



**Framework:** Collaborative Delivery Framework  
**Supplier:** [Redacted]  
**Company Number:** [Redacted]  
**Geographical Area:** Midlands  
**Contract Name:** ESE OBC Bourn and Lower Rea  
**Project Number:** E [Redacted]  
**Contract Type:** Engineering Construction Contract  
**Option:** Option C  
**Contract Number:** C21607  
**Stage:** Other

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name ESE OBC Bourn and Lower Rea

Project Number ENVIMMI001554

This contract is made on 23 November 2023  
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st 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  
Bourn & L Rea- ESE Scope ECC- V1.2 Final, dated 06/07/23

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
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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  
  
Early Supplier Engagement to provide technical support and guidance on the Bourn and Lower Rea appraisal to OBC

The *Client* is [REDACTED]

Address for communications [REDACTED]

Address for electronic communications [REDACTED]

The *Project Manager* is [REDACTED]

Address for communications [REDACTED]

██████████  
██████████  
██████████

Address for electronic communications

The *Supervisor* is

*TBC*

Address for communications

Address for electronic communications

The Scope is in

Bourn & L Rea- ESE Scope ECC- V1.2 Final, dated 06/07/23

The Site Information is in

Bourn & L Rea- ESE Scope ECC- V1.2 Final, dated 06/07/23

The *boundaries of the site* are

Manor Farm Park GI Location Plan - ENVIMMI001554-JAC-00-2MF-DR-GT-0001- Revision P01 – Issue Date 03/10/23

Valley Parkway GI Location Plan - ENVIMMI001554-JAC-00-2VP-DR-GT-0001- Revision P01 – Issue Date 03/10/23

Weoley Hill Park GI Location Plan - ENVIMMI001554-JAC-00-2WH-DR-GT-0001- Revision P01 - Issue Date 03/10/23

Calthorpe Park GI Location Plan - ENVIMMI001554-JAC-00-2CP-DR-GT-0001- Revision P01 - Issue Date 03/10/23

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

24 November 2023

The *access dates* are  
part of the Site

date

access to people / places / documents etc

24 November 2023

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

4 weeks

The *Completion Date* for the whole of the *works* is

31 December 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 2.00% per annum (not less than 2) above the  
Base rate of the Bank of England

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

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

6 Compensation events

The place where weather is to be recorded is Winterbourne No2

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 Winterbourne No2  
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. Ground Investigation
2. Flood Alert received and the working areas are flooded

3. When water levels exceed the 1:10 AEP
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

not less than the amount required by law

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

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

['to be confirmed'](#)

The *Adjudicator nominating body* is

The Institution of Civil Engineers

Z Clauses

Z1 Correctness of Site Information and other documents

Z1.1 Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Client* , but is not warranted correct. Clause 60.3 does not apply to such Site Information and the *Contractor* is responsible for checking the correctness of any such Site Information they rely on for the purpose of pricing for or providing the *works* .  
Z1.2 Information regarding construction methods or processes referred to in pre contract health and safety plans are provided in good faith by the *Client* but are not warranted correct (except for the purpose of promoting high standards of health and safety) and the *Contractor* is responsible for checking the correctness of any such information they rely on for the purpose of pricing for, or providing the *works* .

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 suppliers**

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* [REDACTED] 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.

**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.

Z31.6 Compensation events.

**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

**Z120 ECC – Carbon reduction**

Ref. (Clause No.)	Clause words
11.2	Add as Clause 11.2(36)
15.1	In Clause 15.1 add as a new bullet between the second and third bullet:
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
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
57.3	At the dates 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:

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 *NIL* per day

OPTION X10: Information modelling

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

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

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

6 years

OPTION X15: The *Contractor's* design

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

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

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

6 years

OPTION X18: Limitation of liability

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

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

not used not used

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 [Redacted]

Address for communications [Redacted]

Address for electronic communications [Redacted]

The fee percentage is [Option C] [9.50%]

The working areas are As detailed in the Scope

The key persons are

Name (1) [Redacted]  
Job Contracts Quantity Surveyor  
Responsibilities Commercial Management  
Qualifications BSc(Hons); MCIOB  
Experience 24 years

The key persons are

Name (2) [Redacted]  
Job Project Advisor  
Responsibilities Project Advice, Project Management, Stakeholder Engagement  
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

Inflation

Brexit

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]

Address for electronic communications  
[redacted]

Name (2) [redacted]  
Address for communications  
[redacted]

Address for electronic communications  
[redacted]

X10: Information Modelling

The information execution plan identified in the Contract Data is

# Contract Execution

## Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of

[REDACTED]

23/11/2023

Project Team Manager

Signature

Date

Role

## Contractor execution

Signed Underhand by [PRINT NAME]

for and on behalf of

[REDACTED]

[REDACTED]

[REDACTED]

23/11/2023

Company Secretary

Signature

Date

Role

# NEC4 engineering and construction contract (ECC)

## Scope

### Project / contract information

Project name	The Bourn (River Rea) FAS
Project 1B1S reference	
Contract reference	
Date	06/07/23
Version number	1.2
Author	

### Revision history

Revision date	Summary of changes	Version number
17/02/23	Draft issue for Contractor comment	V1.0
31/05/23	Update with Comments and to NEC4 template	V1.1
06/07/23	Update for Scope Freeze	V1.2

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	12	30/12/21 <a href="#">MTR library</a>
LIT 17641	Exchange Information Requirements	2.4	27/02/23 <a href="#">EIR library</a>



**Part 2: Non-returnable Documents**  
NEC4 – ECC

**Section 8 Scope**

**Contents List**

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<b>S 200</b>	<b>General constraints on how the <i>Contractor</i> provides the <i>works</i></b>
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<b>S 400</b>	<b>Completion</b>
<b>S 500</b>	<b>Programme</b>
<b>S 600</b>	<b>Quality management</b>
<b>S 700</b>	<b>Tests and inspections</b>
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<b>S 1600</b>	<b>Not used</b>
<b>S 1700</b>	<b><i>Client's</i> work specifications and drawings</b>

**Appendix 1 BIM Protocol – Production and Delivery Table**

**Appendix 2 BIM Protocol – *Clients* Information requirements**

# 1. Description of the works

## S 101 Description of the works

### Background

The River Rea catchment is made up of a number of heavily urbanised watercourses situated to the south of Birmingham City. Rising in the Waseley Hills, the River Rea runs from Longbridge, through a number of residential communities before reaching the city centre in Digbeth, a short distance from the iconic Bull Ring shopping centre.

Along with the River Rea, the main tributary of interest The Bourn. Initially comprising two small tributaries (the Griffins Brook and Wood Brook) The Bourn is formally recognised from their confluence, a small distance upstream of the Cadburys Bournville manufacturing site. The Bourn then continues through the heavily populated area of Stirchley before joining the River Rea. The Bourn catchment and River Rea (from Stirchley to its confluence with the River Tame) form the study area for this OBC.

The lower reaches of the River Rea are heavily modified, with historic works (dating back to the 1920's) resulting in a canalised, brick lined channel from Canon Hill Park to the south of Digbeth, through to its confluence with the River Tame in the region of Spaghetti Junction. Further upstream, the River Rea and The Bourn are semi-natural in nature but are still inhibited by intense development and the introduction of manmade features such as road culverts and weirs. There are no formal flood defence assets that impact on the study reach, but it is acknowledged that the brick lined channel does operate as a de-facto defence providing additional capacity and increased conveyance during flood events.

The nature of the catchment is such that the onset of fluvial flooding following intense storms can be rapid, with encroachment into the floodplain increasing the number of receptors at risk. Whilst flooding in the catchment has been recorded throughout the century, the past two decades have seen an increase in convective summer storms, exacerbated by urban heat island effects, resulting in a series of significant flood events.

Surface water and sewer flooding is also a risk within the study area, as would be expected in an urbanised catchment. Whilst surface water flood mapping and historic events highlight this risk, impacts tend to be focussed on highway and curtilage flooding, but this will need to be considered in more detail during OBC development.

The project aims to reduce flood risk to around 200 residential homes and 300 businesses in part of the city. The Strategic Outline Case (SOC) identified two primary options that could be taken forward-

1. A flood storage scheme, consisting of three main intervention areas within the Bourn catchment. This scheme was identified as the economically preferred option and would deliver the majority of the identified Outcome Measure 2's (OM2), whilst also providing environmental enhancements. The three main intervention areas are as follows-
  - a. Manor Farm Park (Griffins Brook, upstream of confluence with Wood Brook)
  - b. Weoley Hill Park (Wood Brook, upstream of confluence with Griffins Brook)
  - c. Valley Parkway (The Bourn, downstream of confluence)
2. Flood storage on the Bourn (as outlined above) supplemented with an additional flood storage area at Calthorpe Park, further downstream, on the River Rea. This scheme would



deliver a number of further Reporting Outcomes (RO) but, critically, would also support future development within the Rea Valley Urban Quarter area of Birmingham City Centre. Whilst the benefits of that regeneration would primarily be realised and owned by other partners, such a scheme would support the route to net zero, enable development of a blue/green infrastructure network across the south of the city centre, open up sections of the, currently canalised, River Rea, provide additional environmental, amenity and health & wellbeing value and begin to reduce some of the long-term maintenance liabilities for the Client. The majority of funding for works at Calthorpe Park (circa £15m) would need to come from partners (to make this project economically viable) and discussions to that effect are ongoing.

The preferred way forward identified within the SOC was Option 2 (as outlined above), with such an approach not only delivering significant flood risk benefits but also resulting in the realisation of a wide variety of other strategic outcomes that are supported by the Client and key strategic partners across the catchment.

Whilst this scheme offers a unique set of opportunities, there are also risks in pursuing Option 2 given that the funding for such an approach would need to come from third parties and is not yet available or committed. Therefore the development of the project to OBC will follow a phased approach to manage risk of abortive work, and a Hold Point Workshop will be undertaken to gain approval to proceed after initial activities.

#### Objective of Contract

The option development/outline design work and development of the outline business case will be undertaken by the CDF Lot 1 Delivery Partner (Jacobs/Arup). The *Contractor* shall work with the CDF Lot 1 Delivery Partner to provide Early Supplier Engagement throughout the options appraisal and outline design stage.

### **S 102 Purpose of the Works**

As part of the ESE commission, the *Contractor* shall:

- Provide technical support and guidance to the project team through fortnightly progress meetings and ad hoc design review meetings.
- Provide input to and review of outline designs to ensure they are technically feasible. This includes but is not limited to consideration of the following:
  - Buildability
  - Constraints
  - Construction methods and costs
  - Access requirements
  - Sustainability (BREEAM Infrastructure)
  - Construction Programme
  - Health and Safety
- Attend a site visit to identify access requirements, physical constraints, working areas requirements and possible compound areas.
- Attend at least 1no. buildability workshop, 1no. value engineering workshop, 1no. sustainability challenge workshop and 1no. carbon workshop, facilitated by the CDF Lot 1 delivery partner.
- Attend hold point decision workshop, facilitated by the CDF lot 1 delivery partner which will confirm project viability and approval to proceed with subsequent phase of the work.

- Review of outline design options/drawings produced by the CDF Lot 1 delivery partner to ensure these are sufficiently developed for pricing purposes.
- Review of high-level programme and input to activities, durations, and sequences. This includes the following:
  - Planning around seasonal, ecological, heritage and third party constraints
  - Identification of long lead items
  - Consideration of timescales for permits and/or consents
  - Identification of any programme constraints preventing start or completion as planned.
- Review of draft ECC Scope for the FBC stage and Site Information to ensure sufficient information is available for pricing. If data gaps are identified, then assessment of benefit and risks associated with closing these.
- Identification of any temporary works requirements to be considered from a CDM perspective.
- Input into a project level risk register and attend at least 1no. Risk Workshop.
- Providing advice on available materials and products using information on carbon and sustainability to input to the Carbon Planning Tool
- Advice on any bespoke or specialist operations proposed, including cost and viability
- Attendance at/input to 2no. public engagement events.
- Enabling/ Advance works to allow project to proceed at required programme. This may include, but is not limited to the following, and will be a Compensation Event:
  - Topographical survey
  - Ground Investigations
  - Additional intrusive service searches if identified as required through the design stage
  - Cooperation with the CDF Lot 1 Delivery Partner in relation to the Digital Maturity Assessment Tool (DMAT)

## 2. General constraints on how the *Contractor* provides the *works*

### **S 201      General constraints**

#### Access to site

Notice of entry will be required for any intrusive work, and this will be managed by the *Client's* Estates representative. No works are to be undertaken on site without permission from the *Client*.

#### General

Any further constraints associated with work on site will be identified and communicated to the Contractor ahead of works progressing.

### **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**

During the enabling period the *Contractor* is responsible for the security of the site and for vehicles and pedestrians entering or leaving site.

### ~~**S 204      Security and identification of people**~~

### **S 205      Protection of existing structures and services**

Specific requirements will be identified for the construction phase as part of this commission

### ~~**S 206      Protection of the works**~~

### **3. *Contractor's* design**

No design is expected to be undertaken by the *Contractor* at this stage.

## 4. 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:~~

- ~~• 2 relevant documentation to this commission~~
- ~~• Population of the Client's latest version of the Project Cost and Carbon Tool, or its successor.~~
- ~~• Transfer to the Client databases of BIM data~~

**AD:** As this Contract is associated with advisory and enabling works during the preconstruction phase as described in S102, Completion will be certified on award of subsequent contract for further ESE services, delivery of the construction phase or agreement that services are not required (for example if the project is put on hold).

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

### ~~S 402 Correcting Defects~~

### ~~S 403 Pre Completion arrangements~~

### ~~S 404 Take over~~

## 5. Programme

### S 501 Programme requirements

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

**AD:** The Contractor shall provide a high-level construction phase programme to support the OBC submission.

**AD:** The Contractor shall provide a programme for enabling works activities.

### S 502 Programme arrangement

The Contractor shall provide a construction programme in Microsoft project and PDF formats.

### ~~S 503 Methodology statement~~

### S 504 Work of the Client and Others

The order and timing of the work of the Client and Others to be included in the programme and information to be provided. Refer as necessary to sections WI 901 and WI 902.

**S 505 Information required**

A schedule of information to be provided, who it is to be provided by, and the date by which it is to be provided.

**S 506 Revised programme**

Explanation of changes is to be provided with the revised programme.

## 6. Quality management

~~S 601~~ ~~Samples~~

~~S 602~~ ~~Quality Statement~~

~~S 603~~ ~~Quality management system~~

**S 604**      **BIM requirements**

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

The *Contractor* shall co-operate with the *Client* in the role of the BIM information manager. The *Contractor* shall review the issued Project Information Delivery Plan (PIDP) and agree to the set deliverables.

## 7. Tests and inspections

n/a

## 8. Management of the works

### S 801 Project team – Others

The project team are identified in the Contract Data.

The Project team also includes the Tier 1 Delivery Partner (Jacobs/Arup).

The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Client*. These departments include Asset Performance, Partnership & Strategic Overview, NEAS, etc.

### S 802 Communications

- The *Contractor* shall attend progress meetings and other technical meetings as required and as a minimum as outlined in WI102.
- Ensure that all the original data sent to the *Contractor* (i.e. all model and survey information provided by the *Client* in an encrypted format (using WinZip 128 bit encryption) according to the *Client's* data security policy), which is classed as commercially sensitive, is returned to the *Client* in an encrypted format using WinZip 128 bit encryption.
- Ensure that project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data is returned to the *Client* in an encrypted format using WinZip 128 bit encryption.
- Copies of survey outputs and associated reports shall be issued to the *Client* in digital format.
- The Contract will be administrated using Fast Draft.

### S 803 Monthly Report

The *Contractor* will provide an update of ongoing and planned activities as part of the fortnightly progress meetings. No formal report submission is required at this time.

### S 804 Forecast Monthly

The *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](#)

### S 805 Application for Payment / Invoice

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

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

Submission of an application for payment without this format of backup sheet will not be recognised and 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.

**AD:** This process is currently in Trial Stage and is to be implemented when available.

## **9. Working with the *Client* and Others**

### ~~S 901 — Sharing the Working Areas with the *Client* and Others~~

#### **S 902 Co-operation**

The *Contractor* shall work with CDF lot 1 Delivery Partner throughout the commission.

#### **S 903 Co-ordination**

Notice of entry will be required for any intrusive work, and this will be managed by the *Client's* Estates representative. No works are to be undertaken on site without permission from the *Client*.

### ~~S 904 — Authorities and utilities providers~~

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

## 10. Services and other things to be provided

### S 1001 Ground Investigation

A scope for the Ground Investigation works will be compiled and issued by the CDF Lot 1 Delivery Partner. This is expected to include work at all four locations, the extent and phasing of which is to be confirmed.

The *Contractor* shall use this scope to manage and procure ground investigation works to support the outline designs.

The services include:

- The *Contractor* is required to communicate with the CDF Lot 1 Delivery Partner while they compile the scope and undertake ground investigations as specified by to allow proper progression of appraisal and design.
- The *Contractor* is required to clearly communicate the specifications for ground investigations to the site investigation sub-contractor (if they are not undertaking these investigations themselves).
- Production of the Construction Phase Plan (or review of sub contractor's CPP) including liaison with Principal Designer.
- Management and supervision of the investigation works
- The *Contractor* is also responsible for providing a factual report on any site or ground investigation undertaken.
- The *Contractor* is required to clearly communicate the relevant results of ground investigations back to CDF Lot 1 delivery partner and *Client*.

Costs associated with GI will be addressed as a Compensation Event (CE).

### 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.

#### **AD: S 1003 Topographical Survey**

If topographical surveys are required a scope will be compiled and issued by the CDF Lot 1 Delivery Partner. The *Contractor* will use this scope to procure and manage the topographical surveys.

The Services include:

- Review and agree surveyors' site risk assessment
- Supervision and management of topographic survey company.
- Review data / checking deliverables produced by the survey company
- The *Contractor* shall provide the final output of the survey in the form of a survey report in paper/ digital format, together with the survey data in digital format in ASCII format ready to be imported in a GIS system. The accurate positions and canopy sizes of all trees and landscape features will need to be plotted as part of the general topographic work.
- Completion of a PAS128 survey

Costs associated with Topographic survey will be addressed as a Compensation Event (CE).

### **11. Health and safety**

Health and safety is the number one priority of the *Client*. The *Contractor* will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all.

### **12. Subcontracting**

#### **S 1201 Procurement of subcontractors**

Subcontractors need to be selected using best value processes.

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

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

### **13. Title**

n/a

## 14. Accounts and records (Options C and E)

### S 1401 Additional Records

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

- 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*.

## 15. *Client's* work specifications and drawings

### ~~S 1501 *Client's* work specification~~

### ~~S 1502 Drawings~~

### S 1503 Standards the *Contractor* will comply with

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

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

Reference should be included to the Carbon Planning Tool.

## Appendix 1 Information Delivery Plan (IDP)

The *Consultant* shall adhere to the [REDACTED] Exchange Information Requirements (EIR) framework level minimum technical requirements.

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

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

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

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

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