

This document is executed as a deed and is delivered and takes effect
at the date written at the beginning of it



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

Geographical Area:
Contract Name: Foss Barrier Critical Spares
Project Number: [REDACTED]

Contract Type: Engineering Construction Contract
Option: Option E

Contract Number: C20033

Stage: Construction

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Foss Barrier Critical Spares

Project Number ENV7005425R

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
LIT 13620 - CDT NEC4 ECC Scope Foss Barrier Spares

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
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Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- X11: Termination by the *Client*
- 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

The Client requires a stock of readily available spare mechanical and electrical parts on site. These parts are to ensure that the Foss Barrier and pumping station can be maintained to a high level of readiness and availability for flood events, without excessive waits for spares. The Contractor is to arrange for the purchase of, delivery of, and stocking of these parts at storage facilities on site. Storage facilities are at various locations on site on different floors. For clarity: no shelving, lockers, containers or the like are required to be provided under this contract. However, items should be placed on fork lift truck pallets provided by the Contractor to ensure that items are clear off the floor. The Contractor shall manage the whole process of purchase, transportation and delivery and placement within the storage facilities at the site under the direction of the Client. No design or construction is required under this contract. Scope document reference LIT 13260 - CDT NEC4 ECC Scope Foss Barrier Spares Rev1 (003).

The *Client* is Environment Agency

Address for communications 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 [REDACTED]

Address for communications [REDACTED]
[REDACTED]

Address for electronic communications

The Scope is in
LIT 13260 - CDT NEC4 ECC Scope Foss Barrier Spares

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 <i>key dates</i> and <i>conditions</i> to be met are <i>condition</i> to be met	<i>key date</i>
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'
The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>works</i> at intervals no longer than	4 weeks

3 Time

The <i>starting date</i> is	August 14th 2023
The <i>access dates</i> are part of the Site	date

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

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

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

The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is	4 weeks
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4 Quality management

The period after the Contract Date within which the <i>Contractor</i> is to submit a quality plan is	4 weeks
The period between Completion of the whole of the <i>works</i> and the	

defects date is 0 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 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 The nearest calibrated Met Office Weather Station to the site

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

and these measurements:

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

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

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

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

These are additional compensation events

- 1. not used'
- 2. 'not used'
- 3. 'not used'
- 4. 'not used'
- 5. 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

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

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

£15,000,000

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

not less than the amount required by law

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

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is

Address for communications

'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

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.

Z11Y(UK) 3 The Contracts (Rights of Third Parties)

Z11.1 The *Contractor* warrants all design complies with the contract whether undertaken by the *Contractor* or by sub-contractors.

Z11.2 All contracts for design employed by the *Contractor* must include:

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

• A requirement for the *Contractor's* sub-contractor to hold Professional indemnity insurance to the same level as the cover specified for the *Contractor* in this Call-off contract

• A clause to give the *Client* (the Environment Agency) the right to enforce the provisions of the Contracts (Right of Third Parties) Act 1999,

• A clause to ensure that neither the *Contractor* nor their sub-contractor can alter the provisions of their sub-contract without the consent of the *Client*

• A clause to ensure that the *Client's* rights against the sub-contractor under this agreement shall be subject to the same conditions, limitations and exclusions as apply to the *Contractor's* rights against the design consultant under this agreement

• A clause to state that except as provided in clause Z11.1, the agreement does not create any right enforceable by any person who is not a party to it (Other Party) under the Contracts (Rights of Third Parties) Act 1999, but the clause does not affect any right or remedy of any other party which exists or is available apart from that Act.

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, [REDACTED]

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) [REDACTED] 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

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

Z30.3 Price Increase

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

Z30.4 Compensation Events

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

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

The Defined Cost for compensation events is assessed using

- the Defined Cost at *base date* levels for amounts calculated from rates stated in the Contract Data for People and Equipment and

- the Defined Cost current at the date the compensation event was notified, adjusted to the *base date* by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Z31 ECC – Price Adjustment for Inflation

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

Z31.1 Defined terms:

a) The index is Office for National Statistics (ONS) CPI (UK, 2015=100).

b) The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date.

c) The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due.

d) The Price Adjustment Factor (PAF) at each date of assessment of an amount due is $0.9((L-B)/B)$.

Z31.2 Application rules.

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

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

Z31.3 Price Adjustment Factor.

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

Z31.4 Price adjustment Options A and B.

NOT USED

Z31.5 Price adjustment Options C and D.

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

Z31.6 Compensation events.

NOT USED

Z111 ECC - Fee adjustment for non compliance with Scope

Delete existing 11 2 (10) and replace with the following clause

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

Z120 ECC – Carbon reduction

Ref. (Clause No.)	Clause words
11.2 Definitions	Add as Clause 11.2(36) (36) The Performance Table states the targets the <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 X18: Limitation of liability

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

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

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

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

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

Any 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

[Redacted]

Address for electronic communications

The fee percentage is

Option E

[Redacted]

The working areas are

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

[Redacted]

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

[Redacted]

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

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

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications

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

Address for electronic communications
[redacted]

Contract Execution

Client execution

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

[Redacted Signature]

Signature

[Redacted Date]

Date

[Redacted Role]

Role

Contractor execution

Signed Underhand by [PRINT NAME]

for and on behalf of

BAM Nuttall Ltd

[Redacted Signature]

[Redacted Signature]

Signature

21/08/2023

Date

[Redacted Role]

Role

Environment Agency NEC4 engineering and construction contract (ECC) Scope

Project / contract information

Project name	Foss Barrier Critical Spares Purchase
Project SOP reference	
Contract reference	
Date	30 th May 2023
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number
30.05.2023	First issue	1

This Scope should be read in conjunction with the version of the Minimum Technical Requirements and Exchange Information Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *service* is to be compliant with the following version of the Minimum Technical Requirements and Exchange Information Requirements:

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	Insert latest version of MTR	Insert date of latest version of MTR MTR library
LIT 17641	Exchange Information Requirements	Insert latest version of EIR	Insert date of latest version of EIR EIR library

customer service line
03708 506 506
www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Contents List

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S 1700	<i>Client's</i> work specifications and drawings

Appendix 1 BIM Protocol – Production and Delivery Table

Appendix 2 Spares List

S 100 Description of the *works*

The *Client* requires a stock of readily available spare mechanical and electrical parts on site. These parts are to ensure that the Foss Barrier and pumping station can be maintained to a high level of readiness and availability for flood events, without excessive waits for spares. The *Contractor* is to arrange for the purchase of, delivery of, and stocking of these parts at storage facilities on site. Storage facilities are at various locations on site on different floors. No shelving, lockers, containers or the like are required to be provided under this contract. However, items should be placed on forklift truck pallets provided by the Contractor to ensure that items are clear off the floor. The *Contractor* shall manage the whole process of purchase, transportation and delivery and placement within the storage facilities at the site under the direction of the *Client*. No design or construction is required under this contract, but Framework standards for Health & Safety should be followed

S 101 Description of the *works*

The excel spreadsheet listing the required parts is included in Appendix 2.

S 102 Purpose of the Works/ Outcome required

The Client requires a readily available stock of critical spare parts for the mechanical and electrical systems on the Foss Barrier and pumping station. In a flood event the M&E maintenance contractor needs immediate access to critical spares on site to prevent potential failure of the asset. The Foss Barrier is one of the top 5 most critical assets for the Environment Agency and needs to be kept at a high level of readiness.

Outcome Required

The required outcome is that the Client has possession of the list of spare parts at the barrier site for use by the M&E maintenance contractor.

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

The site can be opened for deliveries by prior arrangement between 8am and 5pm Monday to Friday. Unarranged or unexpected deliveries cannot be accepted.

The *Contractor* is responsible for placing the spare parts within the designated storage areas on forklift truck pallets.

If a flood event occurs, Environment Agency staff may not be available to arrange access for deliveries to site.

S 201 General constraints

- The site may only be used for the purpose of this contract
- Access to the Site is via the access road that runs alongside the River Foss to the barrier site from the entrance to St.George's field car park.
- Deliverables, other than the spare parts themselves, are any instruction or operating manuals that come with them.
- Working hours are 8am to 5pm Monday to Friday (excluding bank holidays) by arrangement.
- Limited on-site parking is available. There is a public car park adjacent to the site.
- Use of cranes is permitted by arrangement, though they may not be in locations useful for this contract.
- Other contractors may be present on the site undertaking maintenance activities. The Contractor shall liaise and co-operate with these contractors when required in accordance with the CDM Regulations 2015.
- All persons working on the site need to complete the client induction for the Foss Barrier site.
- It is possible that in a severe flood event access to the site could become impossible by road vehicles.
- It is not anticipated that timber and tropical hardwood materials will be used other than forklift truck pallets which should, ideally, be second hand.

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 services only with the *Client's* written permission.

S 203 Security and protection on the site

Deliveries can only be made by arrangement when the *Client* field staff will attend to unlock the site and secure the site when the *Contractor* has completed the days tasks.

S 204 Security and identification of people

Contractor's personnel visiting the site should have photographic identification such as a driving licence or company identity card.

S 205 Protection of existing structures and services

Existing structures and services need to be protected by the *Contractor* when moving any large articles in and around the buildings and structures.

S 206 Protection of the works

Articles need to be protected when they are being moved from vehicles into the buildings to prevent damage.

S 207 Cleanliness of the roads

Roads need to be kept clean from any excessive build- up of mud and dirt caused by vehicles coming onto the site and access road.

S 208 Traffic Management

Reversing vehicles need to be controlled by a banksman. Car parking on site is limited. There is a public car park adjacent to the site.

S 209 Condition survey

The *Contractor* is advised to undertake a pre-condition survey of access routes and storage areas prior to the parts being delivered to site.

S 2010 Consideration of Others

There is a hotel and apartments adjacent to the site. Excessive noise should be minimised when undertaking deliveries to site.

S 2011 Control of site personnel

All persons should report to the *Client* supervisor when they arrive on site and sign in. Persons should not enter any area not involved with the delivery of the spare parts.

S 2012 Site cleanliness

The site should be kept clear of any soiling caused by movements of materials on the site.

S 2013 Waste materials

Any waste packaging should be removed from the site and if possible recycled.

S 2014 Deleterious and hazardous materials

The use of such materials is not anticipated.

S 2015 Carbon

A completed project must aim to minimise carbon emissions by:

1. Agreeing to a target (forecast) of emissions from construction that is set out in a verified carbon assessment with business case approval.
2. Exploiting the most likely opportunities for further reductions to the agreed forecast during construction.

3. Reporting the outturn of actual emissions against the agreed forecast and further reductions in a verified 'as built' update to the carbon assessment at project completion.

The project should be looking at how to minimise actual carbon emissions against the agreed forecast throughout the construction stage working with their suppliers on lower carbon products and services that meet the project scope and deliverables. A monthly report must be provided via FastDraft (using the carbon form – see application for payment section) providing:

1. actual emissions to date,
2. (latest) outturn forecast (based on actuals and remaining emissions to outturn) and
3. (Latest) outturn budget / target (set to the verified forecast)

The FastDraft carbon form may be supported by details of actual emissions to date against an agreed breakdown of asset/service/product lines taken from the verified carbon assessment.

This will inform the EA of progress in reducing carbon during construction in the form of a variance between a latest outturn forecast (reported on FastDraft) and verified forecast. The EA may require the project to set out actions to mitigate significant variances or where there is a significant change in scope to provide 'updated' versions of the carbon assessment, carbon budget and carbon appendix that will reset the construction stage outturn forecast and outturn budget.

Projects at completion must provide via Asite an 'as built' carbon appendix supported by an updated carbon assessment with outturn actual emissions reported against a previously verified forecast. The 'as built' carbon appendix and updated assessment must be verified by an EA appointed carbon specialist before completion of the project is approved. 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 300 Contractor's design

The *Contractor* is not expected to produce any design.

S 301 Design responsibility

There is no design responsibility

S 302 Design submission procedures

There is no design responsibility

S 303 Design approval from Others

There is no design responsibility.

S 304 Client's requirements

- There is no design responsibility.

S 305 Design co-ordination

None.

S 306 Requirements of Others

None.

S 307 Copyright/licence

Not applicable.

S 308 Access to information following Completion

Any operation and maintenance manuals should be communicated to the *Client* electronically by a means to be agreed.

S 309 Site investigations

Not applicable.

S 400 Completion

S 401 Completion definition

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

- 1 hard copy of Operating and Maintenance Manuals and one electronic version.
- 1 hard copy of As Built drawings and one electronic version
- Population of the *Client's* latest version of the Project Cost and Carbon Tool (PCCT), or its successor
- Transfer to the *Client* databases of BIM data
- Delivery of the Final Carbon Appendix

Clause 11.2(2) Work to be done by the Completion Date.

S 402 Sectional Completion definition

No sectional completion dates are proposed.

S 403 Training

No training is proposed.

S 404 Final Clean

Storage areas should be left clean and tidy.

S 405 Security

The Client is responsible for the security of the Foss Barrier site outside normal working hours. During working hours, the *Contractor* should take suitable precautions to prevent trespass when he is present on site, for example by securing perimeter gates after use.

S 406 Correcting Defects

Not applicable.

S 407 Pre-Completion arrangements

When the *Contractor* believes that all spares have been delivered to site, he should conduct a joint stock take with a representative of the *Client*.

S 408 Take over

As spares are delivered to site they will be deemed to be in the possession of the *Client*. The *Client* must advise the *Contractor* of any spares used before completion.

S 500 Programme

The programme should be sufficiently detailed to identify the procurement and delivery process for each of the spare parts on the list. These should include identification of potential suppliers, preparation of enquiries, liaison with suppliers, appraisal of quotations, placement of orders, delivery/manufacturing periods, and delivery to site for stocking. Other activities may also be shown as deemed appropriate by the *Contractor*.

S 501 Programme requirements

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

S 502 Programme arrangement

See S500.

S 503 Methodology statement

Method statements will be required to detail how spare parts will be transported from delivery vehicles to the storage areas, which may include traversing stairs and corridors.

S 504 Work of the *Client* and Others

The work of the *Client* will be limited to granting access to the *Contractor* to facilitate the delivery and stocking of the spare parts.

S 505 Information required

Any manuals or instructions received with the parts should be communicated to the *Client* at the end of the contract.

S 506 Revised programme

Revised programmes should include a separate document commentating on the changes to the programme from the previous month.

S 507 Monthly reports

In managing the *service* the *Contractor* shall:

- Contribute monthly to the updates to the project risk register.
- Provide input to project efficiency CERT Form.
- 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.
- Deliver a monthly progress report in the *Client's* standard template giving progress against programme, deliverables received and expected, financial summary against programme and forecast project carbon. [Construction Monthly Report](#)
- Commission capital forecast profile to be entered on FastDraft monthly & Project forecast outturn project carbon profile to be entered onto FastDraft monthly. The *Consultant/Contractor* is required to provide a monthly forecast on FastDraft for both carbon and cost in accordance with FHU

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

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

- Attend project board meetings as required.
 - Ensure quarterly input into framework performance assessment/environmental Performance Measures.
 - 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.
-
- Capture lessons learnt relevant to scheme delivery for the EA PM.

S 600 Quality management

In accordance with the *Contractor's* quality management system.

S 601 Samples

None anticipated.

S 602 Quality Statement

In accordance with the *Contractor's* quality management system.

S 603 Quality management system

In accordance with the *Contractor's* quality management system.

S 604 BIM requirements

The BIM Information Manager is the *Client* Project Manager

S 700 Tests and inspections

S 701 Tests and inspections

Spare parts are to be visually inspected on receipt at site for any damage incurred during transit. The *Contractor* is responsible for any damage to the spare parts before delivery to site and placement within the storage area.

S 702 Management of tests and inspections

Spare parts are to be visually examined on receipt at site for any damage incurred during transit. It may be necessary to inspect certain articles in the manufacturer's premises before delivery to site if deemed appropriate by the *Contractor*.

S 703 Covering up completed work

Not applicable.

S 704 Supervisor's procedures for inspections and watching tests

Not applicable.

S 800 Management of the works

S 801 Project team – Others

As Stated in the Contract Data part 1

S 802 Communications

The *Contractor* shall document all forms of communication with third parties and maintain the stakeholder engagement plan.

Progress Meetings

The *Contractor* shall attend monthly progress meetings at the location specified by the *Client* that are chaired by the Project Manager who produces the agenda and organises the minutes of the meeting.

For the Progress Meeting the *Contractor* shall produce a progress report (refer to S 803 for details).

An electronic copy of the progress report shall be provided to the Project Manager in advance of the Progress Meeting.

The *Contractor* shall allow for attendance of key personnel from the *Contractor's* staff and key sub-contractors/suppliers staff at workshops which shall include the following:

- Progress meetings on monthly basis
- Weekly issues log teleconference

Teleconferences will be conducted from home/site offices of all parties to minimise travel time and expenditure.

All meetings to be held at appropriate dates agreed with the Project Manager.

The Contractor will also be required to attend the Project Board meetings arranged by the Project Executive.

Consultation

The *Contractor* shall:

- Co-operate, co-ordinate and liaise with key stakeholders, the public, property owners, and others in relation to the works.
- Provide support to the Supervisor in public liaison activities throughout the works.

The *Client* shall assist the *Contractor* with consultation of landowners and individuals that are affected

by the work. The *Contractor* shall work to the principles of the Considerate Constructor Scheme (www.ccscheme.org.uk) for the site and dealings with the public.

The *Contractor* shall provide contact details to residents of the person who would be available to deal with complaints or queries in relation to the works.

At all stages of the project the *Contractor* shall notify the *Client* and Project Manager of all press or media enquiries. All press and media enquiries will be handled by the *Client* and must not be addressed directly by the *Contractor*, or any of his employees.

Asite

All files to be shared with other parties shall be uploaded to Asite, the Environment Agency's collaboration tool.

S 802 Reporting Requirements

The *Contractor* shall prepare monthly progress reports for the Project Manager. These shall be provided to a format agreed with the Project Manager and shall include the following information:

- Detailed reports of construction progress achieved
- Details of proposed work in the following month

Details of submissions to the Project Manager for acceptance in the following month

S 801 Project team – Others

As above

S 802 Communications

- A monthly progress meeting will be held by Teams and minutes recorded and issued by the *Client*.
- The *Contractor* will be required to table a progress report in writing at the monthly progress meeting.
- The Fastdraft contract administration system will be utilised to administer the contract.
- Drawings and other documents should be uploaded to A-Site for the purposes of communication to the project team.
- Other correspondence should be conducted by email communication.

S 900 Working with the *Client* and Others

Periodic reactive and planned maintenance may be taking place in and around the barrier and pumping station site. [REDACTED].

The *Contractor* is required to co-operate with Others in obtaining and providing information which they need in connection with the works.

S 901 Sharing the Working Areas with the *Client* and Others

Clauses 25.1 and 60.1(5) Provide a list of activities to be undertaken, explaining the following.

- What is being done,
- Who is doing it,
- When it is being done, and for how long,
- Where is it being done,
- How the *Contractor* is to co-operate and share the Working Areas.

S 902 Co-operation

The Environment Agency officer [REDACTED] [REDACTED] will be able to advise on the day to day activities taking place at the site that may have an impact on the *Contractor's* works.

S 903 Co-ordination

The Environment Agency officer [REDACTED] [REDACTED] will be able to advise on the day to day activities taking place at the site that may have an impact on the *Contractor's* works.

S 904 Authorities and utilities providers

Not applicable.

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

The *Contractor* should actively encourage diversity and inclusion throughout the project and promote positive policies and behaviour in this regard:

- **Public:** Effectively engage with the public to promote a positive impression.
- **Project team:** Assist with the creation of an inclusive environment for our project team.
- **Framework:** identify opportunities to support diverse workforces on our projects across our organisations.

S 1000 Services and other things to be provided

The *Client* will not provide any services or facilities at the site for the *Contractor's* use. Due to the transient nature of the work, it is assumed that the *Contractor* will provide mobile facilities on an as- and- when needed basis.

S 1001 Services and other things for the use of the *Client*, *Project Manager* or Others to be provided by the *Contractor*

- No services or other things are to be provided for the use of the *Client*, *Project Manager* or others.

S 1002 Services and other things to be provided by the *Client*

- Access to the Site will be as described elsewhere within this document.
- There is limited car parking within the *Client* site

S 1100 Health and safety

All *Contractor's* personnel need to complete the Client induction for the Foss Barrier site.

S 1101 Health and safety requirements

All *Contractor's* personnel need to complete the Client induction for the Foss Barrier site.

S 1102 Method statements

Delivery of spare parts to the site and their handling between the delivery vehicle and the storage location.

S 1103 Legal requirements

The Principal Designer from CallSafe is to be confirmed.

S 1104 Inspections

There may be periodic inspection of *Contractor's* health and safety procedures by the *Project Manager*.

S 1200 Subcontracting

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

S 1201 Restrictions or requirements for subcontracting

Nothing in addition to the terms of the contract.

S 1202 Acceptance procedures

Clauses 26.3 and 11.2(25) (Options C and E) State any specific submission and acceptance procedures for the proposed subcontracts not based upon the NEC contract. The basic requirement for submission and acceptance is dealt with in subclause 26.3

S 1210 Procurement of subcontractors

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

S 1300 Title

No additional requirements under this heading.

S 1301 Marking

As above

S 1302 Materials from Excavation and demolition

Not applicable.

S 1400 Acceptance or procurement procedure (Options C and E)

Nothing in addition to the terms of the contract.

S 1500 Accounts and records (Options C and E)

S 1501 Additional Records

- 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 *Project Manager*.

S 1502 Application for Payment / Invoice

The *Contractor* is required to provide the backup to their application for payment in the following format:

[Worksheet for actual Cost and Carbon CDF Lot 1](#)

[Worksheet actual Carbon and Cost CDF Lot 2](#)

Submission of an application for payment without this format of backup sheet will **not** be recognised or treated as a compliant submission.

A monthly report must be provided via FastDraft (using the carbon form) providing:

1. actual emissions to date,
2. (latest) outturn forecast (based on actuals and remaining emissions to outturn)
and
3. (Latest) outturn budget / target (set to the verified forecast)

The FastDraft carbon form may be supported by details of actual emissions to date against an agreed breakdown of asset/service/product lines taken from the verified carbon assessment.

This will inform the EA of progress in reducing carbon during construction in the form of a variance between a latest outturn forecast (reported on FastDraft) and verified forecast.

S 1600 Parent Company Guarantee (Option X4)

Not used.

S 1700 *Client's work specifications and drawings*

S 1701 *Client's work specification*

This scope should be read in conjunction with the version of Environment Agency Minimum Technical Standards current at the contract date. In the event of conflict this scope shall prevail. The Works are to be compliant with the version of the scope.

The works specification for this contract comprises Client's Minimum Technical Requirements (412_13_SD01).

S 1702 *Drawings*

No drawings are provided within the scope.

S 1703 *Standards the Contractor will comply with*

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

Ref	Report Name	Where used
	Project Cost and Carbon Tool	Costs
	Carbon Tools for budget calculation and reporting	
	Sustainability Measures Form	
	Timber Policy Documents	
	300_10 SHE handbook for managing capital projects	
	300_10_SD27 SHE Code of Practice	

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 – Spares List

