



Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Collaborative Delivery Framework

Ove Arup & Partners Ltd

West Midlands SHWG Asset Recovery Programme (Shropsh

Professional Service Contract

Option C

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework

Project Name	West Midlands SHWG Asset Recovery Programme (Shropshire)
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Project Number ENVRECOV022R

This contract is made on 30 September 2020
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
PSC Scope Asset Recovery v1 25.08.20 - Shropshire Revenue Projects (Arup)

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 C

Option for resolving and avoiding disputes

W2

Secondary Options

eration Act 1996

99

The *service* is

To provide appraisal and design support to the WMD SHWG Asset Recovery programme 2019/20

The *Client* is

Address for communications

Address for electronic communications

The *Service Manager* is
Address for communications

Address for electronic communications

The Scope is in
PSC Scope Asset Recovery v1 25.08.20 - Shropshire Revenue Projects (Arup)

The *partner contract* is
Contract number project_30444 with Jackson Civil Engineering

Only those projects listed in the Lot 1 Delivery Partner's Scope shall be subject to the combined Price for Services as described at Schedule 17. For those projects that are listed only in the Lot 2 Delivery Partner's Scope, it shall be considered that no Lot 1 Delivery Partner has been appointed

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 <i>key dates</i> and <i>conditions</i> to be met are	
<i>conditions</i> to be met	<i>key date</i>
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'
The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than	
	4 weeks

3 Time

The <i>starting date</i> is	30 September 2020
The <i>Client</i> provides access to the following persons, places and things access	<i>access date</i>
The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks
The <i>completion date</i> for the whole of the <i>service</i> is	01 October 2020
The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is	4 weeks

4 Quality management

The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is	4 weeks
The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	26 weeks

5 Payment

The <i>currency of the contract</i> is the <i>f</i>	
The <i>assessment interval</i> is	
The <i>Client</i> set total of the <i>Prices</i> is	
The <i>expenses</i> stated by the <i>Client</i>	
The <i>interest rate</i> is	
	Ba
The locations for which the <i>Consulta</i> overhead are	
If Option C is used	The <i>Consultant's share percentages</i>
less than	
from	
greater than	

6 Compensation events

These are additional compensation events

1.	Managing and mitigating the impact of Covid 19 and working in accordance v
2.	'not used'
3.	'not used'
4.	'not used'
5.	'not used'

8 Liabilities and insurance

These are additional <i>Client's</i> liabilities		
1.	'not used'	
2.	'not used'	
3.	'not used'	
The minimum amount of cover and the periods for which the <i>Consultant</i> maintains insurance are		
EVENT	MINIMUM AMOUNT OF COVER	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>	£5,000,000 in respect of each claim, without limit to the number of claims	12 years after Completion
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	£15,000,000 in respect of each claim, without limit to the number of claims	12 years after Completion

Death of or bodily injury to the employees of the *Consultant* arising out of and in the course of their employment in connection with the contract

Legal minimum in respect of each claim, without limit to the number of claims

For the period required by law

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

£5,000,000

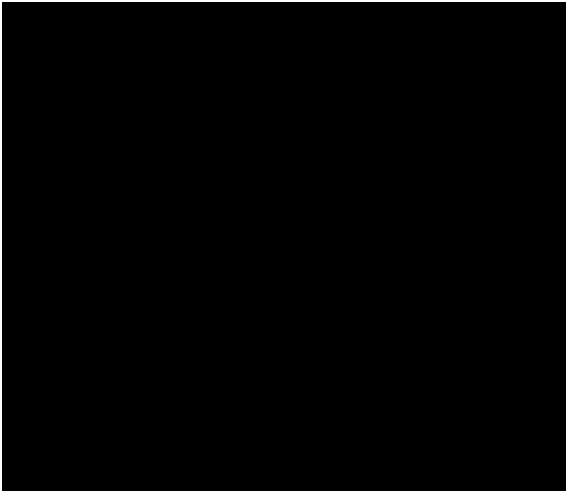
Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is
Address for communications

Address for electronic communications

The *Adjudicator nominating body* is



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 replaced by:
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

Add the following 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 resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z4 Share on termination

Delete existing clause 93.3 and 93.4 and replace with:

93.3 In the event of termination in respect of a contract relating to services there is no *Consultant's* share'

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

Z7 Aggregated Consultant's share

Delete existing clauses 54 and 93.3 and replace with:

54.1 The *Service Manager* assess the *Consultant's* share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided to Date.

The difference is divided into increments falling within each of the *share ranges* . The limits of a share range are the Aggregated Price for Service Provided to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The *Consultant's* share equals the sum of the products of the increment within each share range and the corresponding *Consultant's share percentage* .

54.2 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the *Consultant* is paid its share of the saving. If the Aggregated Price for Service Provided to Date is greater than the Aggregated Total of the Prices, the *Consultant* pays its share of the excess.

54.3 If, prior to the Completion Date, the Price for Service Provided to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the *Consultant* .

54.4 The *Service Manager* makes a preliminary assessment of the *Consultant's* share at Completion of the Whole of the *service* using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the *services* .

54.5 The *Service Manager* makes a final assessment of the *Consultant's* share, using the final Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.3 If there is a termination except if Z4 applies, the *Service Manager* assesses the *Consultant's* share after certifying termination. The assessment uses as the Aggregated Price for Service Provided to Date the sum of

- the total of
- the Defined Cost which the *Consultant* has paid and
- which it is committed to pay for work done before termination

and

- the total of
- the Defined Cost which the *Consultant* or *Contractor* has paid and
- which it is committed to pay

in the *partner contract* before the date the termination certificate is issued under this contract.

The assessment uses as the Aggregated Total of the Prices the sum of

- the total of
- the lump sum price for each activity which has been completed and
- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

and

- the total of
- the lump sum price for each activity which has been completed and
- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

in the *partner contract* before the date the termination certificate is issued under this contract.

Add:

11.2(25) The Aggregated Total of the Prices is sum of

- the total of the Prices and
- the total of the Prices in the partner contract

11.2(26) The Aggregated Price for Service Provided to Date is the sum of

- the Price for Service Provided to Date and
- the Price for Service Provided to Date or the Price for Work Done to Date in the partner contract.

Z23 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* 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.

Z24 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 *Service Manager's* certificate.

Delete existing clause 51.2 and replace with:

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

Z25 Risks and insurance

The *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement

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 *service* are

OPTION X10: Information modelling

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

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential lo

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

The *end of liability date is* 6 years a Completion of the whole of the *service*

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

The period for payment is 14 days after the date on which payment becomes due

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

term beneficiary

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

Address for communications

Address for electronic communication

The fee percentage is

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

Name (2)
Job
Responsibilities
Qualifications
Experience

Name (3)
Job
Responsibilities
Qualifications
Experience

Name (4)
Job
Responsibilities
Qualifications
Experience

Name (5)
Job
Responsibilities
Qualifications
Experience

Name (6)
Job
Responsibilities
Qualifications
Experience

Name (7)
Job
Responsibilities

Qualifications
Experience

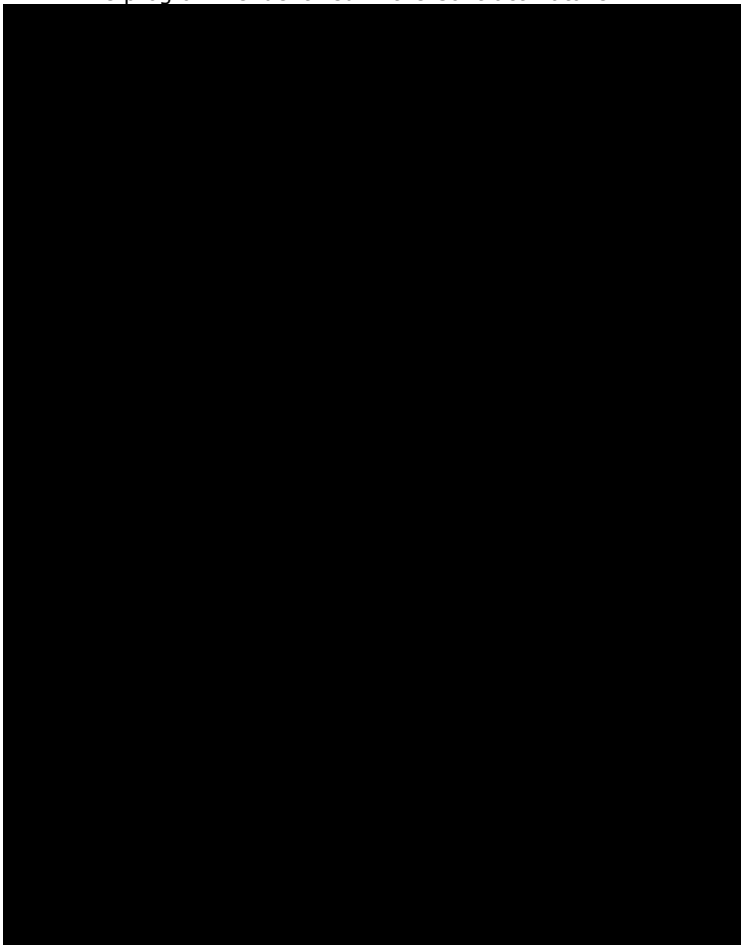
The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

5 Payment

Resolving and avoiding disputes



Address for electronic communications

X10: Information Modelling

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

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



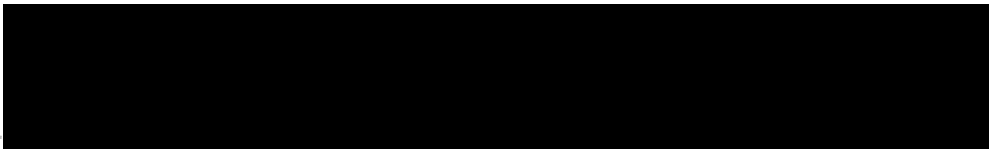
Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

Ove Arup & Partners Ltd



Sign

PSC scope template – Design

28/09/18

NEC4 professional services contract (PSC)

412_13_SD05

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract information

Project name	WMD SHWG Asset Recovery Programme (Capital Projects)
Project 1B1S reference	
Contract reference	
Date	11.07.20
Version number	2
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.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	2.0	18/03/20

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

incident hotline
0800 80 70 60

floodline
0845 988 1188

1 Overview

1.1 Objectives of the *services*

The overall objective of the WMD SHWG Asset Recovery Programme is for Arup to provide appraisal and design support to the WMD SHWG Asset Recovery programme 2019/20

The Objectives of the WMD SHWG Asset Recovery Programme services are:

1. Complete Asset Inspections where required.
2. Produce a Phase 1 options and recommendation report.
3. Information and detailed designs for construction.
4. Provide design support during construction.
5. Reporting

Items 1 & 2 will be given a target cost of £10k per project. Items 3-4 will be administered as a compensation event. Any additional projects to the programme added after Rev15 of the Asset Recovery Schedule will also be administered as a compensation event in its entirety.

Any projects which are currently being served under the Incident contract are to be administered under this Asset Recovery contract at the next suitable activity objective as listed in 1-5 above. *(Example – If you are currently completing a Phase 1 report under the Incident contract, then complete this under that Incident contract, then move onto stages 3-5 under the Recovery contract).*

Those sites under this scope are listed in the Asset Recovery Schedule Rev15 (Appendix A) but for clarity they include;

1. AR001 Hereford FAS Leaking Wall
2. AR011 Sedgeberrow FAS Repairs
3. AR014 Brickyard (Greenings) Outfall
4. AR015 Little Moors Outfall
5. AR024 Wall Flower Row Floodwall
6. AR026 Coleham Head
7. AR027 Frankwell Floodwall
8. AR030 Old Weir Brook
9. AR035 Kenwater Embankment Repairs

Asset Inspections:

The *Consultant* is to carry out on-site inspections of the Environment Agency's assets, as detailed in the Asset Recovery Schedule Rev15 (Appendix A). The schedule details which assets are to be inspected and what county they are in. These are additional sites over and above those already scoped and being carried out under the Asset Recovery Incident contract.

Prior to inspection, the *Client* will provide the *Consultant* with the relevant information available for each asset such as a project scope detailing the damage or issues which put the asset below acceptable standard and what the required outcome is for the asset recovery. Also any current design levels that have to be achieved or any specific type of products to be used. Please note, the amount of information available will vary from asset to asset.

The *Consultant* is to liaise with the relevant County Asset Manager (CAM) and/or Senior User (SU) prior to visiting site to obtain any further information about the asset, access arrangements and landowner intelligence.

Options & Recommendations Report:

The *Consultant* will provide a report detailing the condition of the asset, the possible reasons for the asset being below acceptable condition and a list of priced options to bring the asset back up to acceptable condition with a preferred solution. The report should identify the reasons for selection of the preferred solution.

The *Consultant* shall ensure that the final solution/options considered are compliant with all guidance and legislation and seek to minimise long-term asset/land management and maintenance costs.

Information and detailed designs for construction:

Following the review and acceptance of the recommendations report the *Consultant* is to produce detailed designs and specification for construction. There will be a design review by the *Client* prior to the designs being issued to the *Contractor*. The detailed design will enable the works to be priced and constructed (under the NEC ECC).

Design Support during construction:

The *Consultant* is to provide design support during the construction period, to those projects that detailed design has been provided.

Reporting:

The *Consultant* will be required to report on progress on a weekly basis at the weekly project meetings. These meeting will also provide an opportunity on a weekly basis for agreement (between the *Client* and *Consultant*) on the future programme and costs.

1.2 *Consultant* project management

The overall management of the commission shall include for the following:

Adhering to the project stages and timing of these stages and roles and responsibilities – in particular identifying those to be responsible for quality assurances that are removed from the day to day running of the project.

Agreement and management of change.

Attendance and on-going management of project risk and programme reviews to achieve the scope.

Weekly progress meeting attendance and management of actions.

Monthly financial updates and forecasts to meet EA deadlines together with the production of checkpoint reports, end stage reports, exception reports (as required), end project report, daily log and other management products in accordance with PRINCE2.

Attend project board and programme board meetings as required in capacity as *Consultant*.

Consultant project manager to be responsible for delivery of *services* and products in line with accepted programme.

Co-operate with the *Client* in the role of the BIM Information Manager

Handover package of project deliverables.

Review and update the lessons learnt log during monthly progress meetings and disseminate any key lessons learnt to the business.

Review and update the issues log during monthly progress meetings and determine the appropriate action required to resolve.

Design philosophy statement, giving design process, standards used and assumptions made to the satisfaction of the *Client*. This should demonstrate compliance with the *Client's* sustainability targets.

Monthly checkpoint report, end stage report, end project report, exception reports (as required) in standard template giving progress against programme, deliverables received and expected and financial summary against programmed.

1.3 Previous studies

The previous studies/information available for each project will be made available to the *Consultant* by the *Client*. Please note, the number and quality of previous information/studies available will vary between projects/assets in the WMD SHWG Asset Recovery Programme.

Project Scope – For each project/site the Consultant will receive a project scope.

2 Services required

2.1 Definition of completion and defects

It is an absolute requirement of the contract that Completion is only certified 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, or its successor.
- Transfer to the *Client's* databases of BIM data
- Completion of the relevant phase of the *Client's* carbon tool
- Clause 11.2(2) work to be done by the Completion Date.

A Defect is any *service* provided which is not in accordance with the scope or the law. A Defect is also any site query post completion that is a result of errors or incomplete design details.

2.2 The detailed design (outputs and deliverables)

As part of the services the *Consultant* is to produce/provide the following outputs/deliverables. This is not an exhaustive list and other outputs will be required (as detailed in section 2.3).

2.2.1 Detailed Design including drawings and specifications for construction of works.

The *Consultant* will complete a full detailed design, sufficient for a contractor to set out and construct the works. The detailed design should include where applicable but is not be limited to:

- i. Calculations
- ii. Drawings (including landscape/ ecological design drawings/ planting schedules)
- iii. Environmental Products
- iv. Specifications (including any additional clauses to Environment Agency standard specifications - i.e. Environment Agency NEAS Landscape Specification template)
- v. Design report, including asset schedule, buildability statement and maintenance plan
- vi. Designer's Risk Assessments
- vii. Public Safety Risk Assessments
- viii. Pre-construction information
- ix. Application for IDB consent
- x. Environmental action plan
- xi. As built drawings (jointly with Contractor)

The *Consultant* shall assist with pricing and buildability which will be led by the Contractor.

The *Consultant* shall discuss designs with the *Client* including the Field Service and Area Teams.

The *Consultant* shall discuss with the *Client* where environmental information, landscape details, archaeological information, methodologies or on site management deviate from that stated in the Environmental Statement or associated documents. This will enable any legal implications to be checked and for the environmental implications of the changes to be assessed.

The *Consultant* shall discuss developments in the design with the appointed Principal Designer.

The *Consultant* shall facilitate design workshops and attend risk workshops if required. The sustainability of the design shall be analysed using appropriately detailed carbon costing to gauge influence of carbon costs of the design. It shall be run on the Environment Agency's carbon calculator.

The *Consultant* shall prepare the Particular Specification for the main works tender document. The Particular Specification shall not contradict the *Client's* standard documents. If there is a requirement to do so the *Consultant* shall justify the need and obtain the prior written agreement of the *Client*.

2.3 Other Deliverables

N/A

2.3. Site Investigation

2.3.1 Ground Investigation (where required)

2.3.1.1 Ground investigation deliverables

- All design contracts should include any ground investigation required to inform the design within the Scope of this contract.
- The *Consultant* is required to review findings from previous studies and appraisal to identify any gaps in existing data
- The *Consultant* is required to use gaps identified above to inform scope of supplementary investigations needed to inform detailed design of elements (as relevant to the scope)
- The *Consultant* is required to clearly communicate the specifications for these further ground investigations to the *Contractor* for the *Contractor* to undertake

2.3.2 Topographic survey

The *Client* is to provide any information that is held in relation to topographical survey information. If the information is either not available or deemed to be unsuitable due to being out of date then if such information is required a new topographical survey will be carried out by the drone survey company employed on the Asset Recovery programme. The *Consultant* is to detail what information is required to the drone survey company along with the location and area.

Where no detailed survey of the main river exists, the *Consultant* shall undertake survey sufficient to allow for detailed design. Spacing of the survey shall be determined by the *Consultant*.

Topographic survey deliverables

The *Consultant* shall ensure the final output of the survey in the form of a survey report in paper/ digital format, together with the survey data in digital format in ASCII format ready to be imported in a GIS system, or the data shall be presented as a GIS shape file layer.

Review data / checking deliverables

Review the NEAS screening determination and if required, liaise with the NEAS Archaeologist to ensure that the heritage and archaeological risks are identified and addressed and to determine if efficiencies can be made by joint working.

2.3.4 Services and diversion plan

The *Consultant* shall check existing data, identify any further gaps for detailed design stage and obtain services data from utility companies. This should include direct costs of obtaining data. This should be incorporated into the appraisal, including preparation of plans. The *Consultant* shall determine the extent of the survey and produce a specification for the survey in accordance with *Client* Guidance and Principal Designer discussion; defining type and purpose of survey including extents and available information. The *Consultant* should also provide a site supervisor to manage the survey *Consultant* whilst they are on site. The outputs from this survey should be included in the appraisal, including revising the plans.

2.3.5 Ecological surveys

Review the NEAS screening determination and consult with the NEAS officer to ensure the detailed design takes into consideration and ecological sensitivities.

2.3.6 Hydrology and hydraulics

N/A

2.3.7 Landscapes and Environmental design

N/A

2.3.8 Environmental considerations

The *Consultant* will work with the *Client* and project partners to reduce flood risk to people and property through an adaptive approach that is resilient to climate change and that works with natural processes whilst:

- i. Creating a better place and maximising environmental outcomes for people and wildlife, which includes landscape character, aesthetics, recreation, education, green infrastructure, navigation and heritage;
- ii. Minimising by designing out where possible, and mitigating for unavoidable adverse environmental effects as a result of the scheme;
- iii. Minimising adverse impacts on economic activity, tourism, recreation and other human activity around each of the project locations;
- iv. Supporting and contributing to outcomes that meet the objectives of the Water Framework Directive (WFD) for the relevant water bodies.

3 Standards to be used

3.1 Health and safety

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

3.2 *Client* standard documents

The *Consultant* should carry out their design using the following standards.

Designs produced must be in compliance with the *Client* Minimum Technical Requirements
Contract Documents produced must be in compliance with latest *Client* standard template

Ref	Report Name	Where used
1	SHEW CoP V3 May 2018	

4 Constraints on how the *Consultant* provides the services

When conducting site visits, the *Consultant* should take the following constraints into account:

- Landowner sensitivities
- Environmental sensitivities
- Working near water
- COVID19 procedures

Mandatory security and vetting procedures for *Consultant* staff with access to the *Client's* IT systems.

If in the performance of a Contract, the *Consultant* staff members are to have access to the *Client's* IT systems, the Contract will be subject to the following mandatory security and vetting procedure. This shall only apply to all Contracts for secondment of staff where access to the *Client's* IT systems is required

Verification of identity

The *Consultant* is responsible for verifying the identity of their staff prior to commencement of employment on the Contract. This includes the verification, copying and checking of the appropriate documentation:

- Confirmation of name, date of birth and address
- National Insurance number
- Confirmation of qualification/licences
- Confirmation of permission to work in the UK (if appropriate)

This information should be checked to ensure no obvious gaps exists and a copy kept on file.

Verification of nationality and immigration status

The *Consultant* is responsible for carrying out a physical check of appropriate documentation or (by exception) through an independent check of UK Border Agency (UKBA) records to ensure the individual has the right to remain in the UK and undertake the work in question. This needs to take place prior to commencement of employment.

Verification of employment history

The *Consultant* is responsible for verifying the candidates past 3 years employment history. Any unexplained gaps are to be brought to the attention of the Project Manager prior to commencement of employment.

Verification of criminal record (unspent convictions only)

The *Consultant* is responsible for verifying unspent criminal records using Basic Criminal Record (CRB) check provided by Disclosure Scotland (DS) prior to the commencement of employment. This also applies to all agency and sub-consultant staff. Any convictions, other than minor offences, are to be brought to the attention of the Project Manager prior to commencement of employment.

In exceptional circumstances the *Client* may decide to undertake a risk assessment where delays would impact on operation of business to allow an individual to start on conditional employment contract whilst waiting for results of the check.

Individuals with evidence of valid and live CRB, Counter Terrorist Check (CTC), Security Check (SC) or Developed Vetting (DV) clearance will not be required to undertake Baseline Personnel Security Standard (BPSS) clearance again (except proof of identity).

Keeping records

The *Consultant* should keep a BPSS verification record of each individual employed on such Contracts on the personal file. A standard form is provided by the Cabinet Office. Where individuals have valid and live clearance, this should be obtained in the form of the BPSS verification record from their previous organisation. There is no requirement to renew the BPSS once it has been approved. It is the responsibility of the *Consultant* to keep records for temporary agency and sub-consultant staff. The Employer may audit the *Consultant's* referencing and vetting processes upon request.

5 Requirements of the programme

5.1 Programme

The following are absolute requirement for Completion to be certified:

- Population of the *Client's* latest version of the Project Cost Tool, or its successor
- Transfer to the *Client* of BIM data
- Completion of the relevant phase of the *Client's* carbon tool
- Clause 11.2(2) work to be done by the Completion Date

The programme complies with the requirement of Clause 31.

The *Consultant* shall provide a detailed project plan in Microsoft project format version 2013 meeting all requirements of Cl.31 of the *conditions of contract*. A baseline plan shall be provided for the project start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline.

The programme shall cover all the activities to be undertaken by the *Consultant* and other members of the project team. Include all major project milestones from commencement to the end of the design stage and readiness to start on site.

Include appropriate review and consultation periods for drafts, scoping reports, statutory consultation etc.

The following consultation periods should be incorporated into the programme, with adequate allowance for review and revision of documents by the project team where appropriate:

- a) *Consultant* internal review (as per your quality review procedures) and *Client* review of all outputs before circulation to the wider project team to ensure high quality of all output.
- b) Sufficient allowance for internal and external consultation. Statutory consultation periods at scoping & draft stages. Note local authority approvals through cabinet prior to public consultation can take a long time.
- c) Local Authority time for planning approval.
- d) *Client* approvals as required to include for Reservoirs Act, impoundment licence and working in watercourse approvals.
- e) Time for pricing up of the works by a Contractor.
- f) Submission for approval and time allowance for the *Client's* approval process.

6 Services and other things provided by the *Client*

The *Client* will be providing the following to the *Consultant*:

- H&S information / hostile site information
- NEAS screening determinations
- Project Scope
- Design levels where appropriate

6.1 Data and information management and intellectual property rights

All of the data listed as being supplied to the *Consultant* as part of this study remains the IP of the *Client*.

6.2 Data custodianship

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

6.3 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.

6.4 Data management and 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* 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.

6.5 Data security

All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to Environment Agency Data Security Policy. It is expected that once the commission is completed, all the original data sent to the *Consultant*, 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

6.6 Timesheets

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

6.7 Payment procedure

Payment is subject to the procedure agreed in or under the

6.8 Quality

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

6.9 Parent company guarantee

N/A

Appendices

Appendix 1 – Asset Recovery Schedule Rev15