



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

Contract Execution

This agreement is made between the *Client*, the *Consultant*, and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Faithful & Gould for Ecological Clerk of Works services for the Asset Reconditioning Programme and Brighthouse FAS (the *service*).

The Consultant offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The Consultant was appointed to the framework and executed the framework agreement (with reference number RM6165).

Executed under hand

By

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

[Redacted signature]

.....

.....

(Named Suppliers)

Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

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 secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments January 2019)

Main Option Option for resolving and avoiding disputes

Secondary Options

The *service* is

The *Client* is

Name

Address for communications

Address for electronic communications

The *Service Manager* is

Name

Address for communications

Address for electronic communications

The *Scope* is in

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is except that

• The *period for reply* for is

• The *period for reply* for is

The *period for retention* is year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than

2 The *Consultant's* main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

If Option C or E is used

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

3 Time

The *starting date* is

The *Client* provides access to the following persons, places and things

access	access date
(1) Fastraft	12/2/24 onwards
(2) EA authorised individuals to confirm people rates	12/2/24 onwards
(3)	

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

4 weeks

If the *Client* has decided the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

30/11/24

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

2 weeks

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

4 weeks, if not previously provided by the *Consultant*

The period between Completion of the whole of the *service* and the *defects date* is

26 weeks

5 Payment

The *currency of the contract* is the

£ sterling

The *assessment interval* is

Monthly

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount

The *interest rate* is 2 % per annum (not less than 2) above the

Base

rate of the

Bank of England

bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

1 Month

If Option C or E is used and the *Client* states any locations

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

All UK offices

If Option C is used

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

<i>share range</i>		<i>Consultant's share percentage</i>
less than	<input type="text"/> %	<input type="text"/> %
from	<input type="text"/> % to <input type="text"/> %	<input type="text"/> %
from	<input type="text"/> % to <input type="text"/> %	<input type="text"/> %
greater than	<input type="text"/> %	0 <input type="text"/> %

6 Compensation events

If there are additional

These are additional compensation events

8 Liabilities and insurance

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<input type="text"/>	<input type="text"/>
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	<input type="text"/>	<input type="text"/>
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<input type="text"/>	<input type="text"/>

The *Consultant* provides these additional insurances

(1) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(2) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(3) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>

The deductibles are

n/a

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

[REDACTED]

Resolving and avoiding disputes

The *tribunal* is Litigation in the courts

If the *tribunal* is arbitration The *arbitration procedure* is Not Applicable

The place where arbitration
is to be held is Not Applicable

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Lateral
8 City Walk
Leeds
LS11 9AT

Address for electronic communications

Name (2)

Address for communications

Hafren House
Welshpool Road
Shelton
Shrewsbury
SY3 8BB

Address for electronic communications

The *Adjudicator* is

Name

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

'to be confirmed'

The *Adjudicator nominating body* is

Institution of Civil Engineers

X2: Changes in the law

If Option X2 is used

The *law of the project* is

The law of England and Wales, subject to the jurisdiction of the courts of England and Wales

X9: Transfer of Intellectual Property Rights

X10: Information modelling

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

Normally 2 weeks

X11: Termination by the Client

X18: Limitation of liability

If Option X18 is used

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

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

The *end of liability date* is years after the Completion of the whole of the *service*

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is days after the date on which payment becomes due

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Z1 Disputes:

Option W2 subclause W2.1(4) is deleted. The Parties agree that adjudication under Clause option W2 should only commence if the dispute resolution procedure has been exhausted and that the dispute resolution procedure in the Scope, takes precedence over Option W2.

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The service is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of ':

- Mistakes or delays caused by the Consultant's failure to follow standards in Scopes/quality plans.
- Reorganisation of the Consultant's project team.
- Additional costs or delays incurred due to Consultant's failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the Service Manager
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the Service Manager
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the Service Manager
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to Consultant performance.
- Costs associated with rectifications that are due to Consultant error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the Consultant's involvement
- Was incurred due to a breach of safety requirements, or due 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

Z8 Requirement for Invoice

Insert the following sentence at 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 Service Manager's certificate.

Delete existing clause 51.2 and insert the following:

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 Service 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.

Z9 Conflict of Interest

The Consultant immediately notifies the Client of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the Consultant (including without limitation its reputation and standing) and/or the Client of which it is aware or which it anticipates may justify the Client taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the Client, the Client, in its sole discretion, may terminate this Contract.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

Z125 Limitation of Liability

Under clause 87.1; after the fourth bullet point; insert the additional bullet points:

- loss of or damage to the Client's property, to the sum of £5,000,000.00
- death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the contract, to the sum that the Consultant is required to insure under the contract in respect of such death or bodily injury.

Z 130 Rate adjustment

Z130.1 The Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate Framework Prices.

Z130.2 (Option C ONLY) The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

Z 131 Change to the Schedule of Cost Components

Add clause 11.2(19) The People Rates are the people rates unless later changed in accordance with the contract and provided that at all times and under any circumstance howsoever arising the People Rates do not exceed the equivalent and directly comparable Framework Price as set out in Crown Commercial Services (CCS) Construction Professional Services Framework RM6165.

In the Schedule of Cost Components delete the section titled People and replace with:

People

1 The following components of the cost of people.

11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work on the contract.

PART TWO – DATA PROVIDED BY THE CONSULTANT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Consultant* is

Name

AtkinsRéalis UK Limited

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *fee percentage* is

N/A %

The *key persons* are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

Name (2)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

The following matters will be included in the Early Warning Register

--

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

Refer to: 'NEC4
Professional Services
Contract (PSC)
Scope'

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

12/02/2024 – 30/11/2024

If the *Consultant* is to decide the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

30/11/2024



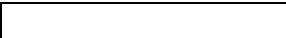
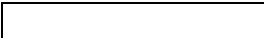


5 Payment

If the *Consultant* states *expenses*

The *expenses* stated by the *Consultant* are any

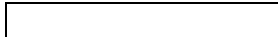
item

amount

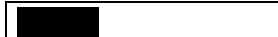
If Option A or C is used

The *activity schedule* is



If Option E is used

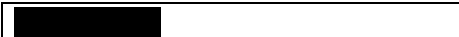
The forecast of the prices is



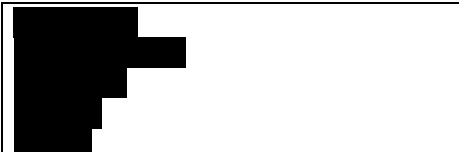
Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)



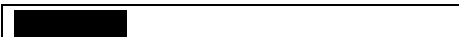
Address for communications



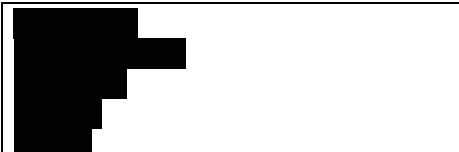
Address for electronic communications



Name (2)



Address for communications



Address for electronic communications



Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is*named suppliers* are**Data for the Schedule of Cost Components (used only with Options C or E)**The *overhead percentages* for the cost of support people and office overhead

are location

overhead percentage

<input type="text" value="N/A"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	%

Data for the Short Schedule of Cost Components (used only with Option A)The *people rates* are

category of person

unit

rate

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Environment Agency

NEC4 Professional Services Contract (PSC)

Scope

Project / contract information

Project name	Programme and Contract Management (PCM) North-East Hub: Environmental Clerk of Works Services
Project SOP code	■■■■
Contract number	■■■■
Contract reference	Environmental Clerk of Works PCM NE (Sept 23)
Date	6 th September 2023

Revision history

Revision date	Summary of changes	Version number
■■■■	■■■■■■■■■■	■■■■
■■■■	■■■■■■■■■■	■■■■
■■■■	■■■■■■■■■■	■■■■
■■■■	■■■■■■■■■■	■■■■

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date.

In the event of conflict, this Scope shall prevail. The *services* are to be compliant with the version of the Minimum Technical Requirements.

1.0 Overview

The *Consultant* shall provide a designated Environmental Clerk of Works (EnCoW) to monitor the site set-up works, clearance works, construction works, and site reinstatement, and supervise any environmental surveys or environmental high risk works for the site.

The *Consultant* will undertake weekly audits during site set-up and the early stages of construction. The frequency of audits will reduce to twice per month in agreement with the *Client* based on activities scheduled in the programme of work and Contractor performance.

2.0 Background and Objectives

The Programme and Contract Management (PCM) function fulfil a key role within the Environment Agency (EA) in managing and undertaking a £5.2 billion programme of works to deliver flood risk and environmental projects within England. Within the EA, there are six distinct geographically located hub areas.

The North-East hub region covers a distinct geographical area across two principal operational boundaries referred to as:

- Yorkshire
- North East

The primary objective of this contract is the provision of **ECoW** services to the *Client* and associated project teams to undertake ECoW services across a range of NEC3 and NEC4 Professional Services Contracts (PSC), Early Supplier Engagement (ESE) and Engineering and Construction Contracts (ECC).

In delivering the *service*, the *Consultant* will work in co-located teams from the *Client*, *Consultant* and Contractor project teams on FCRM programme of works within PCM North-East hub area in accordance with the *Clients'* requirements and ways of working. It is imperative that the *Consultant* can demonstrate their proposed resources can work with project teams in a collaborative manner. In addition, the *Consultant* resource(s) need to be flexible in working in a hybrid manner being able to work from *Client*, *Consultant* and Contractor office(s) and home. A key requirement of the ECoW(s) is to work, predominantly, from construction site(s) and to fit business needs.

In delivering the ECoW services, the *Consultant* needs to provide named individual(s) to work exclusively on the *Client's* projects.

The *Consultant* needs to ensure that proposed resource(s) put forward for *Client* consideration have all required qualifications and suitable experience to satisfy the requirements of the role.

The Consultant shall have the following qualifications and certification:

- Professional membership of a recognised and appropriate chartered institute.
- An environmental auditing qualification
- Construction skills certification scheme¹ (CSCS) registered

Those fulfilling the role must have a skill set to match the site's particular environmental requirements, therefore the EnCoW role could be provided by an experienced practitioner in many

1 [Construction Skills Certification Scheme](#)

specialist environmental disciplines, including any of the following, depending on project requirements:

- Ecology
- Hydrology
- Archaeology
- Landscape
- Noise
- Air quality
- Contaminated land / hydrogeology

PCM North-East team currently have ECoW resource(s) assigned to functional project teams by use of *Consultant* support to fulfil this key role. Following the closure of the CSF (Client Support Framework) an interim measure is required to enable us to resource the programme and assist in the delivery of FCRM works within the North East hub.

Within PCM North East team, ECoW resource(s) work on a broad range of projects with differing levels of complexity. The *Consultant* should aim to submit resource(s) proposals to the *Client* to cover all ranges of projects and levels of complexity.

High-complexity projects are typically new-build major flood risk management schemes involving large, multi-discipline teams working on multiple contracts (PSC, ESE and ECC) within the “master” project in a phased manner.

Some high-complexity projects being undertaken currently in the PCM North-East team in both Yorkshire and North East areas include:

- Hebden Bridge
- Tadacaster
- Skeffling

Lower-complexity projects are typically high volume (numbers of projects) in nature covering (for example) reconditioning and recovery works including (but not limited to) debris screens, culvert refurbishment, etc. These types of projects are currently being undertaken in both Yorkshire and North East areas.

Further projects may be added to the PCM North East programme as opportunities are developed through the pipeline. As such, the *Consultant* needs to provide resource(s) with sufficient flexibility to work on a number of projects within the programme within different teams and in different geographical areas within the North East hub area.

Ideally, wherever possible, the resource(s) shall be based within the north east of England and have prior experience of working with the EA on FRM schemes.

The primary objective of the services requested from the *Consultant* is the provision of **Environmental Clerk of Works services** to support delivery of a series of PCM North East hub Early Supplier Engagement Contracts (ESE) and Engineering and Construction Contracts (ECC). The Environmental Clerk of Works will monitor the site set-up works, clearance works, construction works, and site reinstatement, and supervise any environmental surveys or environmental high risk works for the site.

The *Consultant* will undertake weekly audits during site set-up and the early stages of construction. The frequency of audits will reduce to twice per month in agreement with the *Client* based on activities scheduled in the programme of work and Contractor performance.

This support will enable the Client's Project Managers to focus on effective project delivery utilising the supporting information and the service provided by the *Consultant*.

3.0 Project team

- 3.1 The *Client* is **The Environment Agency**.
- 3.2 The Consultant Designer is **Arup** (for Collaborative Delivery Framework – CDF projects).
Note: the *Client* also has other supplier(s) available for Design services.
- 3.3 The Contractor is **BAM** (for Collaborative Delivery Framework – CDF projects).
Note: the *Client* also has other supplier(s) available for Contractor (Construction) services.
- 3.4 The Principal Designer under the Construction Design and Management (CDM) 2015 regulations is Jacobs.

The terms **Contractor**, **Service Manager** and **Project Manager** are used throughout this Scope document and represent the same terms identified in the *Client's* Professional Services Contracts (PSC) for *Consultant service* and the *Client's* Engineering and Construction Contract (ECC) for construction works.

For this Scope, the *Consultant* shall also fulfil, where requested by the *Client*, the role of the Service Manager (SM) alongside the requirements of the ECC Project Manager (ECC PM) role.

4.0 Consultant provides the services

4.1 Outcome Specification

The *Consultant* shall deliver the *service* such that it meets the outcomes listed in this section.

EnCoW Responsibilities

- Advising (not instructing) the Contractor; should the Consultant consider that an instruction is required, they shall advise the Project Manager and Client immediately.
- Completing all actions assigned to the Consultant in the Environmental Action Plan (EAP).
- Ensuring that each action of the EAP is completed in the necessary timeframe by the party named in the 'Responsibility' column of the EAP for that action. The *Consultant* shall also ensure that the Contractor adheres to all other environmental legislation, the Client's environmental policies and the Client's SHE guidance standards.
- If there are non-conformances, the *Consultant* shall immediately inform the Supervisor who will notify a defect to the Contractor for corrective action within the timeframe identified by the *Consultant*. The non-conformance, action required, correction timeframe and completion shall be added to the EAP by the Consultant.
- Monitoring adherence by the Contractor to the Contractor's Environmental Management Systems and advising the Client of any incidences of non-compliance.
- In agreement with the Employer, the *Consultant* shall attend monthly progress meetings to update the team on compliance with EAP actions.
- As a minimum, the *Consultant* shall audit the site monthly, in advance of progress meetings recording audit details, including photos, on the 'Environmental Audit Record' appended to the EAP.

- Audit reports will be provided to the Client Service Manager, Project Manager, the Contractor and the NEAS Environment Project Manager within a week of the audit visit, and in advance of the progress meeting. The *Consultant* will ensure all audit reports are uploaded to Asite Services within a week of the site visit.
- At the beginning of the Contract, the *Consultant* shall audit the site every 1 week for a minimum of 4 weeks. The frequency of audits will be reduced to monthly in agreement with the *Client* based on Contractor performance.
- Inputting to the Supervisor's Weekly Site Record on environmental matters, including bi-weekly monitoring of EAP actions, recording environmental issues / non-conformances, actions taken, and changes to design. Monitoring shall include inspecting the whole of the project working area on a monthly basis.
- The *Consultant* shall maintain a file of their site visit reports, monthly updates, incident reports, correction notices and EAP amendments. This file will be passed to the Client on completion of the project and will constitute a condition of Completion.
- If applicable, the *Consultant* shall notify and assist the Project Manager and Client with any environmental incidents for the duration of the services.
- The *Consultant* shall inform the *Client* upon completion of each section (i.e. Pre-construction, Construction and Post-construction) of the EAP actions and ensure that each section is signed off by the *Client*, Contractor and *Consultant*.
- The *Consultant* shall produce a short summary report at the end of the works to compare predicted effects against actual impacts of the temporary and permanent works. This shall be supported by photographic evidence, especially of the condition of the site upon completion of site reinstatement and shall be submitted to the *Client* and uploaded to Asite Services within 4 weeks of issue of the construction contract completion certificate.

5.0 *Client's* Advisors

The *Client* for the contract is represented by the Programme & Contract Management (PCM) team, primarily the *Client* Project Manager and, in their absence, the Project Executive.

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 Service Manager. These departments include (but are not limited to): Asset Performance, Partnership & Strategic Overview, NEAS and others.

The *Client's* organisation has a regulatory function. Communications from the Environment Agency in its capacity as a regulator are not to be confused with communications as the *Client* or the *Service Manager*.

6.0 Definition of Completion

Completion for this commission will be 30th November 2024, unless an instruction is issued by the *Client* to extend the contract duration.

Conversely, the *Client* also reserves the right to terminate this commission earlier than the stated completion date of 30th November 2024

The *Client* accepts that not all the *service* detailed above will be able to be completed for all projects by the stated Completion Date.

7.0 Constraints on how the *Consultant* provides the *services*

The ECoW is not to delegate their contractual duties or powers under this contract without prior written agreement from the *Client*.

Access to the *Client*'s IT servers will not be possible, the *service* is to be performed using the *Consultant*'s own IT including email address and hardware. Access to the relevant systems will be provided as stated in section 8 below.

All "work in progress" documents are to be kept on the relevant project's SharePoint site and not on individuals' hard drives or PSC Service Manager and ECoW servers.

8.0 Standards to be achieved

8.1 Health, safety and wellbeing

Health, safety and wellbeing is of paramount importance to the *Client* and one of the objectives for the projects is that the works should be undertaken in a manner that achieves highest possible standards. Health, safety and wellbeing provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The *Consultant* shall support the *Client* and project team in achieving these standards.

Health, safety and wellbeing provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The ECoW will take reasonable steps, when considering documents supplied to him/her by the Contractor, that the management arrangements adopted by the Contractor for health, safety and wellbeing are suitable.

The contract requires the Contractor to produce a schedule of activities for which risk assessments and method statements must be prepared. The schedule and method statements will meet the dual requirements of the Construction Design and Management (CDM) Regulations 2015 and the requirements of sub-clause 31.2 of the contract.

The Contractor will be free to add to the schedule as the work progresses. Prior to the start of construction work, and again after any revisions prior to implementation of the revisions, the Contractor must forward the schedule to the ECoW, along with the programme for acceptance.

The level of detail required will depend on the activity. As a minimum the Contractor must ensure that risk assessments and method statements are prepared and submitted for review in accordance with the Works Information covering:

- Full, timing and sequence of construction including the use and design of temporary works, materials, plant and equipment proposed by the Contractor.
- Indication of activities that represent a higher-than-normal level of health and safety risk.

8.2 Specifications or standards to be used

In managing the Contract the Project Manager, the Consultant and Contractor will make full use of the Client's ECC standard commercial and contract forms that have been developed for this purpose. Some examples are:

- project Manager's Instruction [on FastDraft]
- contractor's Technical Query [on FastDraft]
- weekly Site Record [Client document ref 413_13_SD14]
- or/and check against the ECC PM Scope

The Consultant shall make full use of the Client's web-based contract management and project collaboration tools (FastDraft, CDC 2Hub and ASite Services). All contract records shall be distributed and stored using the relevant platform.

The Consultant shall make full use of and have suitably competent resources available to enable the environmental review of ECC Design Packages submitted which are likely to make reference to the design codes, standards and guidance notes.

Other guides and process required to fulfil the *services* can be supplied on request.

- LIT 12280 - Lessons log template
- LIT 12295 - Highlight report template
- LIT 12566 - Efficiency reporting tool (CERT)
- LIT 14284 - Whole Life (Construction) Carbon Planning Tool
- LIT 14847 - Risk guidance for capital flood risk management projects
- LIT 18624 - Collaborative Delivery Framework Commercial EA staff User Guide
- LIT 56181 How to Contract with the Collaborative Delivery Framework (CDF) with *Client*-Led Pricing
- LIT 58180 - *Client* Support Framework User Guide
- LIT 57759 - Write a Business Case
- LIT 16559 – Constructing a better environment: Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) - June 2022
- 300_10 Safety, Health, Environment and Wellbeing (SHEW) Handbook for Managing Construction Projects
- BIM_ECDE_IDP_User_Guide – ASite BIM2 User Guide

9.0 Requirements of the programme

#9.1 Programme

The *Consultant* shall support the *Client* in delivering all stated tasks in line with the relevant programme(s) associated with the services they are working on within the *Client* team.

10.0 Services and other things provided by the *Client*

10.1 Contracts to be administered

The *Client* will provide a copy of any contract to the PSC Service Manager which the PSC Service Manager is required to support the administration of.

This may include (but not be limited to) the Scope/Project Form and Site Information.

10.2 Training to be provided by the *Client*

The *Client* will provide access to and training on their web-based tools including but not limited to:

- ASite – the *Client's* BIM Collaborative Data Environment
- FastDraft – the *Client's* contract administration tool
- Collaborative Delivery Community SharePoint access

10.3 Information to be provided by the *Client*

2 [Collaborative Delivery Community](#)

The *Client* Project Manager(s) and Project Executive(s) will be ultimately responsible to provide all the information required to fulfil the *service*. The PSC Service Manager / ECoW will work in partnership with the *Client* to mitigate any delays associated with the late supply of information to the PSC Service Manager / ECoW

10.4 Data and information management and intellectual property rights

Requirements for the handling of project data are covered by the framework schedules. All the data listed as being supplied to the *Consultant* as part of this study remains the Intellectual Property of the *Client*.

10.5 Data custodianship

The data custodian for project deliverables from this commission will be the *Client's* area PSO team.

10.6 Licensing information

Licences for LiDAR Data, Ordnance Survey mapping, model, survey, hydrometric and historical data will be provided to the *Consultant* when specifically required to fulfil the *services*.

10.7 Data security

Project deliverables such as model files, survey data, commercially sensitive data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128-bit encryption in accordance with the *Client's* data protection policy LIT 12085.

Further details regarding security measures will be discussed at the start-up meeting for this commission

10.8 Timesheets

Timesheets as normally utilised by the ECC Project Manager shall be submitted with applications for payment unless otherwise agreed with the *Client's Service Manager*. Electronic submissions would be acceptable.

10.9 Payment procedure

Payment is subject to the procedure agreed in or under the framework

10.10 Quality

The ECoW quality management system complies with the requirements of ISO9001 and ISO14001.

Appendices

- **Appendix 1 – BIM Protocol**

The *Consultant* shall adhere to the Environment Agency's Employers 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.

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

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

