



Framework:	Collaborative Delivery Framework
Supplier:	BAM Nuttall Ltd
Company Number:	00305189
Geographical Area:	North East
Contract Name:	Colwyn Road FAS
Project Number:	ENV0005147C
Contract Type:	Engineering Construction Contract
Option:	Option C
Contract Number:	
Stage:	SOC-OBC



ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Colwyn Road FAS

Project Number ENV0005147C

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
NEC4 ECC SOC-OBC Scope - Colwyn Road, Hartlepool - Rev2

Part One - Data provided by the *Client*
Statements given in
all Contracts

1 General The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and the secondary Options of the NEC4 Engineering and Construction Contract June 2017.

Main Option

Option C

 Option for resolving and avoiding disputes

W2

Secondary Options

- X2: Changes in the law
- X7: Delay damages
- X10: Information modelling
- X15: *Contractor's* design
- X18 Limitation of Liability
- X20: Key Performance Indicators
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Z: *Additional conditions of contract*

The *works* are

Early Supplier Engagement to assist in Appraisal and development of an Outline Business Case

The *Client* is

Address for communications

Address for electronic communications

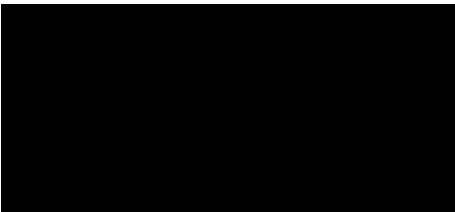
The *Project Manager* is

Address for communications

Address for electronic communications

The *Supervisor* is

Address for communications



Address for electronic communications

The *Scope* is in
NEC4 ECC SOC-OBC Scope - Colwyn Road, Hartlepool - Rev2

The *Site Information* is in
Colwyn Road Site Information RevA

The *boundaries of the site* are
Colwyn Road Red Line Boundary Rev0

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
Requirement for Ground Investigation

Network Rail Interface

Traffic Management Interface

Service Utility Interface

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	21 March 2024
The <i>access dates</i> are	
part of the Site	date
	21 March 2024
The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks
The <i>Completion Date</i> for the whole of the <i>works</i> is	03 July 2025
The <i>Client</i> is not willing to take over the <i>works</i> 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

4 Quality management

The period after the Contract Date within which the Contractor is to submit a quality plan is4 weeks

The period between Completion of the whole of the works and the defects date is52 weeks

The defect correction period is2 weeksexcept that

• The defect correction period foris

• The defect correction period foris

5 Payment

The currency of the contract is the £ sterling

The assessment interval isMonthly

The Client set total of the Prices is

The interest rate is2.00%per annum (not less than 2) above the
Base rate of theBank of England

The Contractor's share percentages and the share ranges are

less than
from
greater than

6 Compensation events

The place where weather is to be recorded isLoftus

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 at9amhours GMT

and these measurements:

1.

2.

3.

4.

5.

The weather measurements are supplied byThe MET Office

The weather data are the records of past weather measurement for each calendar month which were recorded atLoftus

and which are available fromThe MET Office

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

JanJul

FebAug

MarSep

AprOct

MayNov

JunDec

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 Work

Delete existing clause 11.2 (31) and replace with:

"11.2 (31) The Price for Work Done to Date is the total Defined Cost which the *Project Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee. In all instances and circumstances the Price for Work Done to Date shall not exceed the forecast for the same as provided under clause 20.4."

Z7 Contractor's share

After cl54.2 and before cl54.3, insert the following additional clause:

54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Contractor.

Z10 Payments to subcontractors, sub consultants and

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for works unless another alternative and appropriate form is proposed and agreed in accordance with clause 26.3.

Payment to subcontractors will be 28 days from the assessment date.

If the *Contractor* does not achieve payments within these timescales then the Client reserves the right to delay payments to the Contractor in respect of subcontracted work, services or goods.

Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

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.

Z19 Linked contracts

Delays and additional cost on this contract resulting from the *Contractor's* fault or error on a previous contract on this project or programme will be a Disallowable cost under this contract and not be a Compensation event under this contract.

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 31 March 2024 the *Client* will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.

Z30.1 Defined terms

a) The Latest Index (L) is the latest index as issued by the *Client*. The L, which is at the discretion of the *Client*, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.

b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.

c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.

Z30.2 Price Volatility Provision

Through a Compensation Event the *Client* shall pay the PVP. PVP is calculated as:

$$\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$$

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

Z30.3 Price Increase

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

Z30.4 Compensation Events

The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the March 2024 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	No
31 July 2023	In period costs only	No
31 August 2023	In period costs only	No
30 September 2023	In period costs only	No
31 October 2023	In period costs only	No
30 November 2023	In period costs only	No
31 December 2023	In period costs only	No
31 January 2024	In period costs only	No
29 February 2024	In period costs only	No
31 March 2024	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.

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



per day

OPTION X10: Information modelling

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

2 weeks

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

£5,000,000

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

6 years

OPTION X15: The *Contractor's* design

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

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

£5,000,000.00

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

6 Years

OPTION X18: Limitation of liability

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

£1,000,000

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

£1,000,000

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

£5,000,000

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

£5,000,000

The *end of liability date* is
Completion of the whole of the *works*

6 years

after the

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	<i>beneficiary</i>
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No terms under this contract	No beneficiaries under this contract
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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



Address for electronic communications



The fee percentage is

Option C

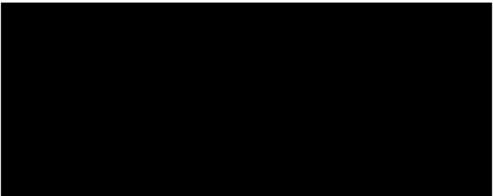


The working areas are

The offices and premises of the Contractor and the Site

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience



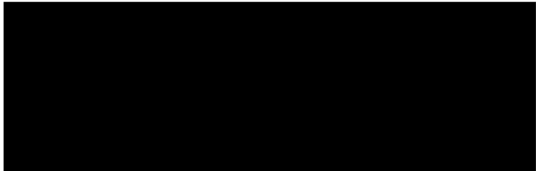
The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience



The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience



The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

The Scope provided by the *Contractor* for its design is in

not applicable

3 Time

The programme identified in the Contract Data is

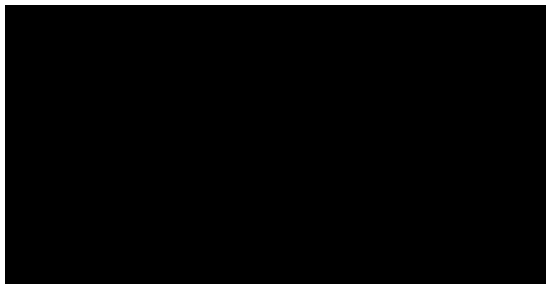
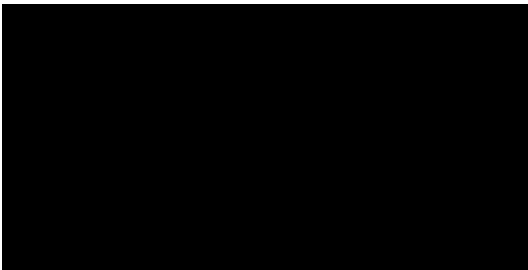
not applicable

5 Payment

The *activity schedule* is
not applicable

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are



X10: Information Modelling

The *information execution plan* identified in the
Contract Data is
to be confirmed

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

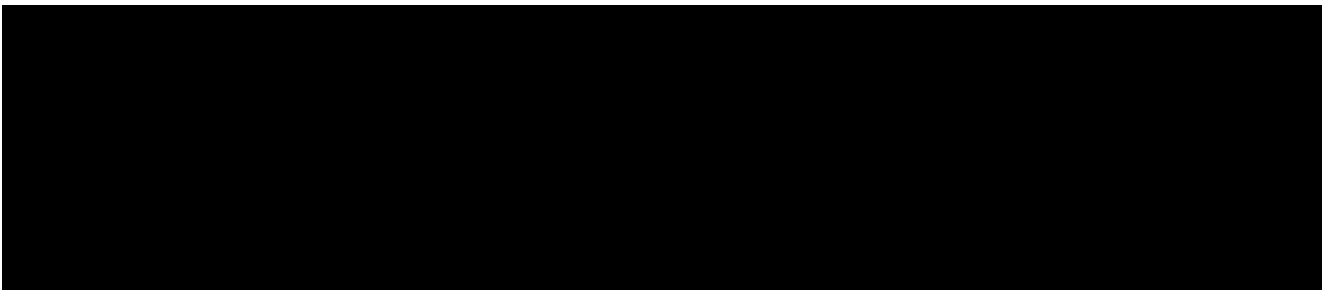


Contractor execution

Signed Underhand by [PRINT NAME]

for and on behalf of

BAM Nuttall Ltd



Environment Agency

NEC4 ECC engineering and construction contract

SCOPE

Template Change Log

Revision date	Summary of changes	Version number
14 March 2023	Changes made during CDF extension	7
Oct 23	<ul style="list-style-type: none"> • Style change to align with ECC Main scope template & NEC 4 • template change log added • S207 new • S803,4,5 & 6 new or amended re carbon terminology reporting for ESE changes since carbon methodology V3.1 and ACCD Pilot • S 1002 removed re carbon terminology and ESE changes in CMV3.1 	8
9 Nov 23	<ul style="list-style-type: none"> • BIM references on table updated 	8.1

Project / contract information

Project name	Colwyn Road Flood Alleviation Scheme (FAS)
Project SOP reference	ENV0005147C
Contract reference	TBC
Date	26th October 2023
Version number	Rev 2
Author	██████████

Revision history

Revision date	Summary of changes	Version number
26/10/2023	First issue	0
23/02/2024	Comments addressed	1

23/02/2024	Frozen	2
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Documents included in Scope by reference.

This Scope should be read in conjunction with the documents detailed in the table below current at the Contract Date.

In the event of conflict, this Scope shall prevail.

The service is to be compliant with the following: DOCUMENT	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements – Standard	V12	December 2021
LIT 65150	Minimum Technical Requirements – Environment and Sustainability	V2	March 2023
LIT 17641	Exchange Information Requirements	V3	December 2022
LIT 16559	SHEW CoP	V5	January 2023
LIT 12507	(SHE) handbook for managing capital projects	V7	March 2023
	Project Information Delivery Plan	Appendix 1	This document
LIT 14284	Carbon Operating Instruction	V6	June 2023

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S 100 Description of the *works*

S 101 General Description of the *works*

Hartlepool is a port town located in the Tees Valley, in the Northeast of England and is the largest settlement in the Borough of Hartlepool. The study area lies in the Stranton area of the town between Burn Valley Gardens and Burn Road and is at flood risk from surface water, fluvial flows and exceedance of the combined sewer system. The area of interest for this scheme and key assets are shown in Figure 1. There are three debris screens through Burn Valley Gardens which are maintained by Hartlepool Borough Council, one of which is located west of the Colwyn Road screens at Catcote Road (asset no. 315108). Two of the Local Authority screens in Valley Gardens are in poor condition due to machine damage and lack of maintenance (assets no. 315114 & 302125). A number of small weirs are visible throughout the watercourse within the main channel through Burn Valley Gardens. At the junction of Colwyn Road and the B1277, Burn Valley Beck discharges through two Hartlepool Borough Council Maintained screens into a small section of storm sewer and then into the combined sewer system down Burn Road. From here flows discharge to a pumping station located in the east of Hartlepool at the junction of Burn Road and Mainsforth Terrace. At the inlet to the pumping station there is an overflow which discharges to the North Sea. Flows which aren't spilt from the overflow are then pumped to Seaton Carew Headworks.

In early 2021 Jacobs supported by Arup were commissioned by the Environment Agency under the Hub A Collaborative Delivery Framework (CDF) to undertake a modelling and mapping study to provide an up-to-date assessment of flood risk in Hartlepool, around the Burn Valley Beck. This study identified the area around Colwyn Road to be at risk from fluvial and surface water flows, as well as surcharging of the combined sewer network, with risk to properties occurring around a 10% Annual Exceedance Probability (AEP). Modelling undertaken during the development of the Strategic Outline Case (SOC) by Jacobs has indicated that in a Do-Nothing scenario 609 residential and 340 non-residential properties are at risk from all sources in the Colwyn Road, Stranton area. In order to develop an understanding of what measures could manage the risks presented, a long to short listing exercise has been undertaken as part of the options appraisal, where by the project team has worked collaboratively with Hartlepool Borough Council and Northumbrian Water as key stakeholders to develop and refine the potential options. As a result of this, after a high level costing exercise, Do Something 2 was determined to be the leading option, which involves the installation of 1.3km of culvert, connecting the Burn Valley Beck to the North Sea, as well as new screens on the inlet. The 1.3km culvert will also capture surface water via gullies. Do Something 2 has been represented in the BVB 2023 ICM model, to understand the high level benefits of the option. In summary Do Something 2 has been shown to potentially better protect 171 residential properties and 179 non-residential properties, most of which are in the highest band of deprivation. The economic benefits of Do Something 2 have been estimated at £114m over the 100 year appraisal period, with a Benefit Cost Ratio of 4.7:1. Do Something 2 does also provide significant capacity improvements within the drainage network.

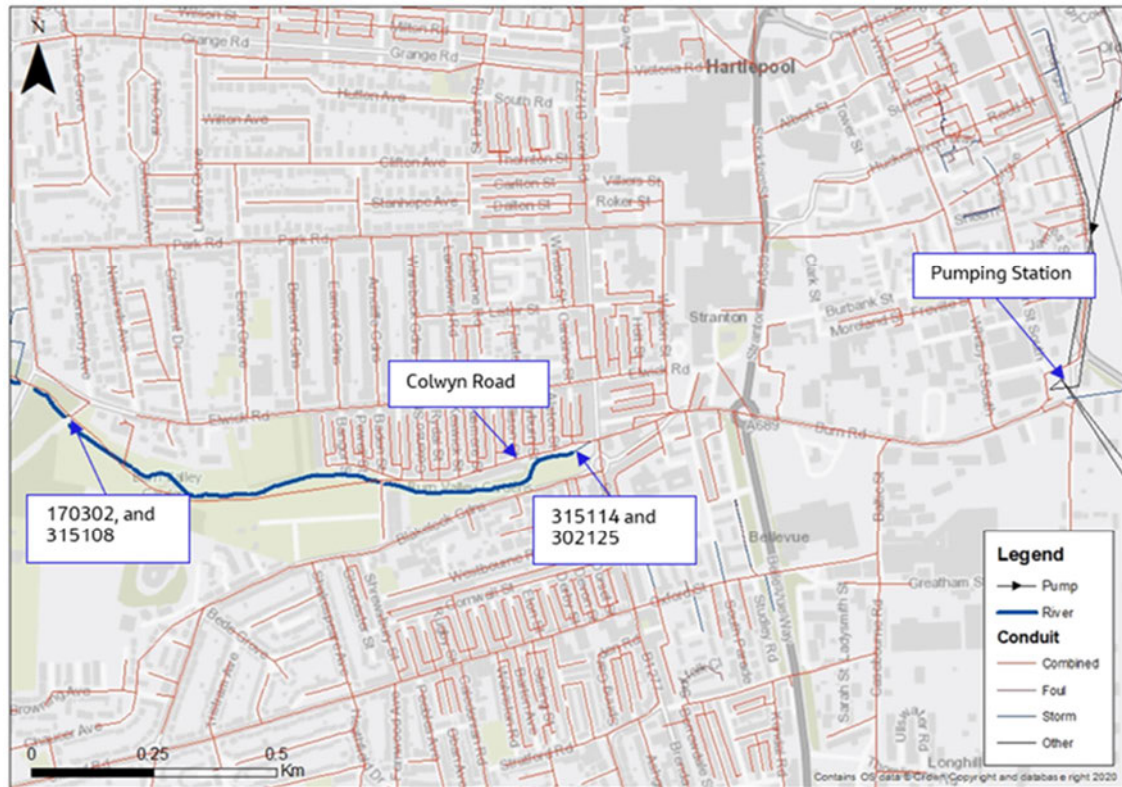


Figure 1: Location of assets considered within the Colwyn Road Project

S 102 Purpose of the works / Outcome required

- .1 The purpose of the work is to assist in the development of the OBC for the Colwyn Road FBC.
- .2 The Contractor's deliverables for progressing the Outline Business Case to the Full Business Case are summarised in Table 1.

Table 1: CDF ESE Summary of **Contractor Deliverables**

No.	Deliverables
1	Basic Staffing Schedule for ESE & Construction Phase
2	Production of high level construction programme. Details to include: <ul style="list-style-type: none"> High level construction durations Identification of long lead items Ecological constraints, such as periods in the year we may not be to work Permitting durations / requirements
3	Project specific Noise & Vibration Requirements
4	Identification of 3rd Party Considerations. Such as: <ul style="list-style-type: none"> Landowners Notice of Entry Any permitting required Planning consents required Highway consents Interface with utilities Structural surveys

No.	Deliverables
	<ul style="list-style-type: none"> Ecological surveys
5	Draft Temporary Works Schedule
6	Input into optioneering
7	Production of a high level Methodology & Buildability Report for each of the 3 design options
8	High level costs estimate based on 3 concept design options
9	Review Scope for OBC to FBC
10	Review draft Site Information
11	Input into Project Carbon Tool
12	Attendance of Risk Workshops
13	Attendance of Monthly Meetings
14	Attendance of site visits
15	Production of monthly project updates

- .3** Early supplier engagement will contribute to Lot 1 and Lot 2 Delivery partner collaboration and agreement on the Verified Capital Carbon Forecast which the Client will Verify, at gateway 3, resulting in the ECC Carbon Target to be used to measure Carbon Performance in subsequent ECC contracts for this project.
- .4** Driving down Capital Carbon Forecast for emissions at project level is a key driver and strategic outcome for this ESE.

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

2 201 General Constraints

- .1 Environment Agency permits may be required for certain site investigation activities, particularly where in channel works are specified. Close liaison with the Client's Area Partnership and Strategic Overview (P&SO) and Fisheries, Biodiversity and Geomorphology (FBG) Teams required. Input and ascertaining of the FRAP and SI to be instructed as Compensation Events if required.
- .2 A Marine Management Organisation (MMO) licence may be required and liaison with the MMO to develop and gain this licence is required as part of the SOC-OBC scope. Developing/engaging with the MMO to be instructed as a compensation event if required.
- .3 Potential buried services in the location of intrusive ground investigation. Services plans can be supplied to assist in the planning of these works, but the *Contractor* must satisfy themselves as to their validity. Any GPR or trial holes involved with this will be instructed as a compensation event if required.
- .4 Potential constraints regarding the methodology of the construction phase include working in the channel with machinery. *Contractor* to liaise with the *Clients* FBG team.
- .5 Working in and around Network Rail apparatus/infrastructure. To be managed by the *Client*. Should the *Contractor* be required to attend meetings or have input into the application processes such as Form A – C shall be instructed as a compensation event.
- .6 Flood events which occur during or in advance of inspections may temporarily prevent access. Appropriate flood warning systems to be utilised where possible. To be managed by liaison between *Contractor* and *Client* as required.
- .7 Any access constraints posed by intrusive vegetation. To be managed via liaison between *Contractor* and *Client* as required. Any surveys relating to and further removal of invasive species and or vegetation is excluded from this scope and will be instructed as a compensation event if required.

S 202 Confidentiality

- .1 The *Contractor* does not disclose information in connection with the *works* except when necessary to carry out their duties under the contract or their obligations under the contract.
- .2 The *Contractor* may publicise the services only with the *Client's* written permission.

S 203 Security and protection on the site

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

S 204 Security and identification of people

- .1 The *Contractor* is responsible for the security of the Site and for vehicles and pedestrians entering and leaving the Site.

S 205 Protection of existing structures and services

- .1 The *Contractor* must review the service plans and based on the level of risk, carry out any additional checks prior to commencement of any intrusive works. Any GPR or trial holing required is excluded from this scope and will be instructed as a compensation event if required.
- .2 If buried services are known or suspected to be in the vicinity of the intrusive works, these must be physically exposed to identify their location using safe methods. These works must be managed by the *Contractor* safely and effectively.
- .3 Where deemed necessary the *Contractor* shall liaise with relevant utility companies to identify the location of their services, in this instance this may also include the *Client* due to the instrumentation needed on the structures being assessed.

S 206 Protection of the works

Not used

S 207 Carbon

Not used

S 300 Contractor's design

Not used

S 400 Completion

S 401 Completion definition

- .1 The following are an absolute requirement for Completion to be certified, without these items the *Client* is unable to use the *works*:
 - (1) BIM Data Transferred to the *Client* databases of BIM data
- .2 Clause 11.2 (2) work to be done by the Completion date:
 - (1) All works identified in Table 1: CDF ESE Summary of *Contractor* Deliverables.

S 402 Correcting Defects

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

S 403 Pre-Completion arrangements

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

S 404 Take Over

Not used

S 500 Programme

S 501 Programme requirements

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

S 502 Programme arrangement

- .1 The programme shall be submitted in the form of a Resource Analysed Critical Path Network linked bar chart showing start and finish dates for each activity. It shall clearly identify those activities forming the critical path. The programme is to be produced in an electronic format in Microsoft Project 2016 (*.mpp) and *.pdf formats.

S 503 Methodology statement

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

S 504 Work of the *Client* and Others

Not used

S 505 Information required

Not used

S 506 Revised programme

- .1 Each programme submitted will include dates for the below outputs allowing for time for any information to be issued by the *Client*.

No.	Deliverables	Output by Contractor
1	Basic staffing schedule for ESE & construction phase	Schedule
2	Production of high level construction programme. Details to include: High level construction durations Identification of long lead items Ecological constraints, such as periods in the year we may not be to work Permitting durations / requirements	MS Project Programme
3	Project specific Noise & Vibration Requirements	Assessment
4	Identification of 3 rd Party considerations. Such as: Landowners Notice of Entry Any Permitting required Planning consents required Highway consents	Schedule

	Interface with utilities Structural surveys Ecological surveys	
5	Draft Temporary Works Schedule	Schedule
6	Input into optioneering	Ongoing consultation
7	Production of a high level Methodology & Buildability Report for each of the 3 design options	Report
8	High level costs estimate based on 3 concept design options	Budget
9	Review Scope for OBC to FBC	Comments Sheet
10	Review draft Site Information	Comments Sheet
11	Input into Project Carbon Tool	Ongoing consultation
12	Attendance of Risk Workshops	Ongoing consultation
13	Attendance of Monthly Meetings	Ongoing consultation
14	Attendance of site visits	Ongoing consultation
15	Production of monthly project updates	Report/Programme/Cost Forecast

S 600 Quality assurance

S 601 Samples

Not used.

S 602 Quality Statement

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

S 603 Quality Management System

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

S 604 BIM Requirements

- .1 The BIM Information Manager is the *Client* Project Manager.
- .2 The Contractor shall comply with the *Client's* BIM requirements.

S 700 Test and inspections

- .1 Refer to the Environment Agency's Minimum Technical Requirements (MTR) documents.
- .2 Upon instruction by the *Project Manager* the *Contractor* will suggest any necessary investigative works, such as Topographical (Topo) Survey, Ground Investigations (GI) and Structural Surveys (SS), to allow for budget quotations and programming.
- .3 The *Contractor* will ensure the reinstatement work is carried out with reasonable skill and care. Following completion of works the *Client* will carry out a quality check and approve and sign off the work. For intrusive surveys the *Contractor* shall gather photographic evidence of the survey site before works commences and on completion of the reinstatement.
- .4 Structures with a finish other than plain concrete or vegetation, e.g. brick or stone walls, must be assessed on a case-by-case basis and a method of intrusive work and subsequent reinstatement work must be agreed with the *Client* prior to carrying out the work. On completion of the reinstatement, if any Defects are noted they must be rectified within 2 weeks of notification and access being granted.

S 800 Management of the *works*

S 801 Project Teams – others

Name	CDM Role	NEC4 contract role
Environment Agency	Client	<i>Client</i>
Environment Agency	None	<i>Project Manager</i>
TBC	None	<i>Supervisor</i>
Arup	Designer	Others
TBC	Principal Designer	None
BAM Nuttall Ltd	Principal Contractor	<i>Contractor</i>
Sub-contractor(s)	Contractor	Sub-contractor
TBC	CDM Advisor	None

.1 Further to the *Client*, *Project Manager*, *Supervisor*, Principal Designer and *Contractor* roles identified previously, the following Environment Agency people are expected to form part of the team:

- EA PCM Project Manager
- EA PCM Project Executive
- P&SO Senior User and Senior User Representative
- Asset Performance Senior User and Senior User Representative
- Environmental Programme Team Senior User
- NEAS Representative
- FBG Representatives
- Cost Manager
- Information Manager
- Carbon and Cost Estimator

S 802 Communications

.1 Meetings shall be undertaken face to face or using Microsoft Teams. The Client has a number of advisory departments that include but are not limited to Area Flood and Coastal Risk Management (FCRM) Teams, Fisheries Biodiversity and Geomorphology (FBG), Hydrometry and Telemetry. Instructions will only be deemed enacted from them when they are confirmed by an instruction from the *Project Manager*.

.2 In managing the works the *Contractor* shall:

- Attend monthly progress meetings arranged by the *Client* to record and issue minutes. Attend Monthly Project Board meetings and provide input on the progress and programme, risks, issues and exceptions.
- Identify project efficiencies and provide information and evidence for efficiency briefing notes in line with the *Client's* CERT process.
- Produce monthly financial updates giving forecast and actual expenditure.
- Deliver weekly informal programme updates as required (via email/telephone).
- Co-operate with the *Client* in their role of the BIM Information Manager.

- Provide technical support to the *Client* in its public relations and liaisons with landowners, landowners' agents, parish councils, local authorities, members of parliament and stakeholders identified during the contract period.
 - The *Contractor* to make full use of the *Client's* web-based project collaboration tool (Asite). Whenever practical project and contract communications and records are to be distributed and stored using this project collaboration tool.
- .3 The *Contractor* shall allow for attendance of key personnel from the *Contractor's* staff and key Subcontractor's and supplier's staff at meetings and workshops to be chaired and minuted by the *Client* or their delegate, which shall include the following:
- Design review workshops
 - Carbon, efficiencies and value engineering workshops
 - Risk workshops
 - Commercial meetings
 - Planning and programming workshops
- .4 The *Contractor*, *Project Manager* and *Supervisor* shall use the *Client's* standard contract administration forms which shall be produced and submitted using the *Client's* collaborative working tool, FastDraft.

S 803 Monthly Reporting

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

S 804 Monthly Forecast Reporting

Not used.

S 805 Application for Payment / Invoice

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

S 806 Aligned Cost and Carbon Data Pilot Reporting

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

S 0900 Working with the *Client* and Others

Not used.

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

Not used.

S 902 Co-Operation

- .1 The *Contractor* co-operates with affected residents and businesses as necessary to enable efficient execution of the works with minimal disturbance to the local community. *Client* to coordinate between residents, businesses, and the *Contractor*.

S 903 Co-Ordination

Not used.

S 904 Authorities and utility providers

- .1 The *Contractor* shall be responsible for arranging and managing all of the appropriate Highway Authority consents and closures that may be required including footpaths and public rights of way.

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

- .1 We will try to identify opportunities to support diverse workforces on our projects across our organisations.

S 1000 Services and other things to be provided

S 1001 Ground Investigation

Not used.

S 1002 Carbon minimisation

- .1** 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).
- .2** 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)** A set out the reasons for outturn actuals emissions being above/below the verified forecast.
- .3** The verified outturn actuals and forecast from this process will be required for the performance measure set out in this contract as well as for an EA process of carbon budget authorisation managed by EA Project Sponsor.

S 1100 Health and safety

- .1 Health and safety are the number one priority of the *Client*. The *Contractor* will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all. CDM Regulations (2015) will be adhered to at all times.
- .2 It is anticipated that the works on site will not be subject to formal notification to the HSE, however, work carried out will be treated as if it was notifiable.
- .3 The Principal Designer under the Construction Design and Management Regulations (2015) will adhere to the Environment Agency SHEW code of practice January 2023.
- .4 The *Contractor* and Principal Designer will engage on all matters of Health and Safety and ensure all the necessary health and safety documentation is produced.
- .5 The *Contractor* shall contribute to the satisfactory completion of the Principal Designer's Safety, Health and Environmental (SHE) Stop Go Checklist.
- .6 The *Client* will provide the *Contractor* with Pre-Construction Information (PCI) where intrusive investigation works are required. The PCI will be approved by the Principal Designer.
- .7 The *Contractor* will produce a Project Execution Plan (PEP) for all intrusive works.

S1200 Subcontracting

S 1201 Procurement of subcontractors

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

S 1300 Title

Not used.

S1400 Accounts and records (Options C and E)

Not used.

S 1401 Additional Records

- .1 The Client wants additional records to be kept:
 - 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
- .2 The format and presentation of records to be kept are to be accepted by the *Client*.

S 2000 *Client's* work specifications and drawings

S 2001 *Client's* work specification

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

S 2002 Drawings

- .1 No outline designs for the preferred option are currently available which could be provided by the *Client*. However, the *Contractor* will liaise as directed with Others as detailed design drawings are progressed.

S 2003 Standards the *Contractor* will comply with

- .1 The Contractor should carry out their work using the following guidance and tools.
 - Project Cost Tool
 - Carbon Planning Tools (including the Carbon Modelling Tool and Carbon Stop/Go form)
 - 300_10 SHE handbook for managing capital projects
 - 300_10_SD27 SHE Code of Practice
 - SHEW COP January 2023 Version 6.0

Appendix 1 Information Delivery Plan (IDP)

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

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

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

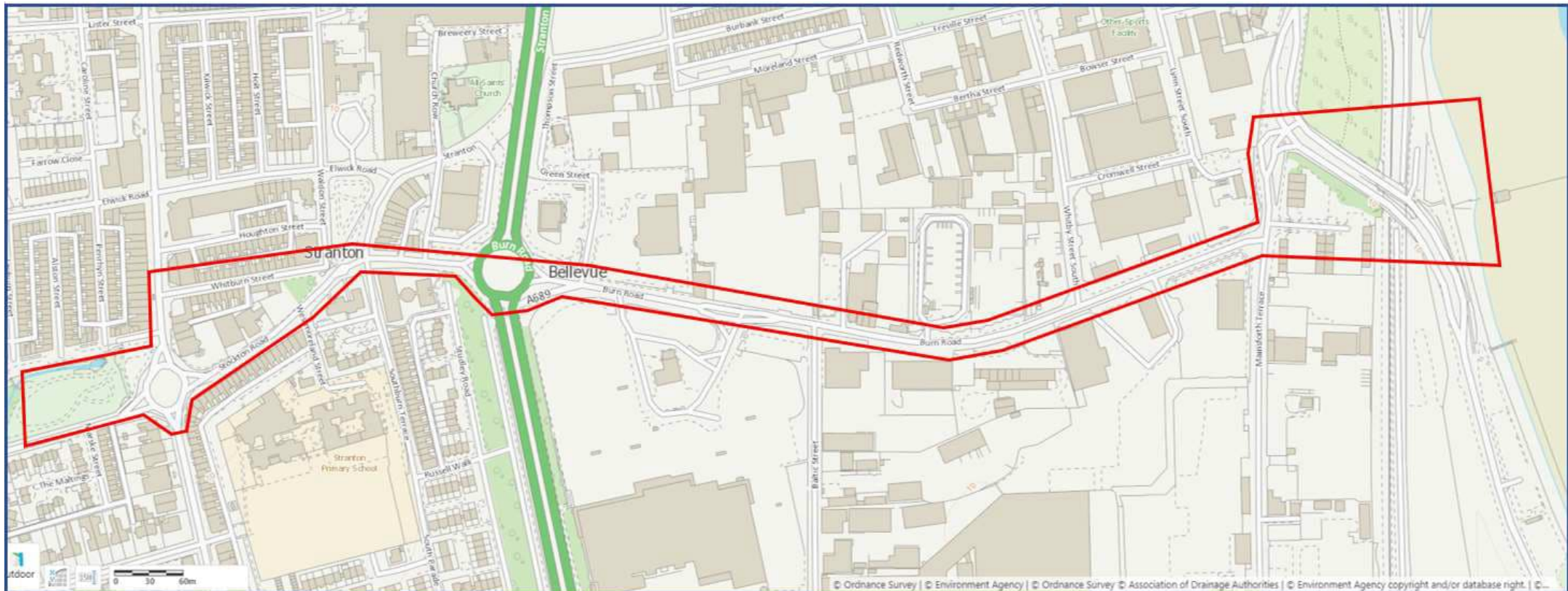
Guidance on the IDP can be found [here](#)

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

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

Colwyn Road Red Line Boundary

Rev 0, Dated 26/10/2023



Colwyn Road Site Information Rev0

1. Service Utility Information Rev0

Location: <https://adoddleak.asite.com/lnk/nAAB8xpHkob66xh6MLbL>

Contents:

Folder 1	Folder 2	Document Type	Document Title	Date
Service Utility Information		Drawing	20230405-Burn Road-NGN	05-Apr-23
Service Utility Information		Drawing	20230405-Burn Road-VM	01-Feb-23
Service Utility Information		Report	LSBUD-230405-29076568	05-Apr-23
Service Utility Information	BT	Drawing	RXZ12145S	05-Apr-23
Service Utility Information	BT	Drawing	XSG12153K	05-Apr-23
Service Utility Information	BT	Drawing	YBG12154I	05-Apr-23
Service Utility Information	NPG	Report	SD1098831-Application-Details	N/A
Service Utility Information	NPG	Letter	SD1098831-Safedig-Letter	05-Apr-23
Service Utility Information	NPG	Drawings	SD1098831-Safedig-Plan-v2	05-Apr-23
Service Utility Information	NWL	Drawings	29076568_NWL_Sewer_Networks	05-Apr-23
Service Utility Information	NWL	Letter	NWL Sewer Plant Affected Letter	05-Apr-23
Service Utility Information	NWL	Document	STANDARD CONDITIONS FOR WORKING NEAR NORTHUMBRIAN WATER APPARATUS	26-Nov-18