



**Framework:**  
**Supplier:**  
**Company Number:**

**Client Support Framework**

**Geographical Area:**  
**Project Name:**  
**Project Number:**

**Midlands**  
**Saltfleet to Gibraltar Point Supervisor, ECW and Technical S**  
**ENV0002657C**

**Contract Type:**  
**Option:**

**Professional Service Contract**  
**Option E**

**Contract Number:**

**31949**

Revision	Status		Originator		Reviewer		Date

## PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

**Project Name** Saltfleet to Gibraltar Point Supervisor, ECW and Technical Support

**Project Number** ENV0002657C

This contract is made on 15 February 2021  
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference  
PSC SGPS Beach Management Supervisor 11-01-2021. Version 1 dated 11 January 2021

### 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 secondary Options of the NEC4 Professional Service Contract June 2017.

Main  
Option

Option E

Option for resolving and  
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of liability

Y(UK)1: Project Bank Account

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 *service* is To provide services of Supervisor, Environmental Clerk of works, and Technical support of design to the Saltfleet to Gibraltar Point Beach Management project.

The *Client* is Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The Scope is in  
PSC SGPS Beach Management Supervisor 11-01-2021. Version 1 dated 11 January 2021

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 *period for retention* is 6 years 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 weeks

## 2 The Consultant'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 *Consultant* prepares forecasts of the total Defined Cost plus  
Fee and *expenses* at intervals no longer than 4 weeks

## 3 Time

The *starting date* is 15 February 2021

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

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

The *completion date* for the whole of the *service* is 31 December 2024

The period after the Contract Date within which the *Consultant* is to  
submit a first programme for acceptance is 4 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

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

The *expenses* stated by the *Client* are as stated in Schedule 6.

The *interest rate* is 2.00% per annum (not less than 2) above the  
Base rate of the Bank of England

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

The *exchange rates* are those published in  
on

## 6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in  
accordance with Public Health England guidance, as may vary from  
time to time between 1st November 2020 and 31st March 2021
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 and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> 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>	£5 million in respect of each claim, without limit to the number of claims	12 years
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	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
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	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£5 million

## Resolving and avoiding disputes

The <i>tribunal</i> is	litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	<a href="#">'to be confirmed'</a>
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

## Z Clauses

### Z1 Disputes

Delete existing clause W2.1

### 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
  - Was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit
- When appointing *Consultants* on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager*'s reasonable instructions or wholly outside the scope of the *Consultant*'s duties as defined by the *Service Manager* .

## **Z6 The Schedule of Cost Components**

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

## **Z7 Linked contracts**

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

## **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.

## **Z10 Change in Control**

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

## **Z11 Rate Increase Provision**

Contracts with a duration of less than two years, which are extended over this duration by the *Service Manager* due to *Client* Scope increases, may apply a rate review as follows. The *Consultant* will charge the *Client* the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

## **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.

## 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 X10: Information modelling

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

### OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000.00

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £1,000,000.00

The *end of liability date* is 6 Years after the Completion of the whole of the *service*

### Y(UK)1:Project Bank Account

The Consultant is to pay any bank charges made and to be paid any interest paid by the *project bank*

### 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

term beneficiary

The provisions of  
Y(UK)1

1 General

The *Consultant* is

Name and address etc. of *Consultant*

Enter email address

The *fee percentage* is

Name the *key persons* to be working on the contract

Insert name  
Insert job  
Insert responsibilities  
Insert qualifications  
Insert experience

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

Insert name  
Insert job  
Insert responsibilities  
Insert qualifications  
Insert experience

Name (5)  
Job  
Responsibilities  
Qualifications  
Experience

Insert name  
Insert job  
Insert responsibilities  
Insert qualifications  
Insert experience

Name (6)  
Job  
Responsibilities  
Qualifications  
Experience

Insert name  
Insert job  
Insert responsibilities  
Insert qualifications  
Insert experience

Name (7)  
Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register:

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

Insert details  
Insert details  
Insert details  
Insert details  
Insert details

3 Time

SGPS\_Supervisor\_Programme The programme identified in the Contract Data is;

This is optional and is inserted if a programme is being initially provided

of the total Defined Cost plus the Fee

Resolving and avoiding disputes

Enter postal address

Enter email address

Enter postal address

Enter email address

X10: Information modelling;

The *information execution plan* identified in the Contract Data is;

If an *information execution plan* is to be identified in the Contract Data

X10 is always used

SGPS\_Supervisor\_PPP

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

Insert details The *project bank* is

named suppliers

Insert details named suppliers

## 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 and company number

Address for communications

Address for electronic communications

The *fee percentage* is

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 *key persons* are

Name (5)  
Job  
Responsibilities  
Qualifications  
Experience

The *key persons* are

Name (6)  
Job  
Responsibilities  
Qualifications  
Experience



The *key persons* are

Name (7)  
Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register

Timely receipt of beach profile data - within 1 week of award

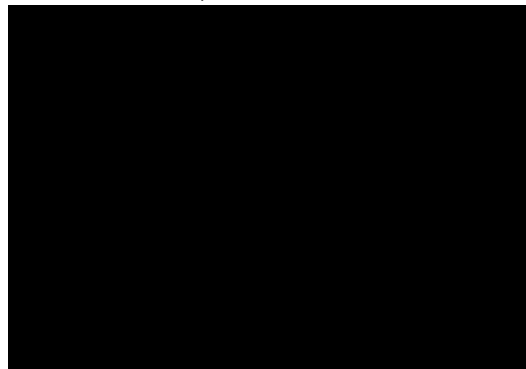
### 3 Time

The programme identified in the Contract Data is

SGPS\_Supervisor\_Programme

### Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are



Address for electronic communications

### X10: Information Modelling

The *information execution plan* identified in the Contract Data is

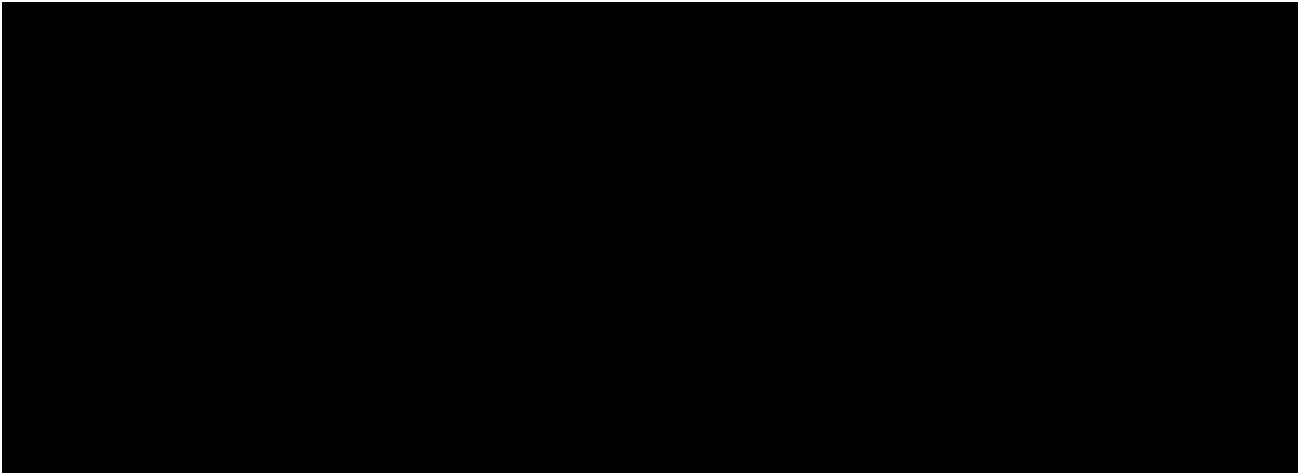
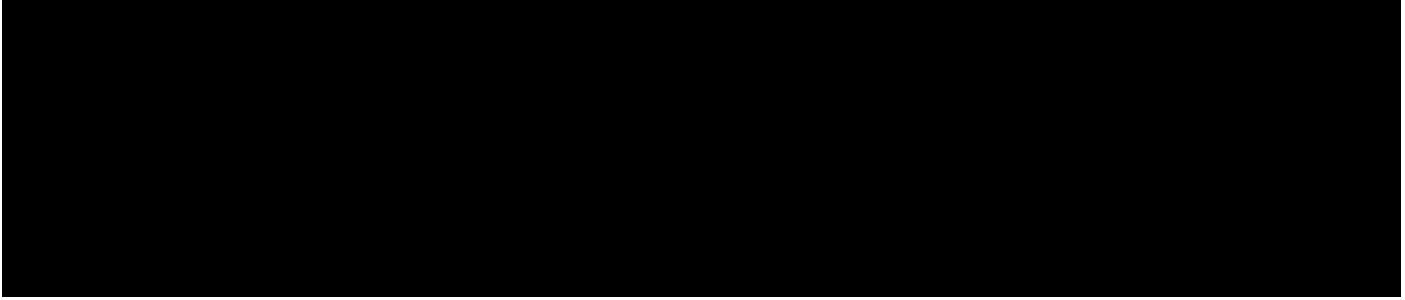
SGPS\_Supervisor\_PPP

### Y(UK)1: Project Bank Account

The *project bank* is

*named suppliers* are

## Contract Execution



## ***Supervisor***

### **NEC4 professional services contract (PSC)**

412\_13\_SD08

**Use the template on the pages that follow to assist you when preparing the scope for an NEC4 professional services contract (PSC).**



# Environment Agency

## NEC4 professional services contract (PSC)

### Scope

#### Project / contract information

Project name	Saltfleet to Gibraltar Point Beach Management Supervisor, ECW and Technical Support
Project SOP reference	ENV0002657C
Contract reference	31949
Date	11 January 2021
Version number	1
Author	

#### Revision history

Revision date	Summary of changes	Version number
	First issue	

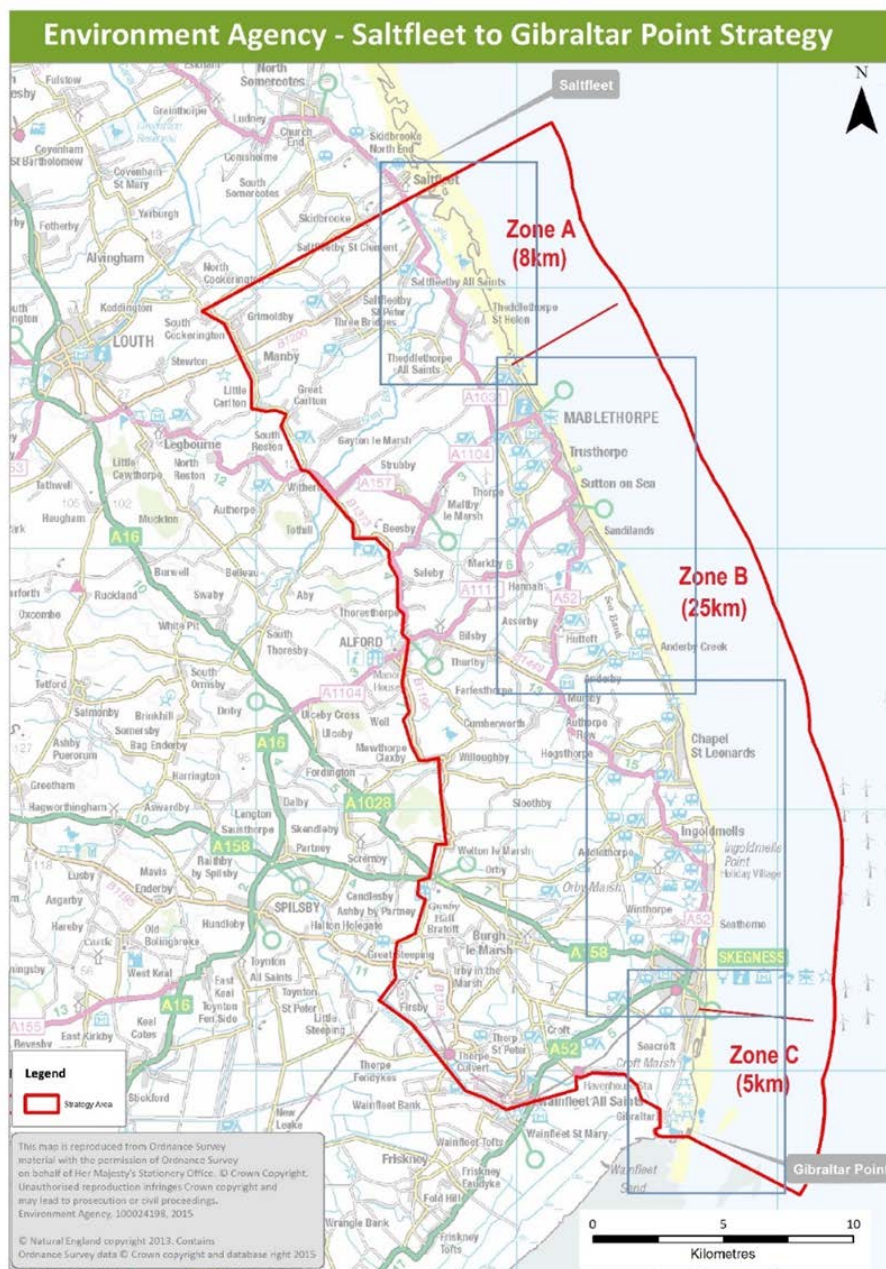
This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The services are to be compliant with the version of the Minimum Technical Requirements.



# 1 Objectives of the project (project outcomes)

## Objective

The works are designed to enable the current standard of defence to be maintained at 0.5% annual exceedance probability (AEP) or a 1 in 200 year standard of protection.



## Outcome Specification

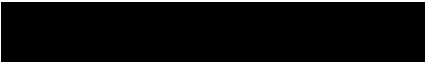
The overall objective of this commission is to deliver flood risk management protection measures and environmental protection or enhancement measures

The works consist of beach nourishment to targeted areas of the Lincolnshire coastline between Mablethorpe and Skegness. The works are required for the 2021, 2022, 2023 &

[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

2024 beach nourishment campaigns. The works are to be programmed to start March-April 2021 (following the Easter Weekend) and dredging operations are to be completed prior to the school summer holidays. Although the frontage is between Mablethorpe and Skegness, historically nourishment is not undertaken south of Ingoldmells. The total frontage length is 20km. The works are designed to enable the current standard of defence to be maintained at 0.5% annual exceedance probability (AEP) or a 1 in 200 year standard of protection.

## 2 Project team

- 1 The design support consultant is TBC
- 2 The *Contractor* is Van Oord UK Ltd
- 3 The *Project Manager* is TBC from TBC
- 4 The *Contractor* will be appointed using the NEC4 Engineering and Construction Contract Option C.
- 5 Cost management will be provided by the PCM project cost advisor.
- 6 Principal Designer is 



### 3 **Consultant provides the services**

#### **Supervisor**

Coastal delivery is a 24 hour / 7 day a week operation. This is different from the majority of the work delivered by the Environment Agency. This working practice delivers efficient cost savings in comparison with normal working construction operations within the UK.

The *Consultant* is to carry out the duties of *Supervisor* as required by the *Client's* NEC4 Engineering and Construction Contract. The *Consultant* is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project.

The *Supervisor* is to carry out their duties strictly in accordance with the *Client's* version of the ECC and this scope. Primarily this is to ensure the quality of works is in accordance with the ECC Contract Scope

The ECC *Supervisor* will need to cover the project with the following support during the different stages of the project.

Planning phase (Jan, Feb & Mar) – attendance to at least 5 meetings and review of the *Contractor's* information.

Operation phase (Apr, May & Jun) – 5 days per week (+ contactable / cover at weekends and Bank Holidays)

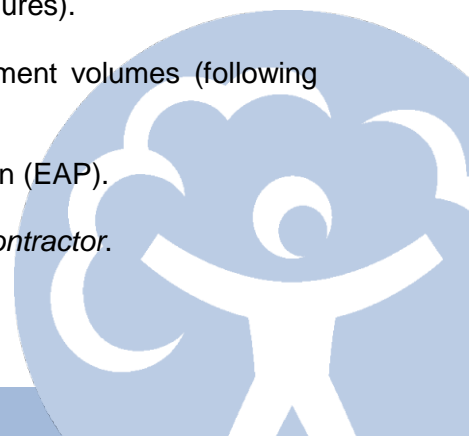
Post Operation phase (Jul, Aug, Sep) - attendance to at least 5 meetings

Reduced activity phase (Oct, Nov & Dec) - Not required

The *Consultant* is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project.

The *Supervisor* is to carry out additional duties to those set out within the standard ECC contract. The *Client* will issue an appointment letter at the start of the works to formally delegate these duties if different to the list below:

- Prepare Weekly Site Records and issue to the project team. The Weekly Site Record [*CLIENT* document ref 413\_13\_SD14].
- Issue an acceptance certificate for completed beach profile for the *Client* to take over part of the nourished beach (following agreed acceptance procedures).
- Issue an acceptance certificate for in-surveys and nourishment volumes (following agreed acceptance procedures).
- Monitor compliance on site with the Environmental Action Plan (EAP).
- Undertake beach condition surveys in conjunction with the *Contractor*.



- Undertake a walkover with the *Contractor*, *ECC Project Manager*, *Client* and EA Operations personnel to agree any defects requiring attention prior to the Acceptance Certificate being issued.
  - Attend a weekly issues meeting with the *Contractor* and *ECC Project Manager*.
  - Review and respond to sand sample results, submitted by the *Contractor*.
  - Inform project team of areas where alternative design solutions could potentially mitigate risks during construction.
  - Prepare monthly H&S progress reports and issue to the *ECC Project Manager*, *Client's* PM and site management team.
  - Monitor and report to the *ECC Project Manager* on the *Contractor's* progress with as built records. Copy relevant as-built plans to the appropriate utility company and record having done so.
  - Monitor and report to the *ECC Project Manager* and *Client's* PM on progress made by the *Contractor* in addressing and closing out issues raised in formal reports.
  - Consider whether the *Contractor* has given sufficient attention to planning and management throughout the construction phase and advise the *ECC Project Manager* and *Contractor's* site management team should there be cause for concern.
  - Consider whether emergency plans identified in the construction phase plan are sufficient (practical, robust, timely) and advise the *ECC Project Manager* and *Contractor's* site management team if there are concerns over content.
  - Check that emergency plans are practiced on a regular basis in accordance to the Environment Agency's SHEW code of practice.
  - Monitor *Contractor's* compliance with the requirements of Section 5.1: Risk assessment and Method Statement Reviews from the SHE Code of Practice and of operating instruction 300\_10\_SD06 Works Information: Method Statements and Health and Safety.
  - Stop any works where operatives, visitors or the public are deemed to be at immediate risk, and draw it to the attention of the *Contractor*.
  - Monitor and report to the *ECC Project Manager* on the *Contractor's* compliance with the requirements of Section 8.4 (Accident/Incident and Near Miss Notification and Investigation) from the SHEW Code of Practice.
  - Notify the *ECC Project Manager* and *Clients's* PM of any RIDDOR, accident/incident or near miss event as soon as is practicable.
  - Assist Environment Agency staff in any safety investigations. Monitor and report to the *ECC Project Manager* and *Client's* PM on the progress that the *Contractor* makes in discharging his responsibility to provide an accident report within 14days of the incident occurring.
- Monitor and report on the progress made by the *Contractor* in reviewing and updating the Site Waste Management Plan and the Carbon Tool.



## Environmental Clerk of Works

The *Consultant* through the *Supervisor* is also to carry out the additional duties of 'Environmental Clerk of Works' as defined within the scope for the 'Environmental Clerk of Works (ECW)'.

The *Consultant* must provide a designated Environmental Clerk of Works (ECW) 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 *Client* will approve the individual proposed by the *Consultant* if the following requirements can be demonstrated, in addition to any project specific requirements:  
Independence and objectivity

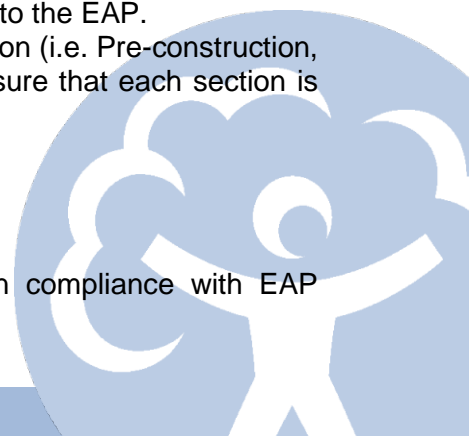
- The *Supervisor* and ECW must be independent from the Contractor.

The ECW will be responsible for the following activities:

- Advising the Contractor. Should the ECW consider that an instruction is required, they must advise the *Project Manager* and *Client* immediately.
- Attending the pre-commencement meeting to explain, or assist the *Client* in explaining, the role of the Environmental Action Plan (EAP) to the project team.
- Providing, or arranging by a competent person environmental toolbox talks, as required by the contract.
- Completing all actions assigned to the ECW in the 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 ECW will also ensure that the Contractor adheres all other environmental legislation and EA environmental policies.
- If there are non-conformances the ECW will immediately inform the *Supervisor* who notifies a defect to the Contractor for corrective action within a timeframe identified by the ECW. This non-conformance, action required, correction timeframe and completion is to be added to the EAP by the ECW.
- The ECW must review current itemised programmes and method statements, and must be involved in all discussions regarding any changes and advise the *Client* of the implications of these changes.
- Liaising pro-actively and effectively with the *Client* to obtain any additional licenses or consents as required.
- If applicable, the ECW will notify and assist the ECC *Project Manager* and *Client* with any environmental incidents for the duration of the services.
- The ECW must audit the site in advance of progress meetings recording audit details, including photos, on the 'Environmental Audit Record' appended to the EAP.
- The ECW will 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 ECW.

The ECW will report their activities as described below:

- All written reports will be in Word format.
- Attend monthly progress meetings to update the team on compliance with EAP actions.



- Input to the *Supervisor's* Weekly Site Record on all environmental matters, including weekly monitoring of EAP actions, recording environmental issues/non-conformances, actions taken, and changes to design. Monitoring should include inspecting the whole of the project working area and non-highway site access routes on a weekly basis.
- Maintain a file of site visit reports, weekly 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.
- The ECW will inform the *Client* upon completion of each phase of the EAP actions and ensure each phase is signed off by the *Client*, Contractor and ECW.
- The ECW will 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 should be supported by photographic evidence, especially of the condition of the site upon completion of site reinstatement, and submitted to the *Client* within 4 weeks of the completion of site reinstatement.

Where the main works contract document is for construction only, the *Consultant* is to refer to the design *Consultant* for a response to technical queries.

### **Technical Support of Design**

- Provide Technical Advisor / Technical Support to analyse *Client* survey data – compare with historic information provide estimates of nourishment requirements for each campaign against the Design.
- Beach Profiling monitoring
- Support the *Supervisor* and *ECC PM* with the acceptance of in and out surveys from the *Contractor*. This will require a swift turn around (24 hours).

Planning phase (Jan, Feb & Mar) – attendance to at least 5 meetings and review of the Contractor's information plus time for analysis estimated at 5 days

Operation phase (Apr, May & Jun) – 2 days per week (+ contactable / cover at weekends and Bank Holidays)

Post Operation phase (Jul, Aug, Sep) - attendance to at least 5 meetings

Reduced activity phase (Oct, Nov & Dec) - Not required

## **4 Definition of completion and defects**

Completion is only achieved when all of the services have been provided and accepted by the *Client*. Population of the *Client's* latest version of the Project Cost Tool, Carbon Tool and provision of BIM information is an absolute requirement of Completion.

A Defect is any service provided which is not in accordance with the Scope, the law or acceptable good practice in the industry. This includes any service which is not in accordance with the work practices stated as being employed by the *Consultant* to ensure the quality of their services is consistent with their quality plan.

## **5 Constraints on how the *Consultant* provides the services**

The named Supervisor is not to delegate their duties or powers without prior written agreement from the *Client*.

## 6 Standards to be achieved

### 6.1 Health and safety

Health, safety and welfare is of paramount importance to the *Client* and one of the objectives for the contract is that the works should be undertaken in a manner that achieves highest possible standards. Health, safety and welfare provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The *Consultant* will take reasonable steps, when considering documents supplied to him by the *Contractor*, that the **management arrangements** adopted by the *Contractor* for safety 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 Regulations 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 you, 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 Scope 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.

Some additional information may be required in respect of compliance with the Environmental Action Plan and the minimisation of environmental impacts of the activities.

Method statements supplied in support of the Scope are to be formatted for the benefit of those personnel undertaking the works, and contain language and detail appropriate for those individuals. They shall take account of experience, to ensure that account is taken of the matters identified above

In particular the *Supervisor* will be required to:

- Before the start of construction work, or thereafter in the case of a proposal for a revision, receive from the *Contractor* the schedule of risk assessments and method statements for acceptance;
- Take reasonable steps to ensure that the persons carrying out risk assessment on behalf of the *Contractor* are competent for the type of risks, and have adequate resources including time, to properly consider, in an appropriate time, risks identified in the schedule.
- Take reasonable steps, for ensuring the effectiveness of method statements as regards language, appropriate detail and quality of briefing arrangements for

example by review at progress meetings of risk assessments and method statements to be employed for higher risk or unusual tasks in the coming period.

- Seek a more specialised opinion, about the content of a submission from the Principal Designer, *Client Project Manager* and/or ncpms safety advisor or safety, health and environment manager as appropriate.
- Ensure that the *Contractor* completes, updates and holds on behalf of the *Client*, the schedule of risk assessments and method statements.

## 6.2 Co-operation with the Principal Designer

There will be a Principal Designer for this scheme. The Principal Designer duties will include for a review of any site based works and notifying the HSE of these, as well as a review of the design. The Principal Designer will comment and include for any work required following review. The *Supervisor* will co-operate with the Principal Designer.

## 6.3 Specifications or standards to be used

- Contract administration must always be done with reference to the contract including the Standard Works Information [ *Client* document ref 412\_13\_SD03]
- *Project Manager's* Instruction [*Client* Contract Management system]
- *Contractor's* Technical Query [*Client* Contract Management system]
- Weekly Site Record [*Client* document ref 413\_13\_SD14]

The *Consultant* is to make full use of the *Client's* web based project collaboration tool. All contract records are to be distributed and stored using this project collaboration tool.

# 7 Requirements of the programme

## 7.1 Programme

Start 1st March 2021 Completion 1st April 2024



## **8 Services and other things provided by the *Client***

### **8.1 Contract to be administered**

The *Client* will provide a copy of the contract to be administered to the *Consultant* on A-Site. This will include the ECC Scope and Site Information. Other information referred to in the contract will also be available on Project Collaboration Tool.

### **8.2 Training to be provided by the *Client***

The *Client* will provide access to and training on their web based Project Collaboration Tool.

### **8.3 Data and information management and intellectual property rights**

All of the data listed as being supplied to the supplier as part of this study remains the Intellectual Property of the *Client*.

### **8.4 Data custodianship**

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

### **8.5 Licensing information**

Licences for LiDAR Data, Ordnance Survey mapping, model, survey, hydrometric and historical data will be provided to the *Consultant* upon award of this commission.

### **8.6 Metadata**

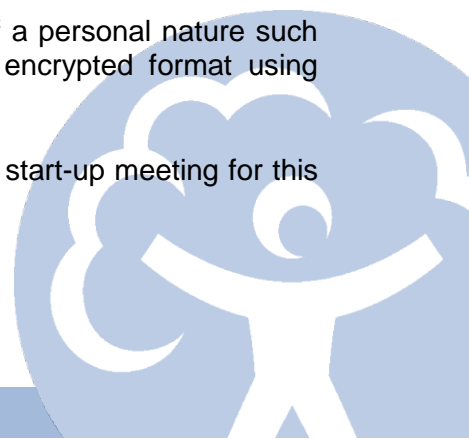
The *Client* populates a metadata database called the Information Asset Register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata. The *Client's Project Manager* will supply an IAR spreadsheet (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

### **8.7 Data security**

All model and survey information will be provided to the supplier in an encrypted format (using WinZip 128 bit encryption) according to *Client* data security policy. It is expected that once the commission is completed, all the original data sent to the supplier, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption.

Project deliverables such as model files, survey 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.

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



## **8.8 Timesheets**

Timesheets as normally utilised by the *Consultant* shall be submitted with fee notes unless otherwise agreed with the *Service Manager*. Electronic submissions would be acceptable.

## **8.9 Payment procedure**

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

## **8.10 Quality**

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

Please detail any other requirements of the Quality Plan



## Appendices

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

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

[www.Pow.bim4.info](http://www.Pow.bim4.info)

You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by supplie

