



Framework: Collaborative Delivery Framework
Supplier: [REDACTED]
Company Number: [REDACTED]

Geographical Area: Midlands
Project Name: LNA Recovery Sub-Package SP09-R (CDF Lot 1 Revenue)
Project Number: ENV6004452R

Contract Type: Professional Service Contract
Option: Option C

Contract Number:

Revision	Status	Originator	Reviewer	Date
1	[REDACTED]	[REDACTED]		07/07/2020

**PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA**

Project Name LNA Recovery Sub-Package SP09-R (CDF Lot 1 Revenue)

Project Number ENV6004452R

This contract is made on 05 October 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
Sub-Programme 09- Recovery Works. Capital Sub Prog P9 ENV6004452R. Scope dated June 2020, V1. Waddingham Beck Slip.

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
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Secondary Options

X2: Changes in the law
X7: Delay damages
X9: Transfer of rights
X10: Information modelling
X11: Termination by the *Client*
X18: Limitation of liability
X20: Key Performance Indicators
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 Definition of the problem / site investigation for 1-off revenue-funded projects within LNA Sub-programme P9. Waddingham Beck Slip.

The *Client* is Environment Agency

Address for communications
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Address for electronic communications
[Redacted]

The *Service Manager* is
Address for communications
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Address for electronic communications
[Redacted]

The *Scope* is in
Sub-Programme 09- Recovery Works. Capital Sub Prog P9 ENV6004452R. Scope dated June 2020, V1. Waddingham Beck Slip.

The *partner contract* is
LNA Recovery Sub-programme 09 (CDF Lot 2 Revenue)

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
conditions to be met
 'none set' *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 01 April 2020

The *Client* provides access to the following persons, places and things
 access *access date*
 Client IT systems 01 April 2020
 Sites 01 April 2020

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

The *completion date* for the whole of the *service* is 31 March 2021

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 *Client* set total of the *Prices* is

The *expenses* stated by the *Client* are as stated in Schedule 9

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

If Option C is used

The *Consultant's share percentages* and the *share ranges* are:
share range
 less than
 as set out in Schedule 17

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st July and 31st October 2020
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 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>	£ [REDACTED] 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	£ [REDACTED] 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 <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the period required by law</i>
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	[REDACTED]	

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is
Address for communications

'to be confirmed'
'to be confirmed'

Address for electronic communications

['to be confirmed'](#)

The *Adjudicator nominating body* 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 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 ■■■■■ of the total of the Prices, the amount in excess of ■■■■■ 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

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 [REDACTED] per day

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 [REDACTED]

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

The *end of liability date is* 6 years after the 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 communications

The *fee percentage* is

Option C

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

The *activity schedule* is
Sub-Package SP02-R - Revenue Activity Schedule CDF Lot 1

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications
[REDACTED]

Name (2)
Address for communications

Address for electronic communications

X10: Information Modelling

The *information execution plan* identified
in the Contract Data is
to be developed within 2 weeks of award

Contract Execution

Client execution

Signed under hand by

[Redacted Signature]

Signature

for and on behalf of the Environment Agency

Project Team Manager

Role

Consultant execution

Consultant execution

Signed under hand by

[Redacted Signature]

Signature

for and on behalf of

[Redacted Name]

Director

Role

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract information

Project name	FY2020-21 – Asset Repair Works
Project 1B1S reference	Sub Programme 09 – Recovery Works ENVRECOV19 - Rev Sub-Prog P9 ENV6004452R
Contract reference	
Date	June 2020
Version number	1.0
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	LIT_13258 Minimum Technical Requirements	V2	18/03/2020

1 Overview

1.1 Objectives of the services

Objective

The objective of the service is to work with others (Integrated Delivery Team (IDT)) to restore the flood risk assets back to their pre 2019 winter flood standards and conditions as prescribed by individual site scope (or SID) documents approved by the Client team. Work must be delivered by the Government-set winter deadline of 31 October 2020 without hurting people, damaging properties and the environment and it must comply with all the necessary legal requirements (for example EPR2018 regulations).

Outcome Specification

The *Consultant* shall deliver the service under the following 3 phases

- Phase 1 – Definition of the problem / site investigation
- Phase 2 – Design and target setting
- Phase 3 – Construction

Phase 1 - Definition of the problem / site investigation

The *Consultant* will work with the *Client* and the *Contractor* to provide full technical support to determine the most appropriate solution for the sites listed within the “2020_LNA Sub-programmes” spreadsheet for the sub-programme detailed within the Project / contract information table at the front of this scope.

The *Consultant* will assess the Environment Agency’s assets and provide an acceptable “do minimum” solution to restore them to their required standard (anticipated to be EA standard Grade 3 unless otherwise stated).

The *Consultant* will undertake the following specific project requirements

- Participate in site visit(s) with other key members of the IDT and the *Client* staff (only if this has not already been completed by others).
- Undertake necessary surveys and capture all relevant data within the SID Document. As part of this process the *Consultant* can recommend further surveys that could be undertaken to inform future design solutions (for example topographic, ecology and utilities).
- Produce the SID document within 2 weeks of the date of the site visit.
- Provide an initial assessment with options for the rehabilitation of the asset.

Phase 2 – Design and target setting

The *Consultant* will provide the specification and plans to the *Contractor* to allow then to obtain relevant site information where this information cannot be obtained from the *Client*. This information will be used to develop the design in one of the three following categories:

- **Limited Design:** based upon sites where little to no design is needed to fix the problem (implement the solution agreed by the *Client* within the SID), this option is to be used where there is a quick “off the shelf” solution. Under this option, whilst no analysis or site specific design is undertaken, the *Consultant* shall ensure that the solution is taken forward with full awareness within the IDT of the increased potential for change during construction, as local site conditions are better understood.

- **Standardised Design:** use of standardised profiles and details along with an agreed table of parameters that can be adapted quickly to implement a common approach across numerous sites. Implementation of the solution agreed by the *Client* within the SID. The Library of standardised design solutions will increase as more sites are developed across the IDT.
- **Detailed Design:** the problem defined within the SID and its solution is specific and considered to require a bespoke solution to fix the damage to bring the asset back to the correct standard.

For all of the above design options, the *Consultant* shall provide the *Client* with a clear understanding of the factor of safety achieved by the proposed design solution when compared against the relevant design code (Will need referencing). This will allow the *Client* to take an informed risk-based approach to agree a proportionate solution, prior to the *Contractor* commencing works. (Note: that the *Client*, commensurate with previous works of an identical nature, may instruct a deviation from design codes or accept a lower factor of safety to maintain a proportionate solution that is consistent with adjacent defences that do not require reinstatement.)

Working with the *Client* and the Early Supplier Engagement (ESE) Contractor, the *Consultant* shall be responsible for ensuring the design is acceptable to the *Client*. The *Consultant* shall co-ordinate activities from other members of the IDT to ensure associated approvals are in place to enable works to commence in accordance to the agreed programme. The design shall be acceptable to statutory and key stakeholders where required by obtaining a support letter. (Note: majority of the sites are on EA land and therefore normal consultation will be required but only the EA will need to sign-off the design.)

The design solutions must be buildable (demonstrated by a supporting buildability statement), not pose a risk to people or the environment (demonstrated by a designer's risk assessment) represents value for money and is affordable by the *Client* and within the agreed budget. The *Consultant* shall liaise with the *Contractor* or IDT delivery partners to help support safe buildable solutions.

The *Consultant*, in developing design solutions shall reduce carbon impacts and contribute to positive environmental outcomes wherever possible. The *Consultant* will demonstrate that mitigation has been considered, where this is affordable by the *Client* and within the agreed budget.

Phase 3 – Construction

The *Consultant* shall produce timely information of appropriate quality to facilitate efficient delivery of the works.

The *Consultant* shall provide a point of contact for all construction teams to ensure efficient communication with the design team. The *Consultant* shall manage a Technical Query process to enable a clear flow of communication between the site and the office-based design team.

The *Consultant* shall undertake site visits at key hold points relevant to key design decisions. The *Contractor* shall provide reasonable notice for these activities (min 5 working days).

A separate contract is in place with others to undertake site supervision and contract management services.

1.2 *Consultant* project management

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

Adhering to the agreed programme and identifying resources responsible for quality assurance that is removed from the day to day running of the project.

Agreement and management of change.

Attend project review meetings with the *Client* and *Consultant* to agree appropriate standards and any necessary deviations.

Attend a project data meeting with the *Client* to agree the appropriate standards to be adopted. The *Consultant* should use this meeting as a basis of completing a design philosophy statement.

Attendance at weekly meetings (via MS Teams where face to face meetings are not practicable) and on-going management of project risk and programme reviews to achieve the scope. The programme must include post approval activities to construction start, in accordance with programme guidance.

Monthly risk register review, update (including *Consultant* risk budget) and implementation of resulting actions.

Provide input to and actively maintain the project value register (efficiency register/CERT).

Commencement/ Monthly progress/handover meeting attendance and management of *Consultant* 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 the capacity of the *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

Quarterly input into performance assessment/KPIs and management and implementation of associated actions arising.

Handover package of project deliverables.

Consultant environmental lead to provide progress and risk reviews in monthly report.

The environmental lead is an integrated member of the project team and also attends progress meetings, risk workshops, project board and programme board meetings as above.

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.

On behalf of the *Client*, the *Consultant* should apply for planning permission, Reservoir Act approval, Impoundment Licence, working in watercourse approval and other consents such as land drainage consent, flood defence consent, listed building consent, Marine Management Licence (as needed) and manage the passage of these approvals (where agreed within the Consultant's scope included within the SID. It could be that another IDT supplier is better placed to manage this).

Once planning permission has been obtained, the *Consultant* should apply for protected species licences, on behalf of the *Client*. (Note: currently for asset repair works planning permission is not considered as being required)

All model and survey information (if needed) will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to the *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.

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.

Consider the following and document how they are addressed on this contract:

- **Public:** how to effectively engage with, and how they perceive us, the diverse public throughout projects?
- **Project team:** how to create an inclusive environment for our project team?
- **Framework:** identify opportunities to support diverse workforces on our projects across our organisations.

1.3 Previous studies

Table 1 contains a list of the information that the *Client* will endeavour to supply for each project / site where it able to do so.

Item	Comments
1	Previous studies reports
2	Site information and investigations
3	Design profile – required height of asset and/or working methodology
4	Health and Safety information
5	Utility information

Project Type	Asset Information (as built etc)	Access / Conflict info	Site/Topographic survey	Ecological survey	Ground Investigation	Utility Information
Access Improvement	2	1	1	1	2	1
CCTV	2	1	0	2- Maybe for access	0	1
Culvert Works	2	1	2	1	0	1
Dredging	2	1	1	1	2	1
Embankment Works	2	1	1	1	1	1
Embankment Works (Badgers)	2	1	1	1	1	1
Erosion Protection	2	1	1	1	0	1
Handrail	2	1	0	2- Maybe for access	0	1
Inspections	2	1	0	2- Maybe for access	0	1
Lock Inspections	2	1	0	2- Maybe for access	0	1
MEICA	1	1	0	2- Maybe for access	0	1
Navigation	2	1	1	1	0	1
Outfall Improvements	2	1	2	1	0	1
Reservoir Improvements	2	1	1	1	1	1
Sluice Improvements	2	1	2	1	0	1
Structural Repairs	2	1	1	1	0	1
Weedscreen	2	1	0	1	0	1
Weir Improvements	2	1	1	1	0	1

3 Received

2 Nice to have

1 Need

0 Not envisaged as required

- 1 The *Consultant* is [REDACTED] (or another under the FOF framework depending upon the sub-programme). The *Consultant* will be appointed using the NEC4 Professional Services Contract option C.
- 2 The *Contractor* is [REDACTED]. The *Contract* will be appointed using the NEC4 Engineering and Construction Contract option C
- 3 The ECC Project Manager is TBC from the CSF framework (Refer to governance structure for the programme to which contract refers).
- 4 The ECC Supervisor is TBC from the CSF framework (Refer to governance structure for the programme to which contract refers).
- 5 Cost management will be provided by either the CCE (Carbon, Cost Estimator) or CSF nominated commercial person (TBC).
- 6 The CDM Principal Designer is to be agreed for each sub programme but will either be [REDACTED]
- 7 The Environmental Clerk of Works is TBC from the CSF framework (Refer to governance structure for the programme to which is contract refers)

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*.
- the *Client's* latest version of the Project Cost Tool, or its successor, has been populated.
- BIM data has been transfer to the *Client's* database.
- the relevant phase of the *Client's* carbon tool has been completed.
- Clause 11.2(2) work to be done by the Completion Date has been complied with.

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 may be required.

2.2.1 Detailed Design including drawings and specifications for construction 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 but is not 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. Tender documents (FOF Lot 1, where relevant)
- x. Site Information and Works Information (within the SID) to support the tender documents.
- xi. Application for IDB consent where relevant) and other licences or consents required
- xii. Environmental action plan
- xiii. As built drawings (jointly with ESE Contractor)

The *Consultant* shall assist with pricing and buildability which will be led by the Early Supplier Engagement (ESE) Contractor.

The *Consultant* shall arrange interim and final design meetings to discuss design details with the *Client* and other members of the IDT. Invites through the *Client*, to these meetings should include the Field Service and Area Teams.

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

The *Consultant* shall facilitate design workshops and attend risk workshops.

The sustainability of the design shall be analysed using the Environment Agency's carbon calculator to gauge the influence of carbon related costs on the design.

The *Consultant* shall prepare the Particular Specification for the main works contract or tender document (delete appropriate according to framework being used). 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. Site Investigation

2.3.1 Ground Investigation

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 the scope of supplementary investigations needed to inform detailed design of elements.

The *Consultant* is required to clearly communicate the specifications of further ground investigations to the *Contractor* for the *Contractor* to undertake.

2.3.2 Topographic survey

The *Client* will where available provide data from previous studies and data produced at appraisal stage or from historical projects.

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

Topographic survey requirements

The *Consultant* shall provide the final output of the survey in the form of a survey report in paper/ digital format. The data shall be presented as a GIS shape file layer.

A topographical survey is required to provide further details of the existing condition of the asset so that it can be quickly repaired back to its required profile and condition. The Services are:

Preparation of a brief and procurement of the survey in accordance with the Environment Agency's National Specification for Surveying Services Version 3.1.

Review and agree surveyors' site risk assessment

Supervision and management of topographic survey company.

Review data / checking deliverables

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 (if not being undertaken by either the *Client* or the *Contractor*). This should include direct costs of obtaining data. 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 surveyor / *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

Undertake additional surveys, as defined in the SID, consistent with current guidelines, where they are essential to securing permissions or are essential to achieving good environmental design. Utilise existing knowledge of the distribution of species and the current understanding of the factors governing their distribution. Use the species and survey information in a scientific and informed way to justify environmental decision making.

2.3.6 Hydrology and hydraulics

Models will be provided by the *Client* should the need arise on any project. The *Consultant* is not required to undertake any modelling for this service.

2.3.7 Landscapes and Environmental design

Any requirements for landscaping and environmental design over and above fixing the assets will be notified to the Consultant through the SID document. Otherwise, Environment Agency guidance and best practice documents will be adhered to.

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. 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, 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.

The *Consultant* will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all.

The *Consultant* shall comply with the Client's SHEW COP requirements.

The *Consultant* shall comply with the PAS 1192-6(2018) in management of all SHEW information.

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
	Sustainability Measures Form	
	Timber Policy Documents	

4 Constraints on how the *Consultant* provides the services

The *Consultant* will not be able to access all of the *Client's* IT systems, due to licencing of data and GDPR related matters. The *Consultant* to set up a system to allow information to be stored and access by all suppliers contracted to deliver the works – All IDT suppliers.

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 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 a 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 *Consultants* referencing and vetting processes upon request.

5 Requirements of the programme

5.1 Programme

The programme complies with the requirement of Clause 31 and also includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP).

The *Consultant* shall work with the *Contractor* to provide a detailed project programme in Microsoft project format meeting all requirements of Cl.31 of the *conditions of contract*. A baseline programme 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, including all major project milestones from commencement to the end of the design stage and readiness to start on site.

The programme shall include appropriate review and consultation periods for drafts, scoping reports, statutory consultation etc.

6 Services and other things provided by the *Client*

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 will be acceptable.

6.7 Payment procedure

Payment is subject to the procedure agreed in or under the framework and used on contracts through FastDraft. The *Consultant* can only use agreed Framework staff and their agreed rate.

6.8 Client's Advisors

The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Client*. These departments include Area, NEAS, etc.

6.9 Quality

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

Appendices

Appendix 1 BIM Protocol – Production and Delivery Table

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

www.Pow.bim4.info

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

