1 N/A

S 203 Security and identification of people

- .1 N/A

S 204 Protection of existing structures and services

- .1 N/A

S 205 Protection of the *works*

- .1 N/A

S 206 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 contract completion eg) capital carbon actuals at project completion or eg) capital carbon actuals April 2022 to March 2023 At construction completion, an 'as built' version of ERIC calculations will capture outturn actuals against an asset breakdown and provide a total to compare with previous ERIC version 'forecasts'.
Capital Carbon Budget	a decarbonisation benchmark of capital carbon emissions for a project based on the current project scope and based on expected levels of decarbonisation of the asset types set out in a carbon assessment. It is calculated in every version of an ERIC (CC and CMT) calculation and is based on generic asset types and associated rates of decarbonisation over future years.
Capital Carbon Forecast	an estimate of capital carbon emissions from a project based on the current project scope calculated using a PAS 2080 compliant carbon assessment tool. It is calculated in every version of an ERIC (CC and CMT) calculation and used to optimise for lowest carbon through the use of emission rates provided by the EA or provided by manufacturers of products (e.g. low carbon) that are outside of the EA rates (manufacturer rates will be verified by the EA).

Carbon Reporting

- a) Reporting on capital carbon forecasts and budgets via FastDraft is a monthly requirement of a service for business case project stages. The reported data will be project carbon figures from the latest ERIC calculations that consultants maintain as 'work in progress' versions to support their appraisal and design deliverables.
- b) Reporting on capital carbon actuals to date and a latest capital carbon forecast for construction completion via FastDraft is a monthly requirement of a service for construction stage. The reported data will be based on evidence of embodied carbon in products supplied and construction services carried out up to the reported date and aligned to reported expenditure at the same time. See ref S216

Additional terminology for carbon reporting:

Consultant Carbon Forecast Form Carbon forecast form in FastDraft to be completed monthly as per contract Scope requirement - reporting is for Project (not contract).

FastDraft Carbon Forecast menu option in FastDraft can't be changed but add FastDraft to name in communications to distinguish from capital carbon forecast

Draft Denotes any FastDraft reported data from carbon assessments that are 'work in progress' versions maintained by the contractor and will not therefore be required to be verified by the EA.

Back Up Sheet This is the colloquial name given to a "worksheet of actual carbon and cost data" as more detailed evidence of emissions and expenditure in a reporting period. Use LIT 61271 (Lot 1 PSC) or worksheet name in Scope and Communications

Carbon Performance Measure for contracts

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

Additional terminology for carbon performance measure:

Carbon Performance is measured at completion of the contract from the results of the carbon assessment that has been produced as a deliverable of the contracted service and been verified and approved by the EA

Carbon Performance Tables where carbon performance is related to the incentivisation payout / payback bands and contract type. Applied at the time the contract signed.

ECC Carbon Target is set at a fixed % above the Capital Carbon Forecast (tCO₂e) that has been verified either at GW3, or subsequently through an approved change control. It is a fixed number not a range.

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

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

are required for the Carbon Performance Table and measures set out in this contract.

S 207 (2) Carbon responsibilities of all Parties

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 Payout / 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)

S 300 Contractor's design

.1 N/A

S 400 Completion

S 401 Completion definition

- .1 The following are an absolute requirement for Completion to be certified, without these items the *Client* is unable to use the *works*:
- [add Relevant documentation for this commission the below are examples]
- | | | |
|-----|-------------------------|--|
| (1) | [Document name] | two copies one hard copy and one electronic version. Adjust this to Provide all information to the Principal Designer, if the Principal Designer is compiling the Health and Safety File |
| (2) | Verification of | the Capital Carbon Forecast supported by the <i>Client's</i> ERIC tool and saved in ASite |
| (3) | Updated Carbon Appendix | Delivery of the Final Carbon Appendix, this is to be saved into ASite. |
| (4) | BIM Data | Transferred to the <i>Client</i> databases of BIM data |
- .2 Clause 11.2 (2) work to be done by the Completion date

S 402 Correcting Defects

- .1 N/A

S 403 Pre-Completion arrangements

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

S 404 Take Over

N/A

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).

S 502 Programme arrangement

- .1** N/A

S 503 Methodology statement

- .1** N/A

S 504 Work of the *Client* and Others

- .1** N/A

S 505 Information required

- .1** N/A

S 506 Revised programme

- .1** N/A

S 600 Quality assurance

S 601 Samples

.1 N/A

S 602 Quality statement

.1 N/A

S 603 Quality management system

State any requirements for a quality management system, including accreditations or legislative standards.
--

.1 In accordance with ISO9001.

S 604 BIM requirements

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

S 700 Test and inspections

.1 N/A

S 800 Management of the *works*

The Contract Data identifies the *Client*, *Project Manager*, *Supervisor* and *Contractor* and states what each is required to do. It is important, in using this section, not to contradict these obligations and duties. If any of their duties are delegated to Others, the extent of the delegation should be set out.

S 801 Project Teams – others

- .1 A copy of the project team organogram is included in the Appendix 2.

S 802 Communications

State any communication procedures which the *Contractor* is required to follow. Consider the following

- For all contractual matters, FastDraft will be used.
- Meetings will be held on Teams on a 4-weekly basis on a day to be agreed. Invites will be sent to the Client and Contractor teams as necessary.
- The meetings will follow the Client's standard template and include, Safety, Programme, Design, Financial, Risk, Liaison and any other matters arising from the scoping.
- Information requirements: Project team members will be given access to Asite to access all site information. Any documents produced will be added to the Asite workspace.
- Electronic systems and communications: Email, Teams, FastDraft and Asite will be used.
- BAM and EA standard forms will be adopted for communication.
- Where abbreviations are used for the first time, the full wording should be used. A glossary of terms will be included in the handover documentation for clarity.

S 803 Monthly Reporting

1. For the duration of the contract progress is to be reported monthly via
 - (1) [LIT 13283 - Monthly work progress summary - construction stage.docx](#)
 - (2) [LIT 12295 – Monthly highlight report](#)
2. Contribute monthly updates to the project risk register.
3. Provide input to project efficiency CERT Form.
4. Attend project board meetings as required.
5. Ensure quarterly input into framework performance assessment / environmental Performance Measures.
6. Maintain and show how accurate and up to date information on the whole-life cost and carbon of options is driving optimum solutions at all stages of design development.
7. Capture lessons learnt relevant to scheme delivery for the *Client*.

S 804 Monthly Forecast Reporting

1. For the duration of the contract FastDraft Carbon Forecast (*Contractor* Carbon Forecast Form) is to be submitted monthly. Reporting is at a Contract level on
 - (1) ~~ECC Carbon Target (not known at ESE stage)~~

- (2) Capital Carbon Forecast
- (3) Capital Carbon Actuals to date

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

[Framework Heads Up 244 Commercial Clarification 54](#)

[Framework Heads Up 256 Commercial Clarification 57](#)

S 805 Application for Payment / Invoice

- .1 The *Contractor* is required to provide evidence of costs in the following format:
[LIT 61272 Worksheet Actual Carbon and Cost data CDF Lot 2](#)
- .2 Submission of an application for payment without an appropriately completed LIT 61272 not be recognised or treated as a compliant submission.

S 806 Aligned Cost and Carbon Data Pilot Reporting

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

S 900 Working with the *Client* and Others

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

- .1 N/A

S 902 Co-Operation

- Working in collaboration with Arup.
- Working in cooperation with the Principal Designer.

S 903 Co-Ordination

- .1 The *Contractor* shall identify where liaison with the *Client* and *Others* will be required for the coordination of *works* and access.

S 904 Authorities and utility providers

- .1 N/A

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

- .1 N/A

S 1000 Services and other things to be provided

S 1001 Ground Investigation

- .1 The *Contractor* is required to review findings from previous studies and appraisal to identify any gaps in existing data.
- .2 The *Contractor* is required to use gaps identified above to inform scope of supplementary investigations needed to allow proper progression of appraisal, design and construction methodology (as relevant to the Scope) and reduce risk of unforeseen ground conditions during construction.
- .3 The *Contractor* is required to communicate with the Consultant and undertake further ground investigations as specified by the Consultant to allow proper progression of appraisal and design.
- .4 The *Contractor* is required to clearly communicate the specifications for ground investigations as identified above to the site investigation sub-contractor (if they are not undertaking these investigations themselves).
- .5 The *Contractor* is required to clearly communicate the relevant results of ground investigations back to the Consultant

S 1002 Carbon minimisation

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

- .1 The *contractor* shall work in alignment with the Client SHEW Code of practice.

S 1200 Subcontracting

S 1201 Procurement of subcontractors

- ~~.1 Subcontractors need to be selected using best value processes.~~
- ~~.2 This requires the *Contractor* to demonstrate that they have made reasonable attempts to obtain three competitive tenders for all work in excess of £25,000.~~
- ~~.3 The only exception to this is work which has been accepted (in writing) by the hub Commercial Services Manager for strategic suppliers or for emergency work.~~

S 1300	Title
--------	-------

.1	N/A
----	-----

S 1400 Accounts and records (Options C and E)

S 1401 Additional Records

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

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

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

S 2000 *Client's work specifications and drawings*

S 2001 *Client's work specification*

.1 N/A

S 2002 *Drawings*

.1 N/A

S 2003 *Standards the Contractor will comply with*

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

Ref	Report Name	Where used
LIT 16559	Safety, health environment and wellbeing (SHEW) Code of Practice	Throughout
183_05	Data management for FCRM projects	Mapping and modelling
LIT 14847	Risk Guidance for Capital Flood Risk Management Projects	Option development
OI 120_16	Whole-life Carbon Planning Tool	Option development
LIT 14284	Whole Life (Construction) Carbon Planning Tool User Guide	Option development
	Access for All Design Guide	Option development
	Project Cost Tool	Costs
LIT 12982	Working with Others: A guide for staff	Consultation & Engagement
Gov.uk	Appraisal Guidance Manual	OBC
672_15_SD03	Business case template – 5 case Model	OBC
672_15_SD02	Short Form Business case template	OBC
LIT 4909	Flood and Coastal Erosion Risk Management appraisal guidance (FCERM-AG)	OBC
	Flood and Coastal Erosion Risk Management: A Manual for Economic Appraisal (the 'Multi Coloured Manual')	OBC
LIT 14953	FCRM Efficiency Reporting – capital and Revenue	OBC
LIT 12280	Lessons Log template	OBC
LIT 55096	Integrated Assurance & Approval Strategy	Approvals

Reference should be included to the Carbon Planning Tool.

Appendix 1 Information Delivery Plan (IDP)

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

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

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

Guidance on the IDP can be found [here](#)

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

Appendix 2 Project Team Organogram

