



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

CCS CPS1-32865-2024

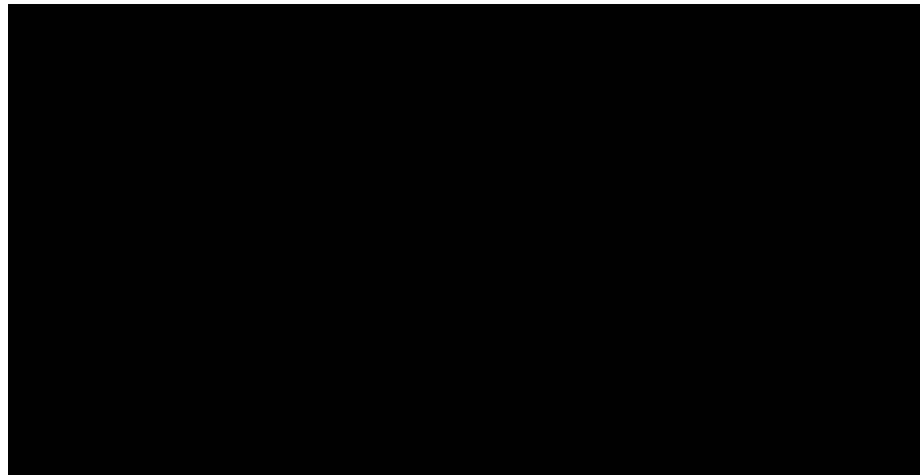
Contract Execution

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 WSP Binnies for the supply of CDM expertise for the Littleborough. This includes specific statutory roles such as principal designers and CDM Advisors, commissioned by separate letters of appointment. (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).



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 communication

The *Service Manager* is

Name

Address for communications

Address for electronic communication

The *Scope* is in

The <i>language of the contract</i> is	<div>English</div>		
The <i>law of the contract</i> is the law of	<div>England and Wales, subject to the jurisdiction of the courts of England and Wales</div>		
The <i>period for reply</i> is	<div>2 weeks</div>	except that	
• The <i>period for reply</i> for	<div>n/a</div>	is	<div>n/a</div>
• The <i>period for reply</i> for	<div>n/a</div>	is	<div>n/a</div>

The *period for retention* is

6

 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 weeks

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 <i>key dates</i> and <i>conditions</i> to be met are	
<i>condition</i> to be met	<i>key date</i>
(1) <div></div>	<div></div>
(2) <div></div>	<div></div>
(3) <div></div>	<div></div>

If Option A is used	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than	<div>4 weeks</div>
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If Option C or E is used	The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than	<div>4 weeks</div>
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3 Time

The *starting date* is

1 April 2024

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

access	access date
(1) <input type="text"/>	<input type="text"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

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

31/03/2025 or as extended by agreement between the parties as per the 'Service'

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

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	<div>80</div> %	<div>0 – below this threshold any further savings are allocated 100% to the Client</div> %
from	<div>80</div> % to <div>120</div> %	<div>50</div> %
from	<div></div> % to <div></div> %	<div></div> %
greater than	<div>120</div> %	<div>0</div> %

If Option C or E is used

The *exchange rates* are those published in

Financial Times

on

(starting date)

 (date)

6 Compensation events

If there are additional

These are additional compensation events

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's liabilities*

(1)

(2)

(3)

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>	<div>£5 million</div> <div>in respect of each claim, without limit to the number of claims</div>	6 years following Completion of the whole works or earlier termination
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	<div>whichever is greater or £5 million or the amount required by law</div> <div>in respect of each event, without limit to the number of events</div>	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	<div>Whichever is greater of £5 million or the amount required by law</div> <div>in respect of each event, without limit to the number of events</div>	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(2) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(3) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
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 *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration The *arbitration procedure* is

'to be confirmed'

The place where arbitration
is to be held is

'to be confirmed'

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

Address for electronic communications

Name (2)
Address for communications

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

X5: Sectional Completion

If Option X5 is used

The completion date for each section of the service is

section	description	completion date
(1)	-	-
(2)	-	-
(3)	-	-
(4)	-	-

X7: Delay damages

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the service are

-

per day

If Option X7 is used with Option X5

Delay damages for each section of the service are

section	description	amount per day
(1)	-	-
(2)	-	-
(3)	-	-
(4)	-	-
The delay damages for the remainder of the service are		-

X8: Undertakings to Others

If Option X8 is used

The undertakings to Others are provided to

-

-

X9: Transfer of Intellectual Property Rights

X10: Information modelling

If Option X10 is used

If no information execution plan is identified in part two of the Contract Data

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

2 weeks

X11: Termination by the Client

X13: Performance bond

If Option X13 is used

The amount of the performance bond is

X18: Limitation of liability

If Option X18 is used

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

£5 million

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

£5 million

The *end of liability date* is

6

years after the Completion of the whole of the *service*

X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used

~~The *incentive schedule* for Key Performance Indicators is in~~

~~-~~

A report of performance against each Key Performance Indicator is provided at intervals of

~~-~~

~~months~~

Y(UK)1: Project Bank Account

~~Charges made and interest by the project bank~~ The ~~Consultant is~~ to pay any charges made and to be paid any interest paid by the paid ~~project bank (Delete as applicable)~~

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

14

 days after the date on which payment becomes due

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

If Option Y(UK)3 is used	term	beneficiary
	<div>-</div>	<div>-</div>
	<div>-</div>	<div>-</div>
	<div>-</div>	<div>-</div>
	<div>-</div>	<div>-</div>

~~If Y(UK)3 is used with~~

~~term~~ ~~beneficiary~~

Y(UK)1 the following entry is added to the table for Y(UK)3	<div>The provisions of Options Y(UK)1</div>	<div>Named Suppliers</div>
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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

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*.

Z5 Secondments

~~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*.~~

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.

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 that the *Consultant* is required to insure under the contract in respect of such loss or damage,~~
- ~~• 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

Address for communications

Address for electronic communications

The *fee percentage* is

0 %

The *key persons* are

name

service

Health & Safety Advisor
Health & Safety Advisor
Health & Safety Advisor
Project Manager
Health & Safety Advisor
Health & Safety Advisor
Health & Safety Advisor
Health & Safety Advisor
Health & Safety Advisor
Health & Safety Advisor
Health & Safety Advisor
Health & Safety Advisor
Health & Safety Advisor
Health & Safety Advisor

The following matters will be included in the Early Warning Register

None

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

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

£15,224.10

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

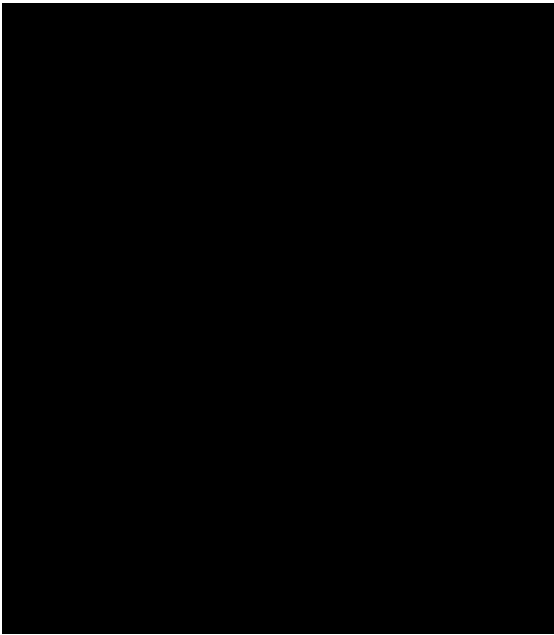
Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications



X10: Information modelling

If Option X10 is used

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

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

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	
		%
		%
		%

Data for the Short Schedule of Cost Components (used only with Option A)

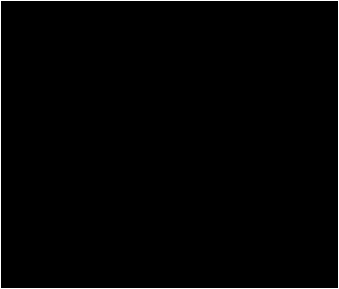
The *people rates* are

category of person	unit	rate

Data for the Schedule of Cost Components (used only with Options C and E)

The *people rates* are

category of person	unit	rate
	Rate per Hour	89.50
	Rate per Hour	79.50
	Rate per Hour	90.42
	Rate per Hour	133.22
	Rate per Hour	111.67
	Rate per Hour	54.60
	Rate per Hour	96.73



Rate per Hour
Rate per Hour
Rate per Hour
Rate per Hour
Rate per Hour
Rate per Hour
Rate per Hour

99.29
119.64
71.67
67.90
95.68
50.64

		TOTALS
		78.56
		15,054.10
		170.00
		5,224.10

Environment Agency
NEC4 professional services contract (PSC)
Scope

Project / contract Information

Project name	Supply of Principal Designer Services
Project SOP reference	TBC
Contract reference	Principal Designer Interim Measure 23-25
Date	14 th June 2024
Version number	03
Author	Rob Bailey-Shaw

Revision history

Revision date	Summary of changes	Version number
	First issue – Original CSF 2019	01
6/10/23	Second Issue – Transition to CCS	02
14/06/24	Third issue – FTE updated for SE, Littleborough, Wessex and DCIS	03

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 and Exchange Information Requirements.

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	V12	21/12/2021
LIT 17641	Exchange Information Requirements	EIRV2.5	01/04/2021
LIT 65150	Environment and Sustainability	V1	30 March 2023

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

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the Scope

Details of the Scope are as follows.

1. Description of the work:

1.1. Objective

The Environment Agency has both a legal duty to comply with Health Safety legislation but also a moral duty to keep its people, suppliers and customers safe from harm.

The Construction (Design & Management) regulations (2015) is legislation that places specific obligations on duty holders identified under the regulations which includes the Environment Agency. Therefore, the objective of this contract is for the *Consultant* to provide support to the Environment Agency to fulfil its duties as a *Client* (under the regulations) and provide support to people within the Environment Agency so that they can fulfil their duties diligently. The objective of this contract is also to procure the service of Principal Designer (PD) to fulfil the defined role under the regulations.

1.2. Outcome Specification

The outcome of this commission is to deliver flood risk management protection measures and environmental protection or enhancement measures in a safe manner which fulfils the relevant operating instructions of the Environment Agency and the requirements of the CDM regulations.

To fulfil the outcome, it is expected that the *Consultant* will provide either specifically designated individuals to undertake the role of Resident Principal Designer (RPD), PD or a team of people under the supervision of either a suitably qualified (see section 3.3) PD or Health & Safety professional.

The *Consultant* will also be required to provide Health, Safety and Wellbeing (HSW) Professionals and CDM training services as required to assist the Environment Agency Safety, Health, Environment and Wellbeing (SHEW) team.

2 Project team

This scope relates to the provision of a RPD to a single hub. An RPD will be appointed to each of the six hubs. The RPD will be responsible for coordinating the necessary PD resource required for each hub and for providing any necessary administrative support.

For each appointment of a PD or CDM A under this contract the *Client* will provide information about the project team with which the PD is to work, including the names and contact details of the *Client's* Project Manager, Project Executives, the Principal Contractor (PC), main Contractor (if different to the PC) and other consultants, e.g. the lead appraisal, design and other consultants.

The RPD will then coordinate the supply of suitable CV's from their own resources and supply chain partners. CV's will be sent to the designated member of the SHEW team for interview and approval.

The indicative level of resource to be provided in each of the six hub areas has been detailed in the table below. It should be noted that this may change and the provision will need to be flexible subject to demand.

HUB AREA	RPD Forecast Requirement (full time equivalent)	PD Forecast Requirement (full time equivalent)
North West (Hub B)	1	2
North East (Hub A)	1	3
Midlands (Hub)	1	2
Eastern (Hub)	1	2
South West – Wessex	0	3
South West – DCIS	0	3
South East (Hub F)	1	6
Littleborough	0	0.4 (1 FTE 2 days p/w)

3 Supplier provides the services

3.1 Scope of services

A *Consultant* will be appointed for each Hub to provide a RPD and PD and CDM Adviser services across the Hub and Defra as required by the *Client*. PD and CDM Adviser services provided in accordance with SHEW CoP.

It is highlighted that PD services on the Environment Agency's Collaborative Delivery Framework (CDF) delivered projects is the CDF Lot 1 delivery partner. Where the CDF delivery partner is unable to provide a PD the provision will be allocated to these services. The RPD will also provide to support to Collaborative Delivery Team (CDT) Hubs as required by the *Client*; this may include independent site visits and independent advice.

3.2 Resident Principal Designer

It is the intention of the *Client* to appoint a RPD within each of the CDF hub areas to support programmes of the *Client's* work, e.g. Programme and Contract Management (PCM) programmes, Area Operations, Flood and Coastal Risk Management (FCRM) Field Services, Defra Facilities Management, Defra Property Services, Hydrometry and Telemetry and potentially others.

RPD services for each hub will include:

- Provision of general construction health, safety and well-being advice and assistance to the Programme Manager, project Clients and the wider project teams as required;
- Attend Hub IDT meetings and provide advice as requested.
- As requested by the Programme Manager, provide general Hub-wide assurance to the Programme Manager that the CDT is in compliance with their CDM duties by reviewing works undertaken specifically by Designers, Principal Designers, Principal Contractors and Contractors, reporting back to the Programme Manager;
- As requested by project specific Client, provide assurance that the principal designer is compliant with the principal designer's duties under the CDM Regulations via

Scheme Name and number

29/02/2024

Management and Monitoring of Pre-Construction Phase document, documentation reviews and meetings;

- As requested by project specific Client, provide assurance that the principal contractor is compliant with the principal contractor's duties under the CDM Regulations via site visits and audits;
- As requested by project specific Client, review any Pre-Construction Information;
- As requested by project specific Client, review any Construction Phase Plans advising on suitability and compliance with the regulations;
- As requested by project specific Client, provide advice on CDT compliance with SHEW Code of Practice;
- As requested by project specific Client, attend specified project meetings for the provision of advice and assistance

The RPD's will be appointed to work with the *Client* and identify what additional support may be required, e.g. further PD(s), in consultation with specialists within the *Client*.

The **indicative** technical and experience requirements for this role are:

- Membership of relevant professional institution for example ICE, IOSH, IMECHE, IIRSM
- 10 Years relevant construction industry experience including of design
- Suitable environment awareness qualification
- Certified Member (or working towards membership) of Association for Project Safety (APS).

The summary of the tasks and duties expected of an RPD is given below. The specific duties required for the project will be confirmed as a *Client's* Instruction (to this Contract) and confirmed in a letter of appointment, i.e. not all the duties listed will be applicable to every appointment. However, the likely requirement for each task and duty is indicated in the schedule by either M - Mandatory or O – Optional.

The schedule below includes all the tasks and duties expected of a RPD (including activities that are also listed for a PD) as stated in clause 3.3 will also be selected.

	Duty	Rqd
1	Ensure the <i>Client's</i> representative is aware of their duties under the CDM regulations (and other related Health & Safety regulations) (Regulation 9)	M
2	Ensure they have (and not accept the appointment if they do not have) the skills, knowledge and experience necessary to undertake the role of PD for this particular project (Regulation 8)	M
3	Co-operate with any person working on, or in relation to, the <i>Client's</i> portfolio of projects (or at an adjoining construction sites) to enable any person with a duty or function to fulfil that duty or function (Regulation 8)	M
4	Report to the <i>Client's</i> anything which is likely to endanger anyone's health or safety (Regulation 8)	M
5	When required, provide comprehensible information as soon as is practicable (Regulation 8), e.g. monthly reports, CDM forms and reports	M
6	Plan, manage, monitor and report the pre-construction phase and co-ordinate matters relating to the CDM regulations to ensure that, so far as is reasonably practical, the <i>Client's</i> project (under	M

	Duty	Rqd
	this contract) is carried out without risks to health or safety (Regulation 11)	
7	In fulfilling their duties, consider the general principles of prevention, and, where relevant, the content of any construction phase plan and any health and safety file (Regulation 11)	M
8	Identify, eliminate or control, so far as is reasonably practicable, foreseeable risks to the health or safety of any person (Regulation 11); a) Carrying out or liable to be affected by construction work b) Maintaining or cleaning a structure; or c) Using a structure designed as a workplace	M
9	Ensure (so far as is reasonably practicable) all designers and contractors comply with their duties in the CDM regulations and cooperate with each other (Regulation 11)	M
10	Ensure that all persons working in relation to the pre-construction phase co-operate with the client, the PD and each other (Regulation 11)	M
11	Assist the client to compile the pre-construction information (Regulation 11)	M
12	So far as it is within the PD's control, provide pre-construction information, promptly and in a convenient form, to every designer and contractor appointed, or being considered for appointment to the project (Regulation 11)	M
13	Liaise with the PC for the duration of the PD's appointment and share with the PC information relevant to the planning, management and monitoring of the construction phase and the coordination of health and safety matters during the construction phase (Regulation 11)	M
14	Assist the PC in preparing the construction phase plan by providing to the PC all information the PD holds that is relevant to the construction phase plan including pre-construction information obtained from the client and any information obtained from designers (Regulation 12)	M
15	Prepare a health and safety file appropriate to the characteristics of the project which must contain information relating to the project which is likely to be needed during any subsequent project to ensure the health and safety of any person (Regulation 12)	M
16	Ensure that the health and safety file is appropriately reviewed, updated and revised from time to time to take account of the work and any changes that have occurred (Regulation 12)	M
17	At the end of the project, pass the health and safety file to the Client (or PC) (Regulation 12)	M
18	Provide general construction health, safety and well-being advice and assistance to the Client	M
19	Demonstrate their compliance with their CDM duties by producing a monthly report (to be coordinated and published by the <i>Consultant</i> Project Manager (as clause 3.1)	M

	Duty	Rqd
20	Assist the client in the appointment of a project team with the appropriate skills, knowledge and experience, and if they are an organisation, the organisational capability, necessary to fulfil the role to which they are being appointed in a manner that secures the health and safety of any person affected by the project	O
21	Ensure a construction phase plan is prepared on projects where appointed as PD (including projects where there is only one contractor on site)	O
22	Assess whether the construction phase plan is sufficiently developed for the Client to permit work to begin on site	O
23	Assist, advise and cooperate with the <i>Client's</i> suppliers and PD(s) (provided by other delivery partners) on compliance with the CDM regulations	O
24	Cooperate with the delivery partner's Project Manager and <i>Client's</i> Project Manager to ensure appropriate work allocation and utilisation of PD resources across the <i>Client's</i> portfolio of projects under this contract	O
25	Undertake assurance and audit tasks to understand compliance and opportunities for learning and knowledge share across projects covered by this contract.	O
26	Provide X63, or similar, training for <i>Client's</i> staff	O
27	Attend PD Forum, or similar, with the <i>Client</i> to share and develop initiatives and best practice	O
28	Attend the <i>Client's</i> team brief meetings (typically monthly) to share lessons learnt and provide updates on matter relating to CDM	O

3.3 Principal Designer / CDM A

The **indicative** technical and experience requirements for this PD and CDM A role are:

- 5 years relevant construction industry experience
- Normally an Incorporated Engineer, or working towards Incorporation as a minimum. – working towards IOSH membership
- A suitable environmental awareness qualification.
- National Examination Board in Occupational Safety and Health (NEBOSH) Construction Certificate or equivalent
- Incorporated Member (or working towards membership) of Association for Project Safety (APS).

The summary schedule of the tasks and duties expected of a PD is given below. The specific duties and tasks required for the project will be confirmed as a *Client's* Instruction (under this Contract) and confirmed in a letter of appointment, i.e. not all the duties listed will apply to every appointment. However, the likely requirement for each task and duty is indicated in the schedule by either M – Mandatory or O – optional.

	Duty	Rqd
1	Ensure the <i>Client</i> representatives are aware of their duties under the CDM regulations (and other related Health & Safety regulations) (Regulation 9)	M
2	Ensure they have (and not accept the appointment if they do not have) the skills, knowledge and experience necessary to undertake the role of PD for this particular project (Regulation 8)	M
3	Co-operate with anyone working on, or in relation to the <i>Client's</i> portfolio of projects (or at an adjoining construction sites) to enable any person with a duty or function to fulfil that duty or function (Regulation 8)	M
4	Report to the <i>Client</i> anything which is likely to endanger anyone's health or safety (Regulation 8)	M
5	When required, provide comprehensible information as soon as is practicable (Regulation 8), e.g. monthly reports, CDM forms and reports	M
6	Plan, manage, monitor and report the pre-construction phase and co-ordinate matters relating to the CDM regulations to ensure that, so far as is reasonably practical, the <i>Client's</i> project (under this contract) is carried out without risks to health or safety (Regulation 11)	M
7	In fulfilling their duties, take into account the general principles of prevention, and, where relevant, the content of any construction phase plan and any health and safety file (Regulation 11)	M
8	Identify, eliminate or control, so far as is reasonably practicable, foreseeable risks to the health or safety of any person (Regulation 11); a) Carrying out or liable to be affected by construction work b) Maintaining or cleaning a structure; or c) Using a structure designed as a workplace	M
9	Ensure (so far as is reasonably practicable) all designers and contractors comply with their duties in the CDM regulations and cooperate with each other (Regulation 11)	M
10	Ensure that anyone working in relation to the pre-construction phase co-operate with the Client, the PD and each other (Regulation 11)	M
11	Assist the Client in the compilation(?) of the pre-construction information (Regulation 11)	M
12	So far as it is within the PD's control, provide pre-construction information, promptly and in a convenient form, to every designer and contractor appointed, or being considered for appointment to the project (Regulation 11)	M
13	Liaise with the PC for the duration of the PD's appointment and share with the PC, information relevant to the planning, management and monitoring of the construction phase and the coordination of health and safety matters during the construction phase (Regulation 11)	M
14	Assist the PC in preparing the construction phase plan by providing to the PC all information the PD holds that is relevant to the construction phase plan including pre-construction	M

	Duty	Rqd
	information obtained from the <i>Client</i> and any information obtained from designers (Regulation 12)	
15	Prepare a health and safety file appropriate to the characteristics of the project which must contain information relating to the project which is likely to be needed during any subsequent project to ensure the health and safety of any person (Regulation 12)	M
16	Ensure that the health and safety file is appropriately reviewed, updated and revised from time to time to take account of the work and any changes that have occurred (Regulation 12)	M
17	At the end of the project, pass the health and safety file to the <i>Client</i> (or PC) (Regulation 12)	M
18	Demonstrate their compliance with their CDM duties by producing a monthly report (to be coordinated and published by the <i>Consultant</i> Project Manager (as clause 3.1)	M
19	Provide X63 training, or similar, for <i>Client's</i> staff	O
20	Attend PD Forum, or similar, with the <i>Client</i> to share and develop initiatives and best practice	O
21	Attend the <i>Client's</i> team brief meetings to share lessons learnt and provide updates on matter relating to CDM	O

4. Constraints on how the *Consultant* provides the services

- 1 The named RPD is not to delegate their duties or powers without prior written agreement from the *Client*.
- 2 The named PD is not to delegate their duties or powers without prior written agreement from the *Client*.
- 3 No appointments to undertake the tasks and duties will be allowed until the individuals concerned have been accepted by the *Client* as suitable for the role(s) proposed. The *Consultant* will propose individuals they feel are suitable and submit their Curriculum Vitae and any relevant supporting certification appropriate to the role to the *Client's* Project Manager. The *Consultant* shall allow 2 weeks for acceptance.

5. Requirements of the programme

The RPD(s) and PD(s) will manage their work so that they (or a suitable representative) is available at the milestones of the project for which they have been appointed under CDM, but in particular to enable compliance with their duties and to support the *Client* when appropriate.

5.1 Programme

The *Consultant* shall provide a simple project plan in a format (agreed with the *Client*) sufficient to manage the resources required for compliance with the CDM regulations. A plan shall be provided showing each RPD/ PD appointment to the contract from the project start up. The programme will be updated monthly and for quarterly project board meetings with actual and forecast progress against the Baseline

The programme shall cover all the key 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 reporting, consultation and approvals stage.

6. Services and other things provided by the *Client*

6.1 Contract to be administered

The *Client* will provide a copy of the contract to be administered to the named *Client's* Project Manager on A-Site. This will include the Contract Data and the Scope. Other information referred to in the contract will also be available on A-Site.

6.2 Training to be provided by the *Client*

The *Client* will provide access to and training on their web based Project Collaboration Tool (A-Site) and from time to time as agreed with the *Consultant* appropriate training to allow the appointed RPD(s) and PD(s) to fulfil their role.

6.3 Data and information management and intellectual property rights

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

6.4 Data custodianship

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

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 *Client's* 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 *Consultant* shall be submitted with fee notes unless otherwise agreed with the *Client's* Project Manager. Electronic submissions would be acceptable.

The *Consultant* will devise a work breakdown structure (or similar coding hierarchy) in agreement with the *Client's* Project Manager so that allocation of (time and) costs to appropriate stages and projects within the *Client's* portfolio of projects can be achieved.

The work breakdown structure must recognise all significant elements / stages and projects that the *Consultant* has been appointed to undertake.

The *Consultant* and the *Client* will agree a systematic and consistent method for allocating project management and time not directly attributable to individual projects, e.g. RPD attendance at *Client* meetings, preparation of fee notes, and attendance at PD training events.

It is expected that this will be based upon a pro-rata basis to the size of the project and or the core time of the RPD/ PD accumulated in the period.

6.7 Payment Procedure

Payment is subject to the procedure agreed in or under the Crown Commercial Services Framework – Construction Professional Services Lot 1

6.8 Quality

The Supplier quality management system should comply with the requirements of ISO9001 and ISO14001.

7 Definition of completion and defects

- 1 Completion is only achieved when all the *services* have been provided and accepted by the *Client*. Unless otherwise agreed with the *Client*, this will be typically when the project (being provided by others) is completed by the pc or other consultant (whichever is relevant to the appointment of the RPD or PD).
- 2 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 its *services* is consistent with its quality plan.

8 Standards to be achieved

8.1 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 work should be undertaken in a manner that achieves highest possible standards. Health, safety and welfare provisions must be an integral part of carrying out the work and not as a set of stand-alone considerations.

The RPD/ PD is to take reasonable steps to make themselves aware of the project duties and obligations required of the contractor(s) and other consultant(s) working with the *Client* on the specific projects for which they have been appointed to meet the requirements of the Construction (Design and Management) Regulations, the *Client's* policy and procedures and the requirements of the contract.

8.2 Cooperation with the designer and contractor

The PD will cooperate with the Designer(s) and Contractor(s) to enable themselves to review any notifications, e.g. F10, to the HSE of the work. The PD will work with the Designer and Contractor to make appropriate comments and for any work follow-up post review.

8.3 Specifications and standards to be used:

In managing undertaking the role of the RPD and PD, the *Consultant* will comply with the CDM regulation (2015) and relevant *Client* instructions and guidance, as follows:

- Managing Capital Projects – Starting Up a Project [Starting Up a Project \(sharepoint.com\)](https://sharepoint.com)
- Construction and handback of a flood and coastal risk management project OI 15631
- Managing and controlling stages in a capital project following approval of the business case OI 403_10 Producing the detailed design of an NCPMS Flood & Coastal Risk Management project - Environment Agency document 191_05
- Area Operations Risk Management Procedure - Environment Agency document 11_12
- Safety, health and environment (SHE) handbook for managing capital projects - Environment Agency document 300_10
- Reporting incidents at contractors' sites - Environment Agency document 300_10_SD20
- Reporting environmental incidents - Environment Agency document 300_10_SD21
- Active monitoring of site safety and environmental compliance (SD 11_12_SD11)
- Hydrometry and Telemetry Managing construction work arising from creating and maintaining hydrometry and telemetry assets (660_16)

The *Consultant* is to make full use of the *client's* web based project collaboration tool (A-Site/Adoddle), in particular to maintain knowledge of the projects and the appropriate documentation for the role. All contract records are to be distributed and stored using this project collaboration tool.

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

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 supplier

