



Framework:	Client Support Framework
Supplier:	Mott Macdonald Limited
Company Number:	01243967
Geographical Area:	Midlands
Project Name:	Midlands ECC PM - Wychall Reservoir, Beales Corner, Greyfri
Project Number:	ENV0004896C
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	35938
Stage:	Study_or_Service_NOT_Design

Revision	Status	Originator	Reviewer	Date

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA**

Project Name Midlands ECC PM - Wychall Reservoir, Beales Corner, Greyfriars

Project Number ENV0004896C

This contract is made on
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
Scopes: PSC scope - ECC Project Manager Beales Corner v1.1 final, PSC scope - ECC Project Manager Greyfriars v1.1 Final, V3_Wychall PSC Scope template - ECC Project Manager NEC4.

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
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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 Provision of ECC PM services for Beales Corner, Wychall Reservoir and Greyfriars.

The *Client* is [REDACTED]

Address for communications [REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]

The *Service Manager* is [REDACTED]

Address for communications [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]

The Scope is in
Scopes: PSC scope - ECC Project Manager Beales Corner v1.1 final, PSC scope - ECC Project Manager Greyfriars v1.1 Final, V3_Wychall PSC Scope template -

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 17 May 2022

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 31 December 2024

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 *SERVICE* OR TERMINATION

The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£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	£1 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

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 £1,000,000.00

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 Mott Macdonald Limited

Address for communications [Redacted]

Address for electronic communications [Redacted]

The fee percentage is Option E 56.07%

The key persons are

Name (1) [Redacted]
Job [Redacted]
Responsibilities [Redacted]
Qualifications [Redacted]
Experience [Redacted]

The key persons are

Name (2) [Redacted]
Job [Redacted]
Responsibilities [Redacted]
Qualifications [Redacted]
Experience [Redacted]

The key persons are

Name (3) [Redacted]
Job [Redacted]
Responsibilities [Redacted]
Qualifications [Redacted]
Experience [Redacted]

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

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

3 Time

The programme identified in the Contract Data is

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]

Address for electronic communications

[REDACTED]

X10: Information Modelling

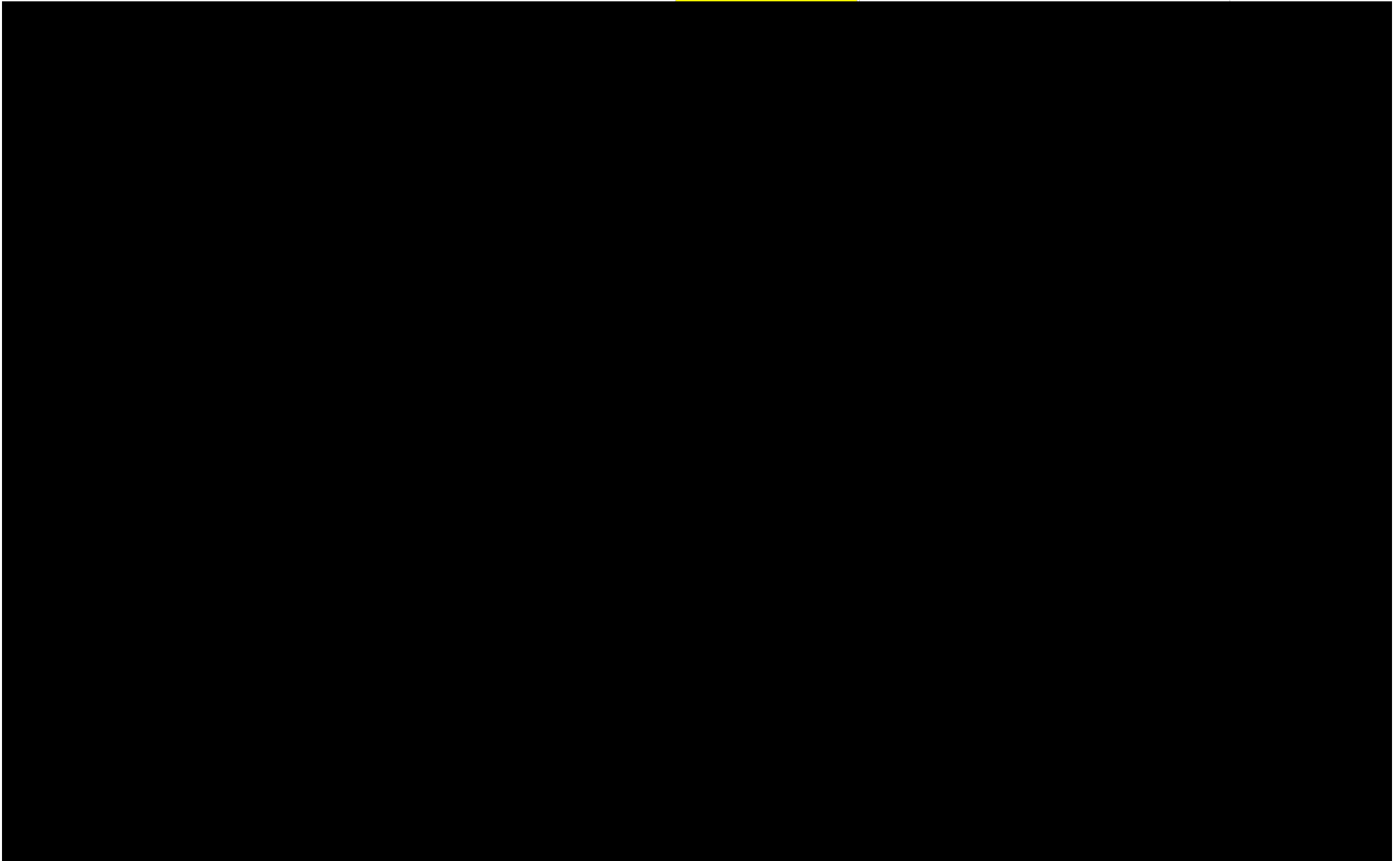
The *information execution plan* identified in the Contract Data is



Contract Documents

Pricing Data Part One

NEC4 – PSC





Environment Agency NEC4 professional services contracts (PSC) and Engineering and Construction contract (NEC) PM and Service Manager Scope

Project / contract information

Project name	Bewdley Left Bank FRMS
Project SOP reference	ENV0002928C
Contract reference	35938
Date	18/03/2022
Version number	1.1
Author	

Revision history

Revision date	Summary of changes	Version number
18/03/2022	First issue	1.1

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
LIT 13258	Minimum Technical Requirements	V12	Dec 2021

1 Objectives of the project (project outcomes)

Objective

The objective of this contract is to be the named Project Manager / Service Manager to administer the following contracts:

1. NEC4 PSC contract with Jacksons Civil Engineering, Early Supplier Engagement option E As a PSC Service Manager
2. NEC4 PSC contract with Arup on the CDF design contract option C. As a PSC Service Manager
3. NEC4 ECC contract with Jacksons Civil Engineering option C. As a ECC Project Manager

Outcome Specification

This project seeks to reduce the high level of flood risk to the community on the left bank of the Severn in Bewdley, Worcestershire. A Flood Risk Management Scheme (FRMS) here would reduce direct flood risk to 41 properties, increase the resilience of the town by ensuring the main road remained open and save the *Client* over £300k in operational and incident response costs over 50 years. Bewdley is subject to significant flood risk from the River Severn. A fluvial flood event in February 2020 demonstrated the strategic case for investment, as river levels overwhelmed EA temporary defences and flooded approximately 40 properties and the only road crossing the river in Bewdley. The existing standard of protection is relatively low at 5-10% annual exceedance probability (AEP) (5.0m ASD at the Bewdley gauge, see Appendix K) and is likely to be reduced by the impacts of climate change in the near future. Bewdley was subject to further flooding in January 2021. The temporary barriers used by the *Client* were compromised, leading to further property flooding. There is significant political and community support for the swift delivery of a permanent scheme. This project looks to deliver a permanent FCRM asset that is fit for purpose as quickly as possible. To meet funding constraints, there is a requirement for the FBC to be approved and construction to have commenced by 31 March 2022. Flood Risk Management (FRM) investment strongly aligns with local business strategies. Reduced flood risk and resilience to climate change is an important outcome of these strategies, with wider economic, social, heritage and environmental benefits

The Arup PSE contract is a live contract. Key outputs are:

- Developing the OBC for the scheme in accordance with Defra Project Appraisal Guidance
- Developing the FBC for the scheme in accordance with Defra Project Appraisal Guidance
- Producing AFC design and all associated documentation
- Arup is to adopt the continuous assurance process for each site and submit designs at 30%, 80% 100% and AFC for *Client* review.
- Arup is required to carry out all necessary investigations, enquiries, assessments and obtain all necessary permits and permissions. The *Consultant* is to assume that the permanent works require planning permission.
- Arup is to make provision for these design works in the next submission of the clause 32 programme.
- Arup are responsible to gaining any Section 278 agreements required for the works and planning permission.
- 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 JCE PSC ESE contract is responsible for:

- Early supplier engagement contract to support with the buildability of the designs.
- Engaging the supply chain
- Starting the pricing process to support the Full business case development
- Temporary works input and design,
- Precondition survey, service surveys, 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 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 JCE 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
- Producing all O&M manuals, RAMS, QITP's, health and safety file, mark ups for as built drawings.
- Closing out any relevant permissions.
- Obtaining any permissions and arranging 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 Arup
- 2 The Contractor is Jacksons Civil Engineering
- 3 The Supervisor has not yet been procured
- 4 The Contractor will be appointed using the NEC4 Engineering and Construction Contract option C.
- 5 Cost management services is provided by Arcadis
- 6 Principal Designer is TBC
- 7 BIM Information Manager Gosia Clements (Environment Agency)
- 8 The Environmental Clerk of Works is not yet procured

3 Consultant provides the services

ECC PM/ PSC Service Manager

- 1 The Project Manager to input into the construction Scope for the NEC 4 ECC contract, attend pricing strategy meeting and price negotiation meetings and reviews of the scope.
- 2 Attend weekly progress meeting and weekly design meeting.
- 3 Managing notifications and timely communication of assessments and reports, utilising the *Client's* prescribed tools including FastDraft.
- 4 Acting as a risk facilitator to compile risk registers and valuing risks using the *Client's* standard templates
- 5 Carry out the duties of Service Manager as required by the *Client's* NEC4 Professional Service Contract. The Service Manager is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project.
- 6 The Service Manager is to carry out their duties strictly in accordance with the *Client's* version of the PSC. This is particularly important when dealing with Early Warnings and Compensation Events.

- 7 Carry out the duties of Project Manager as required by the *Client's* NEC4 Engineering and Construction Contract. The ECC PM is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project.
- 8 The ECC PM is to carry out their duties strictly in accordance with the *Client's* version of the ECC. This is particularly important when dealing with Early Warnings and Compensation Events.
- 9 If the ECC PM believes it is necessary to act other than strictly in accordance with the Contract they must seek and obtain written confirmation in advance from the *Client's* project manager and project executive.
- 10 The ECC PM is to report monthly on the tasks they have undertaken and time to be charged for that month and provide a forecast of the final cost for their services all as detailed in the *Client's* NEC4 Professional Services Contract.
- 11 During construction of the works the ECC PM is to chair all contract progress meetings and produce & distribute meeting minutes. For typical meeting agendas see Pre-Start meeting and Progress meeting agenda [413_13_SD13].
- 12 In addition, during the construction period the ECC PM will report monthly on the construction works using the *Client's* Monthly Work Progress Summary (MWPS) [*Client* document ref 413_13_SD15] and Tracker Schedule for Early Warnings & Compensation Events [on Asite NEC4 Manager]. Post-construction this report should be updated when changes (eg to costs, forecasts, defect corrections etc) occur.
- 13 Note that the ECC PM needs to discharge the duties they have under the modifications made by the *Client* to the NEC4 ECC including their additional conditions of contract (Z clauses). Some examples are:
 - Certification under the *Client* NEC ECC The target cost figure used should only include Compensation Events that have been implemented.
 - Completion may not be awarded until the Contractor has provided the *Client* with two copies of the H&S File and O&M Manual. Population of the *Client's* latest version of the Project Cost Tool, Carbon Tool and BIM information has been uploaded onto the *Client's* data storage system. These are an absolute requirement of Completion.
- 14 The *Consultant* is also required to provide the following additional services for this project:
 - Lessons learnt meeting & report after completion
 - Update weekly the commercial tracker (listing PMI, NCE, defects, TQ's) and reporting monthly during construction
 - Use Fast draft to certify payments, issue PMI's and respond to CE's
 - Co-ordination of performance assessment/KPIs and reporting quarterly
 - Report on Contractor's compliance with S 905 to the *Client*
 - Review and acceptance of the Contractors C31 and C32 programmes

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, 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 PM 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

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 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 the *Consultant*, 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 ECC Scope 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 ECC Scope 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

In particular the Project Manager will be required to:

- before the start of construction work, or thereafter in the case of a proposal for a revision, receive from the Contractor the schedule of risk assessments and method statements for acceptance;

Take reasonable steps to ensure that the persons carrying out risk assessment on behalf of the Contractor are competent for the type of risks, and have adequate resources including time, to properly consider, in an appropriate time, risks identified in the schedule.

Take reasonable steps, for ensuring the effectiveness of method statements as regards language, appropriate detail and quality of briefing arrangements for example by review at progress meetings of risk assessments and method statements to be employed for higher risk or unusual tasks in the coming period.
- Seek a more specialised opinion, about the content of a submission from the Principal Designer, *Client* Project Manager and/or ncpsms safety advisor or safety, health and environment manager as appropriate.
- Ensure that the Contractor completes, updates and holds on behalf of the *Client*, the schedule of risk assessments and method statements.

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 PM will need to ensure that any instructions from the Principal Designer are properly administered

6.3 Specifications or standards to be used

In managing the contract, the ECC PM & Service Manager (dependent on contract administered) and Contractor should make full use of the *Client* 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 / PSC Scope [*Client* document ref 412_13_SD03]
- Project Manager's / Service Managers Instruction [*Client's* Contract Management system]
- Contractor's or Consultants Technical Query [*Client's* Contract Management system]
- Weekly Site Record [*Client* document ref 413_13_SD14]
- Early Warning [*Client's* Contract Management system]
- Compensation Event [*Client's* Contract Management system]

The ECC PM / SM is to make full use of the *Client's* web based project collaboration tool. Whenever practical all contract records are to be distributed and stored using this project collaboration tool.

7 Requirements of the programme

7.1 Programme

The project will start as soon as the contract is in place which we assume be the 25th April 2022.

Construction is due to start in Spring 2023 after service diversion are complete.

Project completion is currently programmed to be Spring 2024 with a year's defect period.

The *Consultant* shall provide a detailed project plan in Microsoft project format meeting all requirements of Cl.31 of the *conditions of contract*. The programme also includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP) relevant to this commission.

The ECC PM shall review the Contractors programme and review the *Consultant's* programme as the PSC Service Manager. The review will take place every month to determine if the programme is accepted or rejected.

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*

8.1 Contract to be administered

The *Client* will provide an electronic copy of the contract to be administered to the ECC PM / Supervisor. This will include the ECC Scope and Site Information / PSC Scope. Other information referred to in the contract will be available on Project Collaboration Tool.

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 *Consultant* 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.

8.10 Quality

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

Please detail any other requirements of the Quality Pan.

Appendices

Appendix 1 Minimum technical requirements V12

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 suppliers

Environment Agency NEC4 professional services contracts (PSC) and Engineering and Construction contract (NEC) PM Scope

Project / contract information

Project name	Greyfriars Community FRMS
Project SOP reference	ENV0004019C
Contract reference	35938
Date	15/03/22
Version number	1.1
Author	

Revision history

Revision date	Summary of changes	Version number
	First issue	1.1

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
LIT 13258	Minimum Technical Requirements	V12	Dec 2021

1 Objectives of the project (project outcomes)

Objective

The objective of this contract is to be the named Project Manager/ service manager to administer the following contracts:

1. NEC4 PSC contract with Jacksons Civil Engineering, Early Supplier Engagement option E
2. NEC4 PSC contract with Arup on the CDF design contract option C
3. NEC4 ECC contract with Jacksons Civil Engineering option C

Outcome Specification

Greyfriars Community is situated on the left bank of the River Wye near the heart of Hereford, Herefordshire. The community of concern comprises Greyfriars Avenue, Wye Terrace, Bridge Street, Gwynne Street and Palace Yard. The community is mainly residential with some commercial properties. A large open low-lying field lies to the west of Greyfriars Avenue. Currently there are no existing Environment Agency operated flood defence assets in Greyfriars although there is a flood warning service.

The Greyfriars Community has been impacted by a series of historical flood events. The Greyfriars Community experienced significant flooding over the winter of 2019/2020. During this period significant consecutive storm events were experienced, which led to some of highest levels recorded along the River Wye. In October 2019, the River Wye reached its highest levels in 20years, with residents requiring evacuation. In February 2020, as a result of consecutive storm events, storm Ciara and storm Dennis, the River Wye over topped its banks and inundated the Greyfriars Community. The River Wye gauge at the Wye Bridge recorded a peak level of 6.11m on 17 February 2020, this being the highest on record with 45 properties reported to be internally flooded. Observed water levels exceeded the 100year modelled event by 0.2m. Residents experienced further flooding in January 2021 where 61 properties were reported to have been impacted internally.

The Arup PSC contract is responsible for:

- Arup is responsible for drafting the OBC in accordance with Defra Project Appraisal Guidance
- Producing AFC design and all associated documentation for all 3 sites and have been issued PMI001 and PMI002 which clarifies the clients design requirements.
- Arup is to adopt the continuous assurance process for each site and submit designs at 30%, 80% 100% and AFC for Employer 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.
- Arup is required to carry out all necessary investigations, enquiries, assessments and obtain all necessary permits and permissions. The Consultant is to assume that the permanent works require planning permission.
- Arup is to make provision for these design works in the next submission of the clause 32 programme.
- Arup are responsible to gaining any Section 278 agreements required for the works and planning permission.
- Arup is responsible for the Full business case.
- 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 JCE PSC ESE contract is responsible for:

- Early supplier engagement contract to support with the buildability of the designs.
- Engaging the supply chain
- Starting the pricing process to support the Full business case development
- Temporary works input and design
- Precondition survey, service surveys, 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 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 JCE 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
- Producing all O&M manuals, RAMS, QITP's, health and safety file, mark ups for as built drawings.
- Closing out any relevant permissions.
- 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 Arup
- 2 The Contractor is Jacksons Civil Engineering
- 3 The Supervisor has not yet been procured
- 4 The Contractor will be appointed using the NEC4 Engineering and Construction Contract option C.
- 5 Cost management TBC
- 6 Principal Designer is TBC
- 7 BIM Information Manager Gosia Clements (Environment Agency)
- 8 The Environmental Clerk of Works is not yet procured

3 Consultant provides the services

ECC PM/ PSC Service manager

- 1 To attend all the progressive assurance reviews of the designs at 30%, 80%, 100%, AFC.
- 2 The Project Manager to input into the construction Scope for the NEC 4 ECC contract attend pricing strategy meeting and price negotiation meetings and reviews of the scope.
- 3 Attend weekly progress meeting and weekly design meeting.
- 4 Managing notifications and timely communication of assessments and reports, utilising the *Client's* prescribed tools including FastDraft.
- 5 Acting as a risk facilitator to compile risk registers and valuing risks using the *Client's* standard templates
- 6 Carry out the duties of Service Manager as required by the *Client's* NEC4 Professional Service Contract. The Service Manager is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project.
- 7 The Service Manager is to carry out their duties strictly in accordance with the *Client's* version of the PSC. This is particularly important when dealing with Early Warnings and Compensation Events.

- 8 Carry out the duties of Project Manager as required by the *Client's* NEC4 Engineering and Construction Contract. The ECC PM is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project.
- 9 The ECC PM is to carry out their duties strictly in accordance with the *Client's* version of the ECC. This is particularly important when dealing with Early Warnings and Compensation Events.
- 10 If the ECC PM believes it is necessary to act other than strictly in accordance with the Contract they must seek and obtain written confirmation in advance from the *Client's* project manager and project executive.
- 11 The ECC PM is to report monthly on the tasks they have undertaken and time to be charged for that month and provide a forecast of the final cost for their services all as detailed in the *Client's* NEC4 Professional Services Contract.
- 12 During construction of the works the ECC PM is to chair all contract progress meetings and produce & distribute meeting minutes. For typical meeting agendas see Pre-Start meeting and Progress meeting agenda [413_13_SD13].
- 13 In addition, during the construction period the ECC PM will report monthly on the construction works using the *Client's* Monthly Work Progress Summary (MWPS) [*Client* document ref 413_13_SD15] and Tracker Schedule for Early Warnings & Compensation Events [on Asite NEC4 Manager]. Post-construction this report should be updated when changes (e.g., to costs, forecasts, defect corrections etc) occur.
- 14 Note that the ECC PM needs to discharge the duties they have under the modifications made by the *Client* to the NEC4 ECC including their additional conditions of contract (Z clauses). Some examples are:
 - Certification under the *Client* NEC ECC The target cost figure used should only include Compensation Events that have been implemented.
 - Completion may not be awarded until the Contractor has provided the *Client* with two copies of the H&S File and O&M Manual. Population of the *Client's* latest version of the Project Cost Tool, Carbon Tool and BIM information has been uploaded onto the *Client's* data storage system. These are an absolute requirement of Completion.
- 15 The *Consultant* is also required to provide the following additional services for this project:
 - Lessons learnt meeting & report after completion
 - Update weekly the commercial tracker (listing PMI, NCE, defects, TQ's) and reporting monthly during construction
 - Use Fast draft to certify payments, issue PMI's and respond to CE's
 - Co-ordination of performance assessment/KPIs and reporting quarterly
 - Report on Contractor's compliance with S 905 to the *Client*
 - Review and acceptance of the Contractors C31 and C32 programmes

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, 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 PM 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

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 ECC Scope 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 ECC Scope 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

In particular the Project Manager will be required to:

- before the start of construction work, or thereafter in the case of a proposal for a revision, receive from the Contractor the schedule of risk assessments and method statements for acceptance.

Take reasonable steps to ensure that the persons carrying out risk assessment on behalf of the Contractor are competent for the type of risks, and have adequate resources including time, to properly consider, in an appropriate time, risks identified in the schedule.

Take reasonable steps, for ensuring the effectiveness of method statements as regards language, appropriate detail and quality of briefing arrangements for example by review at progress meetings of risk assessments and method statements to be employed for higher risk or unusual tasks in the coming period.

- Seek a more specialised opinion, about the content of a submission from the Principal Designer, *Client* project manager and/or ncps safety advisor or safety, health and environment manager as appropriate.
- Ensure that the Contractor completes, updates and holds on behalf of the *Client*, the schedule of risk assessments and method statements.

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 PM will need to ensure that any instructions from the Principal Designer are properly administered

6.3 Specifications or standards to be used

In managing the contract the ECC PM and Contractor should make full use of the *Client* 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's* Contract Management system]
- Contractor's Technical Query [*Client's* Contract Management system]
- Weekly Site Record [*Client* document ref 413_13_SD14]
- Early Warning [*Client's* Contract Management system]
- Compensation Event [*Client's* Contract Management system]

The ECC PM is to make full use of the *Client's* web based project collaboration tool. Whenever practical all contract records are to be distributed and stored using this project collaboration tool.

7 Requirements of the programme

7.1 Programme

The project will start as soon as the contract is in place which we assume be the 25th April 2022.

Project completion is currently programmed to be Autumn 2024 with a year's long defect period.

The *Consultant* shall provide a detailed project plan in Microsoft project format meeting all requirements of Cl.31 of the *conditions of contract*. The programme also includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP) relevant to this commission.

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.

The ECC PM shall review the Contractors programme and review the *Consultants* programme as the PSC Service Manager. The review will take place every month to determine if the programme is accepted or rejected.

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 PM / Supervisor. This will include the ECC Scope and Site Information. Other information referred to in the contract will be available on Project Collaboration Tool.

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 *Consultant* 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.

8.10 Quality

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

Please detail any other requirements of the Quality Pan.

Appendices

Appendix 1 Minimum technical requirements V12

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

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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 suppliers

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract information

Project name	Wychall Reservoir
Project SOP reference	ENV0003721C
Contract reference	35938
Date	11.03.2022
Version number	V3
Author	

Revision history

Revision date	Summary of changes	Version number
11.03.2022	Final issue	3

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	Dec 2021

1 Objectives of the project (project outcomes)

Objective

Wychall Reservoir requires works to its spillway in order to satisfy the requirements of the Section 10 report produced by the Panel Engineer. These works are Measures In the Interests of Safety (MIOS).

Outcome Specification

The overall objective of this commission is to deliver the duties of the Project Manager in accordance with the NEC4 ECC Contract.

2 Project team

- 1 The design consultant is **Mott MacDonald**
- 2 The Contractor is **Jackson Civil Engineering**
- 3 The Supervisor is **TBC** from **TBC (employing consultant company)**
- 4 The Contractor will be appointed using the NEC4 Engineering and Construction Contract option **C**.
- 5 Cost management will be provided by the PCM in-house project cost advisor/co-located cost manager **TBC**
- 6 Principal Designer is **Lloyd Edmond**
- 7 BIM Information Manager **Dominika Sterninska (EA Project Manager)**
- 8 The Environmental Clerk of Works is **TBC**

3 Consultant provides the services

ECC PM

- 1 Carry out the duties of Project Manager as required by the *Client's* NEC4 Engineering and Construction Contract. The ECC PM is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project.
- 2 The ECC PM is to carry out their duties strictly in accordance with the *Client's* version of the ECC. This is particularly important when dealing with Early Warnings and Compensation Events.
- 3 If the ECC PM believes it is necessary to act other than strictly in accordance with the Contract they must seek and obtain written confirmation in advance from the *Client's* project manager and project executive.
- 4 The ECC PM is to report monthly on the tasks they have undertaken and time to be charged for that month and provide a forecast of the final cost for their services all as detailed in the *Client's* NEC4 Professional Services Contract (this Contract).

- 5 During construction of the works the ECC PM is to chair all contract progress meetings and produce & distribute meeting minutes. For typical meeting agendas see Pre-Start meeting and Progress meeting agenda [413_13_SD13].
- 6 In addition during the construction period the ECC PM will report monthly on the construction works using the *Client's* Monthly Work Progress Summary (MWPS) [*Client* document ref 413_13_SD15] and Tracker Schedule for Early Warnings & Compensation Events [on FastDraft NEC4 Manager]. Post-construction this report should be updated when changes (e.g. to costs, forecasts, defect corrections etc) occur.
- 7 Note that the ECC PM needs to discharge the duties they have under the modifications made by the *Client* to the NEC4 ECC including their additional conditions of contract (Z clauses). Some examples are:
 - Certification under the *Client* NEC ECC The target cost figure used should only include Compensation Events that have been implemented.
 - Completion may not be awarded until the Contractor has provided the *Client* with two copies of the H&S File and O&M Manual. Population of the *Client's* latest version of the Project Cost Tool, Carbon Tool and BIM information has been uploaded onto the *Client's* data storage system. These are an absolute requirement of Completion.
- 8 The *Consultant* is also required to provide the following additional services for this project:
 - Lessons learnt meeting & report after completion
 - Updating efficiency register and reporting monthly during construction
 - Co-ordination of performance assessment/KPIs and reporting quarterly
 - Report on Contractor's compliance with S 905 to the *Client*

4 Definition of completion and defects

- 1 Completion is only achieved when the Project Manager issues a Final Payment certificate in accordance with Clause 53 of the NEC4 ECC Contract.
- 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 PM 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

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 ECC Scope 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 ECC Scope 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

In particular the Project Manager will be required to:

- before the start of construction work, or thereafter in the case of a proposal for a revision, receive from the Contractor the schedule of risk assessments and method statements for acceptance;

Take reasonable steps to ensure that the persons carrying out risk assessment on behalf of the Contractor are competent for the type of risks, and have adequate resources including time, to properly consider, in an appropriate time, risks identified in the schedule.

Take reasonable steps, for ensuring the effectiveness of method statements as regards language, appropriate detail and quality of briefing arrangements for example by review at progress meetings of risk assessments and method statements to be employed for higher risk or unusual tasks in the coming period.

- Seek a more specialised opinion, about the content of a submission from the Principal Designer, *Client* project manager and/or ncpms safety advisor or safety, health and environment manager as appropriate.

- Ensure that the Contractor completes, updates and holds on behalf of the *Client*, the schedule of risk assessments and method statements.

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 PM will need to ensure that any instructions from the Principal Designer are properly administered

6.3 Specifications or standards to be used

In managing the Contract the ECC PM and Contractor should make full use of the *Client* 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's* Contract Management system]
- Contractor's Technical Query [*Client's* Contract Management system]
- Weekly Site Record [*Client* document ref 413_13_SD14]
- Early Warning [*Client's* Contract Management system]
- Compensation Event [*Client's* Contract Management system]

The ECC PM is to make full use of the *Client's* web based project collaboration tool. Whenever practical all contract records are to be distributed and stored using this project collaboration tool.

7 Requirements of the programme

7.1 Programme

The *Consultant* must adhere to all timescales stipulated by this PSC contract and those activities identified for the Project Manager on the Accepted Programme from the Contractor.

The *Consultant* may use the Contractor's Clause 31/32 programme to fulfil the requirements of Clause 3 of this PSC.

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 PM. This will include the ECC Scope and Site Information. Other information referred to in the contract will be available on Project Collaboration Tool.

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.

8.8 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

8.10 Quality

The *Consultant's* quality management system shall comply with the requirements of ISO9001 and ISO14001.

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

[Redacted Signature]

[Redacted Signature]

Signature Date

Role

Consultant execution

Signed Underhand by [PRINT NAME]

for and on behalf of Mott Macdonald Limited

[Redacted Signature]

[Redacted Signature]

Signature Date

Role