

PSC scope template: Construction design support

NEC4 professional services contract (PSC)

24/02/2023 LIT 13265

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract information

Project name	Stallingborough Phase 3
Project SOP reference	ENV0001502C
Contract reference	
Date	2023-07-27
Version number	02
Author	

Assurance

Author	Project Manager	Date: 7 th July 2023
Consulted	Senior User	Date: 7 th July 2023
Consulted	NEAS PM	Date: 7 th July 2023
Consulted	Consultant Project Manager – ARUP	Date: 7 th July 2023
Consulted	Consultant Project Design Director - Jacobs	Date: 7 th July 2023
Consulted	Consultant Project Manager – ARUP	Date: 7 th July 2023
Reviewed	Project Executive	Date: 7 th July 2023
Checked prior to issue	Commercial Services Manager	Date: 12 th July 2023

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 and Exchange Information Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The service is to be compliant with the following version of the Minimum Technical Requirements and Exchange Information Requirements:

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	V12	30 Dec 2021 MTR library
LIT 17641	Exchange Information Requirements	V3.0	5 Jan 2023 EIR library

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

1 Objectives of the project (project outcomes)

Objective

The Stallingborough 3 Project is concerned with a 4.7km length of hard coastal flood defences between Middle Drain and New Cut Drain. The existing defences are in various states of disrepair and are likely to deteriorate further with the area being particularly susceptible to the effects of tidal surges. An FBC has been approved to enable construction works to progress to improve the condition of the defences. This contract is to provide the *Client* with design support to allow the delivery of flood risk management works during the construction programme in this location in accordance with the approved FBC (Ref 6th January 2023).

Outcome Specification

The *Consultant* has produced the design and is wholly responsible under the Detail design commission to remedy any defect, fault or inadequacy in that design due to act or omission through the detailed design.

This contract is to respond to alterations required due to unforeseen circumstances on Site or additional instruction under this contract which will be dealt with as an instruction under this contract and evaluated using the Compensation Event process.

2 Project team

- 1 The design *Consultant* is Ove Arup and Partners Ltd with support from Jacobs UK Ltd
- 2 The contractor is Jackson Civil Engineering
- 3 The project manager is [REDACTED] from Arcadis
- 4 The contractor will be appointed using the NEC4 Engineering and Construction Contract option C
- 5 Cost management is provided by [REDACTED] from Mott MacDonald
- 6 Principal Designer is [REDACTED] from Jacobs UK Ltd, sub-contracted to Arup and Partners Ltd
- 7 The Environmental Clerk of Works is [REDACTED] from JBA Consultants

Key members of the Environment Agency *Client* Team are:

- 8 Project Manager & Service Manager on Fast Draft is [REDACTED];
- 9 Project Executive is [REDACTED];
- 10 NEAS Project Manager is [REDACTED]; and
- 11 Senior User representatives are [REDACTED]

3 Consultant provides the services

The *Consultant* has produced the design and is wholly responsible under the Detail design commission to remedy any defect, fault or inadequacy in that design due to act or omission through the detailed design.

This contract is for the *Consultant* to respond to design alterations at the *Client's* request required due to unforeseen circumstances on Site where the contractor encounters physical conditions or other events which trigger the implementation of a Compensation Event under the construction contract in accordance with Clause 60.1 or additional instruction under this contract which will be dealt with as an instruction under this contract and evaluated using the Compensation Event process.

3.1 Monthly Report

- Deliver a monthly progress report in the *Client's* template to be agreed with the *Service Manager*, giving progress against programme, deliverables received and expected through IDP and MIDP, financial summary against programme and forecast project carbon.

3.2 Forecast monthly

- Commission capital forecast to be entered on FastDraft monthly & Project forecast carbon outturn to be entered onto FastDraft monthly. The *Consultant* is required to provide a monthly forecast on FastDraft for both carbon and cost in accordance with FHU

[Framework Heads Up 244 Commercial Clarification 54](#)

[Framework Heads Up 256 Commercial Clarification 57](#)

3.3 Application for Payment / Invoice

The *Consultant* is required to provide the backup to their application for payment in the following format:

[Worksheet for actual Cost and Carbon CDF Lot 1](#)

[Worksheet actual Carbon and Cost CDF Lot 2](#)

Submission of an application for payment without this format of backup sheet will not be recognised and treated as a compliant submission.

The *Client* and *Service Manager* acknowledge that the following suppliers / subcontractors have been selected with due regard for clause Z111 of the Contract and confirm acceptance that they represent best value:

1. Jacobs UK Ltd

All other subcontractors need to be selected using best value processes.

This requires the Contractor to demonstrate that they have made reasonable attempts to obtain three competitive tenders for all work in excess of £25,000.

The only exception to this is work which has been accepted (in writing) by the *Client* (hub Commercial Services Manager) for strategic suppliers or for emergency work

3.4 Responding to contractor Requests

Respond directly to Further Design Input (FDI) received from the contractor within 10 working days. All responses to be copied to the *Client*, ECC Project Manager and ECC Supervisor.

The *Consultant's* response within 10 working days shall include an acknowledgement of receipt of a Further Design Input (FDI) and an assessment of how the *Consultant* intends to address the FDI.

Unless required to correct a defect in work previously undertaken under this Contract, further design work instructed by the *Client* in response to a FDI received from the contractor will trigger the implementation of a Compensation Event in accordance with Clause 60.1.

Assume 1 per month over the contractors programme (May 2023 to September 2025)

3.5 Management & Implementation of CEs

For clarity, in line with the intent defined in **Section 1 Objective**, in the event of an accepted Compensation Event notified by either party, the *Consultant* shall:

Produce and submit a detailed quotation for design works required, clearly defining all the resourcing, programme and specialist requirements necessary to undertake the work. This information shall be supplied within 15 working days of request or in agreement with the *Client*

Subsequently, on receipt of this information the *Client* will assess the quotation.

3.6 Management & Implementation of CEs

The *Consultant* shall provide technical support to the *Client* and contractor on issues of construction and buildability, where appropriate to mitigate impact of unforeseen issues, explore opportunities for value engineering and drive efficient delivery during construction, as below:

- *Consultant* shall advise the *Client* on opportunities arising during the construction stage to incorporate new innovative design, alternative construction methods or the specification of new materials.
- *Consultant* shall attend on site, on average, once per month during the construction period to address technical queries. Liaison with the ECC Supervisor is expected to communicate any observations noted, specifically any observed deviance from the contractor's Scope.
- *Consultant* shall update all information issued for construction with details supplied by the contractor, producing fully coordinated As Built information on completion of the works. All deliverables to the *Client* will be electronically via Asite/FastDraft.
- The *Consultant* shall confirm that the scheme set out on the as built drawings meet the requirements and objectives of the original Design Contract.
- *Consultant* shall contribute and assist the *Client* in the management of design input or issues encountered on site during construction.
- *Consultant* shall produce a schedule for the ECC Supervisor to ensure they check and adequately document record the following key design parameters during construction

AD: 3.7 Principal Designer

The *Consultant* shall fulfil the Principal Designer (PD) role and discharge the duties in accordance with the requirements of regulations 8, 9, 11 and 12 of the Construction Design Management Regulations 2015. The Schedule of Collaborative Delivery Team Principal Designer's duties are as follows:

	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, including the CSF Resident Principal Designer (Regulation 8)	M
4	Report to the <i>Client</i> anything which is likely to endanger anyone's health or safety (Regulation 8)	M

	Duty	Rqd
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</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); Carrying out or liable to be affected by construction work Maintaining or cleaning a structure; or Using a structure designed as a workplace	M
9	Ensure (so far as is reasonably practicable) all designers 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 <i>Client</i> , the PD and each other (Regulation 11)	M
11	Assist the <i>Client</i> 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 information obtained from the <i>Client</i> 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 <i>Client</i> (or PC) (Regulation 12)	M
18	Demonstrate their compliance with their CDM duties by preparing and updating the Pre-Construction Management Tool on a monthly basis (or more frequently for start of construction activities) and liaising with the CSF Resident Principal Designer.	M

*Note: M is for Mandatory.

The PD must be a lead or active designer and can either demonstrate relevant Skills, Knowledge and Experience to undertake the role or have access to relevant support to discharge their duties.

The PD will identify and track significant risks, scrutinise the quality of treatment of risks with regards to the principals of prevention, co-ordinate other designers' mitigation and handover designs which can be constructed safely.

The PD shall maintain effective liaison and coordination between phases with the Principal contractor

The PD is required to dial into monthly progress meeting (once per month) for the duration of the contractor's delivery programme. This will be from May 2023 to September 2025. Any actions will be evaluated using the Compensation Event process

AD: 3.8 As Built drawings

Update of design drawings with as built information provided by the contractor at construction completion (Sep 2025). Assume 100 minor amendments across the FBC design drawings.

4 Definition of completion and defects

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

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

- ~~1 The named Supervisor is not to delegate their duties or powers without prior written agreement from the *Client*.~~

AD: The *Consultant* is required to respond and deliver the *services* in line with the contractor's delivery programme. This will be from May 2023 to September 2025

AD: The *Consultant* is required to attend site (once per month) for the duration of the contractor's delivery programme. This will be from May 2023 to September 2025.

6 Standards to be achieved

6.1 Health and safety

Health, Safety and Wellbeing (HSW) is the number one priority of the *Client*. The *Consultant* will promote and adopt safe working methods and shall strive to deliver design solutions that provide optimum HSW to all. The *Consultant* will follow and comply with the requirements outlined in the SHEW Code of Practice LIT 16559

~~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 *Project Manager* will take reasonable steps, when considering documents supplied to him by the Contractor, that the **management arrangements** adopted by the Contractor for safety are suitable.~~

~~The contract requires the Contractor to produce a schedule of activities for which risk assessments and method statements must be prepared. The schedule and method statements will meet the dual requirements of the Construction Design and Management Regulations and the requirements of sub-clause 31.2 of the contract.~~

~~The Contractor will be free to add to the schedule as the work progresses. Prior to the start of construction work, and again after any revisions prior to implementation of the revisions, the Contractor must forward the schedule to you, with the programme for acceptance.~~

~~The level of detail required will depend on the activity. As a minimum the Contractor must ensure that risk assessments and method statements are prepared and submitted for review in accordance with the Works Information covering:~~

- ~~• full, timing and sequence of construction including the use and design of temporary works, materials, plant and equipment proposed by the Contractor;~~
- ~~• Indication of activities that represent a higher than normal level of health and safety risk~~

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

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

6.2 Co-operation with the Principal Designer

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

6.3 Specifications or standards to be used

7 Requirements of the programme

7.1 Programme

The *Consultant* shall provide a detailed project plan in Microsoft Project version [2013 and PDF format](#), meeting all requirements of CI 31 of the *Conditions of Contract*. A baseline plan shall be provided for the project start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline

The programme shall cover all the activities to be undertaken by the *Consultant* and other members of the project team. Include all major project milestones from commencement to the end of the reporting, consultation and approvals stage

8 Services and other things provided by the *Client*

None

8.1 Data and information management and intellectual property rights

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

8.2 Data custodianship

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

8.3 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.

8.4 Metadata

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

8.5 Data security

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

Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption.

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

8.6 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

8.7 Payment procedure

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

8.8 Quality

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

Appendices

Appendix 1 – Information Delivery Plan (IDP)

The *Consultant* shall adhere to the Environment Agency's Exchange Information Requirements (EIR) framework level minimum technical requirements

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

The *Consultant* shall register for an Asite Account and request access to the project workspace to view the IDP and update to create the MIDP

Guidance on the IDP can be found [here](#)

Create the IDP on Asite and embed a PDF version as Appendix 1

https://www.asite.com/login_home