

Framework:	Client Support Framework
Supplier:	[Redacted]
Company Number:	[Redacted]
Geographical Area:	National
Project Name:	Mids - Fowlea Brook - CSF - Lot 1
Project Number:	[Redacted]
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	project_36933
Stage:	Study_or_Service_NOT_Design

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name Mids - Fowlea Brook - CSF - Lot 1

Project Number [REDACTED]

This contract is made on 13 January 2023
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
412_13_SD06 PSC Scope - Site Supervisor (NEC4 draft) V03

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)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

Supporting role to deliver Fowlea Brook programme

The *Client* is

[REDACTED]

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

The *Service Manager* is

[REDACTED]

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

The *Scope* is in
412_13_SD06 PSC Scope - Site Supervisor (NEC4 draft) V03

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 09 January 2023

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 09 January 2025

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. 'not used'

2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'
2. 'not used'
3. 'not used'

The minimum amount of cover 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	'to be confirmed'
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 resulting 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.

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 weeks

OPTION X18: Limitation of liability

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

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000

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

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

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

[REDACTED]

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

The fee percentage is

Option E

53.69%

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

[REDACTED]
[REDACTED]
PM
See CV
See CV

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

[REDACTED]
[REDACTED]
Site Supervisor
See CV
See CV

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

[REDACTED]
[REDACTED]
Assistant Supervisor
See CV
See CV

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

[REDACTED]
[REDACTED]
ECoW
See CV
See CV

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

Further inputs required than those in the pricing schedule at tender stage
Programme extended beyond that assumed in tender stage pricing schedule

3 Time

The programme identified in the Contract Data is

52 weeks

5 Payment

The *activity schedule* is

The forecast of the Prices is

[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications

[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]
Address for communications

[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

Address for electronic communications

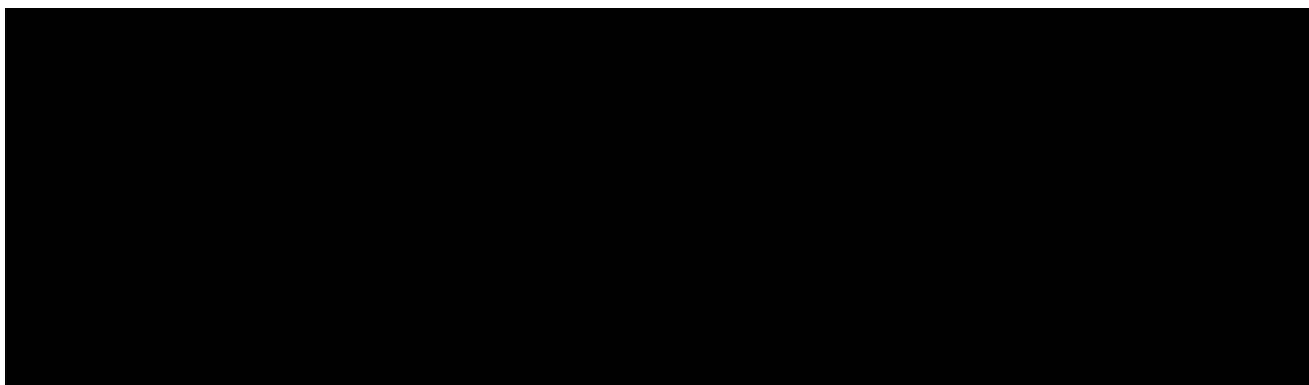
[REDACTED]

X10: Information Modelling

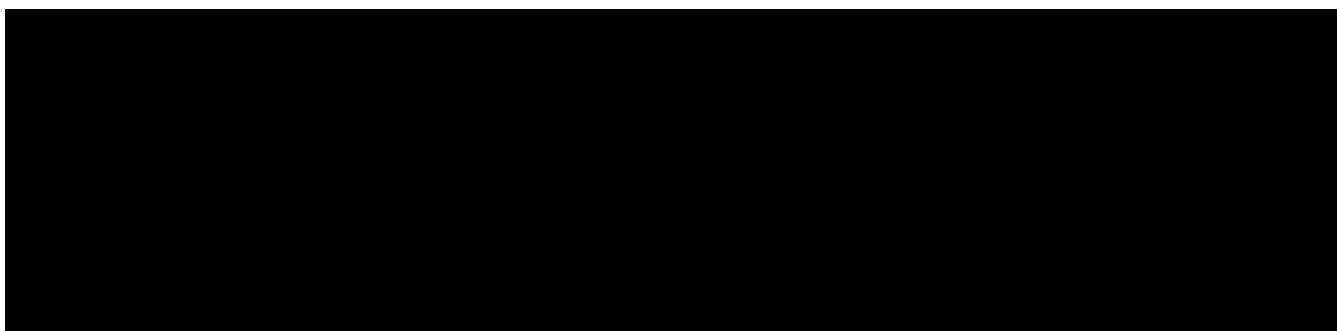
The *information execution plan* identified in the Contract Data is
N/A

Contract Execution

Client execution



Consultant execution



NEC4 professional services contracts (PSC) Lot 1 ECC Supervisor Scope

Project / contract information

Project name	Fowlea Brook Flood Alleviation Scheme
Project SOP reference	
Contract reference	project_36933
Date	21/06/2022
Version number	2
Author	

Revision history

Revision date	Summary of changes	Version number
28/06/2022	First issue	1.1
27/07/2022	Minor amendments	1.2

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	V12	30/12/2021

1 Objectives of the project (project outcomes)

Objective

The objective of this contract is to describe the *service* required for the appointment of an ECC Supervisor for the Fowlea Brook Flood Alleviation Scheme.

Outcome Specification

The Fowlea Brook is located in Stoke on Trent and the project has identified 4 sites that need flood defences building to provide a 1 in 100 year standard of protection to 214 houses and commercial properties.

The area is heavily urbanised, very industrial, and very deprived; consequently, the Council and MP is keen to use this investment as an opportunity to develop the Spode site (site 4 (See Figure 1)). The largest issues with this project are access, existing buildings, and lack of access to the works with works having to be carried out in channel.

The overall project objectives of the scheme are;

- To upgrade the existing flood risk assets that have come to the end of their life
- To safeguard existing commercial and residential properties against fluvial flooding.
- To facilitate redevelopment of derelict area(s) in Stoke-on-Trent
- To realise partnership funding opportunities to support wider benefits
- To maximise opportunities for environmental enhancements
- To maximise opportunities to reconnect the local community to the watercourse

The proposed scheme comprises four sites:

- Site 1: Raising and any required improvements of the Liverpool Road bund. Also, inclusion of flood walls over the existing culvert parapet walls.
- Sites 2 and 3: Containment of flood flows between Liverpool Road and Elenora Street: It was assumed this will comprise installation of pre-fabricated raised flood defences and / or works to existing riverside properties to enable them to function as flood retaining structures.
- Site 4; This is undergoing concept designs currently, but the premise is to improve the condition of the failing channel, removal of access bridges downstream of Elenora Street, increase the height of the left hand bank and stabilise the existing concrete channel, then to some degree open up the right hand culvert wall to create pocket parks, and more sinuosity to the channel and connectivity to the water course and remove weir near the entrance to the culvert under Town Hall.
- The *Client* anticipates that Design will be completed by October 2022 and construction starts in October 2022 and will take a year to build and will have a 52 week defect period.

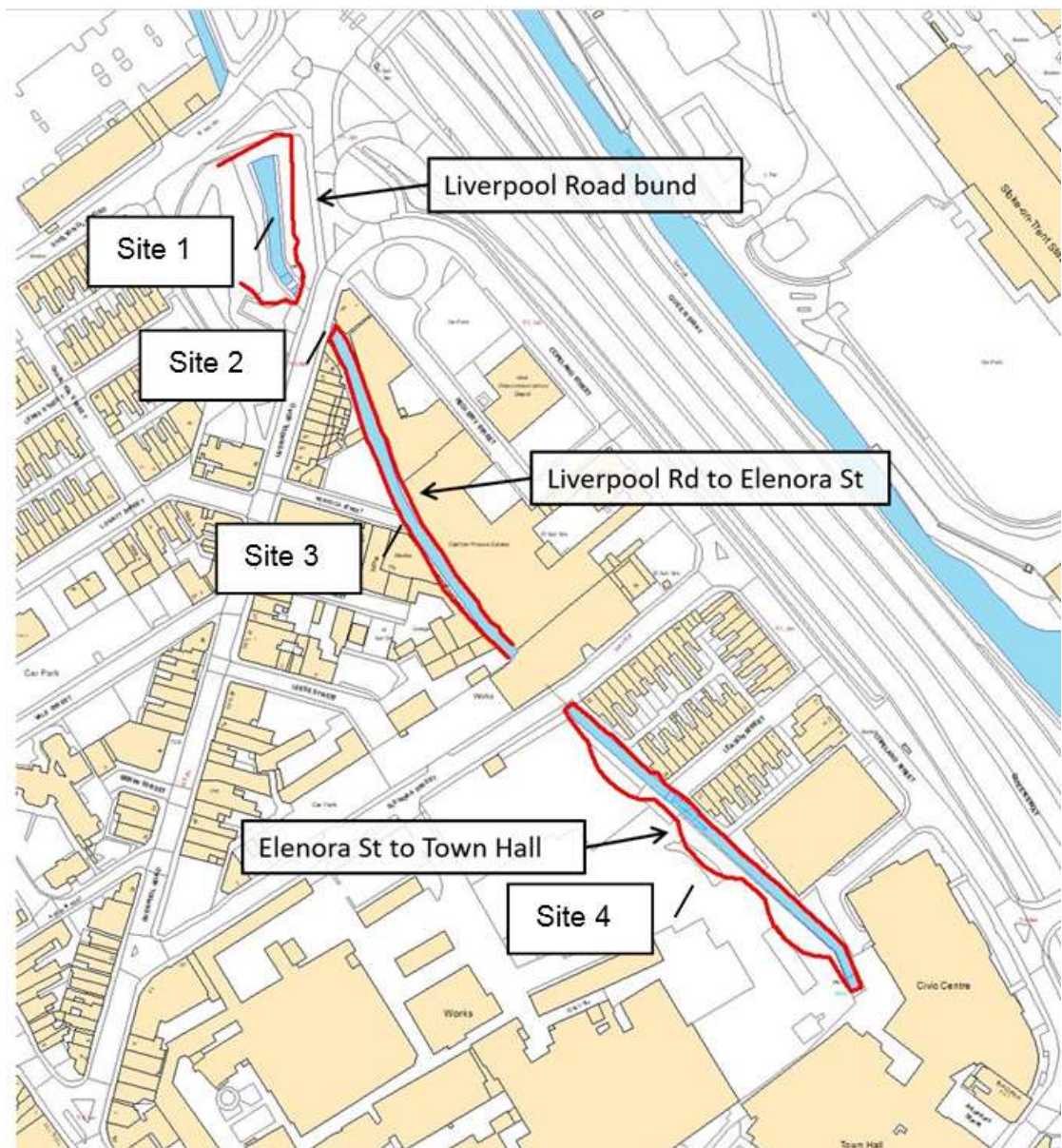


Figure 1.1 Proposed Scheme Locations

1.1 Background

Given the stage of the project a number of contracts are in or will be put in place, the ECC site supervisor will need to be aware of the following contracts/responsibilities.

The CDF Lot 1 Delivery Partner [REDACTED] NEC4 PSE contract is responsible for:

- Producing approved for construction (AFC) design and all associated documentation for all 4 sites and have been issued PMI001 and PMI002 which clarifies the *Client's* design requirements.
- [REDACTED] is to adopt the continuous assurance process for each site and submit designs at 30%, 80%, 100% and AFC for *Client* review.
- The 30% design review will be a workshop held with the project team, the 80% will allow for 10 working day comments period from the client and 5 days for subsequent reviews.
- The designer [REDACTED] is required to carry out all necessary investigations, enquiries, assessments and obtain all necessary permits and permissions.
- Arup is to make provision for these design works in the next submission of the clause 32 programme.
- The designer is responsible for gaining any Section 278 agreements required for the works and planning permission.
- The designer is responsible for producing the full business case (FBC).

- It is currently thought that any ongoing construction support (technical query, design change and as built drawings) will be added to this contract as a compensation event once the Scope of this has been determined.

The CDF Lot 2 Delivery Partner [REDACTED] NEC4 PSC ESE contract is responsible for:

- Early supplier engagement to support and advise on the buildability of the designs.
- Engaging the supply chain.
- Starting the pricing process to support the FBC development.
- Temporary works input and design, this is a significant part of the project due to the requirement for in channel working and the flashy nature of the catchment and very restricted access.
- Production of precondition survey, services surveys, ground investigation (GI) and programme input.
- The pricing and the scoping of the NEC ECC contract will be collaborative with the *Client*, the contractor and the various supporting services including the NEC ECC PM.
- Programme support developing a project end to end programme and starting to build the Clause 31 programme for the construction works.
- Making and applying for the flood risk activity permit for the temporary works and the permanent works.

The CDF Lot 2 Delivery Partner [REDACTED] NEC4 ECC contract will be responsible for:

- The construction of the accepted design in line with the specified standards and permissions.
- Engaging with all affected parties and liaison with the relevant landowners.
- Managing and designing temporary works including the flood risk during the works and bringing the assets up to condition grade 2 (good).
- Producing all Operation & Maintenance (O&M) manuals, Risk Assessment Method Statements (RAMS), , health and safety file, mark ups for as built drawings.
- Closing out any relevant permissions in consultation with Arup.
- Obtaining any permissions and service diversions for the works.

The overall objective of the Flood Alleviation Scheme is to deliver flood risk management protection measures and environmental protection and social enhancements

2 Project team

- 1 The design consultant is [REDACTED], who are already under contract.
- 2 The Contractor is [REDACTED], who are already under contract.
- 3 The ECC supervisor has not yet been procured and is the subject of this Scope
 - The *Consultant* will be appointed using the NEC4 Professional Services Contract (PSC) under option E.
- 4 Cost management will be provided by [REDACTED]
- 5 Principal Designer is [REDACTED]
- 6 BIM Information Manager [REDACTED])
- 7 The Environmental clerk of works is not yet procured

3 *Consultant* provides the services

3.1 ECC Supervisor

The ECC supervisor will:

- Have experience in managing construction projects in a busy urban environment with multiple sites being open and active at one time.
- Have experience in managing confined space works and MEICA works.
- Attend meetings in person and/or via telephone with the *Client* on a weekly basis to discuss progress and issues up until the end of the contract term..
- Be forthcoming with positive ideas, innovative solutions, and efficiency savings where possible.

The requirements of the *services* are as follows:

1. The *Consultant* carries out the duties strictly in accordance with the *Client's* in accordance with the details outlined in the Scope.
2. The *Consultant* is to maintain close contact with the ECC Project Manager and the *Client* in order to ensure that their actions reflect the *Client's* objectives for the project as outlined in section 1.
3. The defects period for the works is 52 weeks following the issue of the Completion certificate for the construction works. The *Consultant* will be responsible for listing any uncorrected Defects and once rectified, issuing the Defects certificate.
4. The *Consultant* is to carry out additional duties as set out in Section 6 and may be asked to carry out additional duties as delegated by the ECC Project Manager. The ECC Project Manager for the works will issue a Project Manager Instruction (PMI) at the start of the works (under clause 14.2 of the NEC4 Engineering and Construction Contract of their agreed contract) to formally delegate these duties. This Scope requires the *Consultant* to understand the ECC Project Manager's responsibilities under their agreed contract.
5. The skills most beneficial to this scheme would include (but are not limited to) expertise relevant to construction of embankments and flood walls with ties into assets. It is acceptable for the *Consultant* to provide different people with different skills and expertise for different tasks, but with one main point of contact.
6. Where there is the potential for delay to the construction programme the *Consultant* informs the ECC project manager in writing as soon as he/she becomes aware.
7. The *Consultant* attends a pre-commencement meeting, start-up meeting, monthly ECC progress meetings, weekly ECC risk reduction meetings and other meetings as notified by the ECC project manager
8. The *Consultant* is to carry out their duties. Primarily this is to ensure the quality of works is in accordance with the Scope; to be provided by the *Client*.
9. The *Consultant* prepares weekly site reports using a template proposed by the *Consultant* and agreed with the *Client*.
10. The *Consultant* reviews and provides written responses for *Contractor* submissions including; As-built's (redline drawings), design submissions, technical queries, RAMS.
11. The *Consultant* is to prepare and submit the weekly site reports on Monday of the following week to the *Client*. The report is to include but is not limited to:
 - i. Activities undertaken
 - ii. Plant and labour on site
 - iii. Record of tests and whether witnessed by the *Consultant*, including:
 - a. Statement of the contractor's proposed offering for acceptance of elements of the works.
 - b. Record of acceptance of the works with statement of verification tests.
 - iv. Health, safety and welfare items
 - v. Photographs of the works
 - vi. Contractor's updated risk assessment and method statement schedule

vii. The report will be circulated to the project team and uploaded to Asite.

12. The *Consultant* will be invited to the 80% design meetings and to comment on the 100% designs. The *Consultant* will be able to review the designs from a buildability point of view and advise on any potential construction issues. This review is in an advisory capacity and the contractor is responsible for the design and construction of the works.

The *Consultant* must have the personal skills detailed below:

- Awareness of all potential issues (including site specific mitigation, local residents' concerns, consultee comments, issues, general conditions of the site (fencing, tidiness, etc) and an eye for detail and thoroughness to ensure best standards.
- Proactive liaison and communication skills (verbal, written and graphic) to communicate with all members of the project team and stakeholders in a professional manner that positively represents the *Client*.
- Ability to pre-empt and prevent potential construction impacts on ecology and the environment and have a good understanding of the main works contract.
- Proven ability to produce good quality site diaries and reports.
- Ability to evaluate information in order to assess the impact and predict mitigation and enhancements.
- Ability to work under own initiative to quickly and effectively resolve site issues/ queries, but also recognise when assistance is required.
- Be a good team player as they will work closely with the contractor's staff.

4 Definition of Completion and Defects

- 1 Completion is dependent on the contractor's completion date and when all of the *services* listed in this Scope for the role of ECC Supervisor has 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.
- 2 A Defect is part of the *services* which is not in accordance with the Scope or the applicable law.

5 Constraints on how the consultant provides the *services*

- 1 The ECC 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

1 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 ECC Project Manager and *Client's* project manager will take reasonable steps, when considering documents supplied to them by the *Consultant* that the management arrangements adopted by the *Consultant* for safety are suitable.

2 The contract requires the *Consultant's* ECC Supervisor to produce a schedule of activities for which risk assessments and method statements must be prepared for their element of works. The schedule and method statements will meet the dual requirements of the Construction Design and Management (CDM) Regulations 2015 and the requirements of sub-clause 31.2 of the contract.

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 ECC Supervisor will co-operate with the Principal Designer.

6.3 Specifications or standards to be used

For the ECC Supervisor managing the Contract the *Consultant* shall make full use of the *Client's* ECC standard commercial and contract forms that have been developed for this purpose. Some examples are:

- Contract administration must always be done with reference to the contract including the Standard ECC Scope [*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 (A-Site). All contract records are to be distributed and stored using this project collaboration tool.

The *Client* will provide access to A-Site upon appointment of the *Consultant*.

7 Requirements of the programme

7.1 Programme

1 The programmed start date for this contract is the date stated in the PSC Contract (contract data). The contractor C31 (Appendix D) and the updated monthly C32 programme will be made available by the *Client*.

2 The completion date for the ECC Supervisor role will coincide with the end of the project's ECC defects period (2 years after completion).

3 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 start-up meeting for this contract, and this will be updated monthly for progress meetings with actual and forecast progress against the baseline.

4 The programme shall cover all the activities to be undertaken by the *Consultant*. Include all major project milestones from commencement to the end of the reporting, consultation, and approvals stage. Upon receipt of the first programme from the ECC Contractor, the Consultant is required to provide a detailed schedule of the involvement of all roles covered by this contract, coinciding with the site activities. Schedule to be updated at the start of each month with a more detailed forward look for that month, detailing site visits and attendees and submitted to the *Client*.

8 Services and other things provided by the *Client*

8.1 Contract to be administered

The *Client* will provide a bound copy of the contract to be administered to the ECC Project Manager / Site Supervisor. This will include the ECC Scope and Site Information. Other information referred to in the contract will be available on Project Collaboration Tool (A-site).

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 *Consultant* 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* 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 *Consultant* 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 *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

8.8 Timesheets

Timesheets as normally utilised by the *Consultants* shall be submitted with fee notes unless otherwise agreed with the *Client's* project manager. Electronic submissions would be acceptable.

8.9 Payment procedure

Payment is subject to the procedure agreed in or under the framework. The *Client* wants an expenditure forecast on the 1st of every month for expenditure up to Completion.

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*.

[REDACTED]

[REDACTED] 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 suppliers