



Framework:	Collaborative Delivery Framework
Supplier:	[REDACTED]
Company Number:	[REDACTED]
Geographical Area:	North West
Project Name:	Burrow Beck Conveyance Improvement Project
Project Number:	[REDACTED]
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	[REDACTED]

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Burrow Beck Conveyance Improvement Project

Project Number [REDACTED]

This contract is made on 18 December 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

Part One - Data provided by the *Client*

**Statements given in
all Contracts**

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main
Option

Option E

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of liability

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

The *Client* is

Short list options selection; and

Address for communications

Address for electronic communications

The *Service Manager* is
Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The *Scope* is in
Bravo

The *partner contract* is

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 <i>key dates</i> and <i>conditions</i> to be met are	
<i>conditions</i> to be met	<i>key date</i>
'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 18 December 2020

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 01 June 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 *expenses* stated by the *Client* are as stated in Schedule 9

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

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance w
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>	£5,000,000 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 <i>Service</i>	£15,000,000 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	£5,000,000	

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is 'to be confirmed'
Address for communications '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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

19.1 The *Client* will from the starting date to the completion date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant*;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager*.

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

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 X10: Information modelling

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

OPTION X18: Limitation of liability

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

£1,000,000

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

£5,000,000

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

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 E

12.90%

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

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)
Address for communication

Address for electronic communications

Name (2)
Address for communications

Address for electronic communications

X10: Information Modelling

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

Contract Execution

Client execution

Signed under hand by for and on behalf of the Environment Agency

[Redacted signature area]

Signature

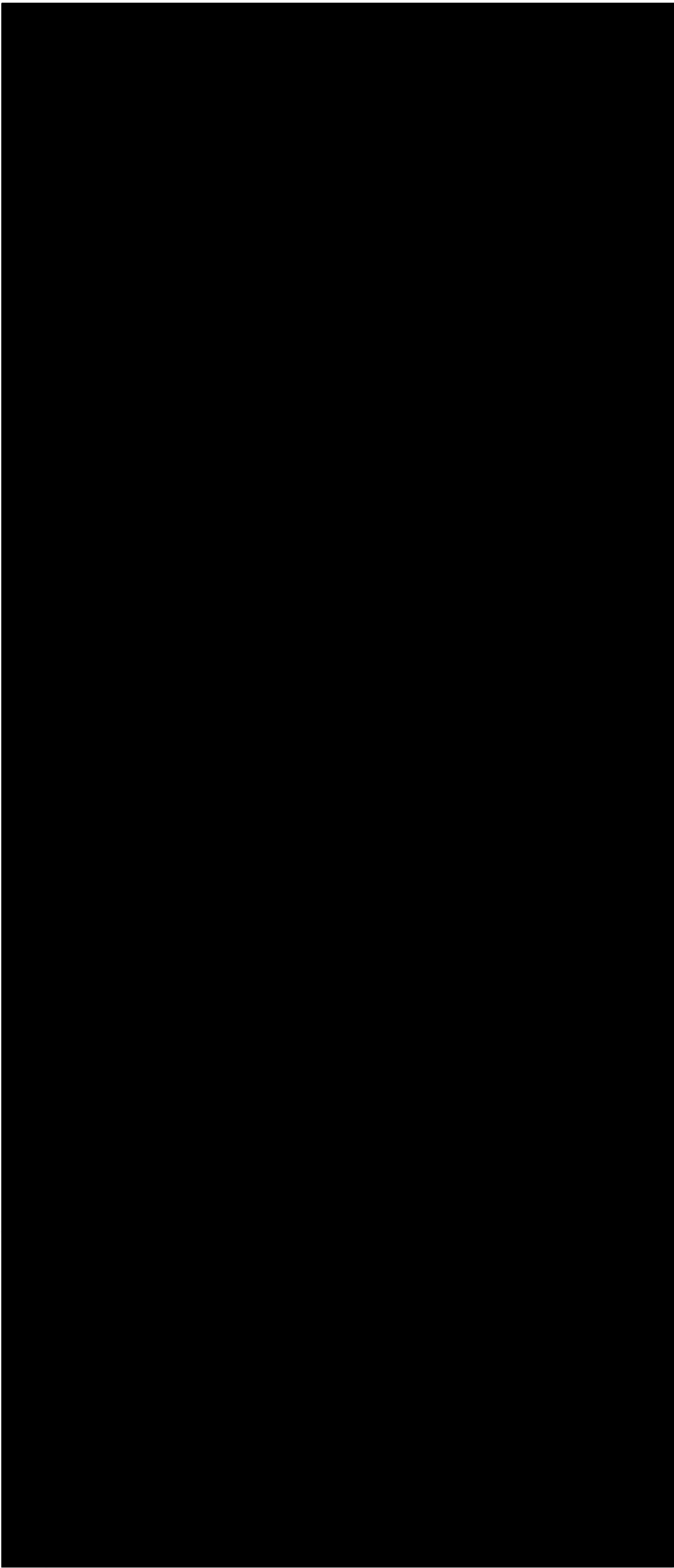
Role

Consultant execution

Consultant execution

Signed under hand by for and on behalf of [Redacted]

[Redacted signature area]



Environment Agency Collaborative Delivery Framework (CDF)

NEC4 Professional Services Contract (PSC)

Scope ESE: to SOC

Project / contract information

Project name	Burrow Beck, Scotforth – Conveyance Improvements
Project reference	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED], [REDACTED]

Revision history

Revision date	Summary of changes	Version number
04/11/20	Draft for discussion	1
06/11/20	Final for issue	2

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict between this Scope and the Minimum Technical Requirements, this Scope shall prevail. The services are to be compliant with the Minimum Technical Requirements.

1 Overview

1.1 Summary

The Environment Agency (EA) have recently obtained funding to further investigate and develop local improvements to reduce flood risk to properties located by Burrow Beck, Scotforth.

Significant flooding occurred on 22 November 2017 which flooded 65 properties, mainly from Burrow Beck, but flooding is highly likely to have had surface water origins too. Work carried out by Jacobs in 2018/2019/2020 identified small scale and localised conveyance improvements that could provide an affordable solution to reduce flood risk to a number of properties. Natural Flood Management (NFM) measures and upstream storage on tributaries will also be considered to reduce flood risk. The local Flood Action Group (FIAG) are keen to see progress with improvements to reduce flood risk.

It is estimated that construction costs will be under [REDACTED]. The *Consultant* shall be mindful of this and plan works to meet this Scope in a proportionate manner recognising the small scale and localised improvements that are envisaged.

The *Consultant* shall provide construction related advice to the Designer [REDACTED] to support the development of the appraisal to reduce flood risk to properties located by Burrow Beck, Scotforth. The *Consultant's* input shall focus on optioneering; buildability; working area and access requirements; methods of working; typical plant requirements and likely movements and impacts; H&S considerations; opportunities to reduce waste and minimise carbon footprint; speed of delivery and construction stage programming; identifying delivery efficiencies and cost savings; and mitigating delivery risks.

In addition, the *Consultant* shall support the *Client* and Designer to develop cost estimates for the short listed options and an outline programme for inclusion in the Strategic Outline Business Case (SOC).

This contract is to be let under the Collaborative Delivery Framework (CDF) and will be compliant with the overarching terms and conditions of this framework.

1.2 Background

The Scotforth, Hala and Bowerham areas of South Lancaster are heavily urbanised and are drained by Burrow Beck with 151 residential and 5 commercial properties being affected in a 1 in 100 year event.

Flooding occurred on 22 November 2017 which was the most significant on record, although there had been several previous more minor events (22 August 2016 and Storm Desmond in 2015). More recent flood events occurred on 4-5 August 2020 and 10-11 August 2020. These most recent events do not follow the trend of other flooding events, as the flooding was isolated to the Lentworth Drive area; previously the onset of flooding has been in the upper reaches of Burrow Beck near Colchester Avenue and Cranwell Avenue. Flooding was driven by a blockage at the footbridge which links Lentworth Drive to Gressingham Drive on 4-5 August, but on the 10-11 August there was no reported blockage. The footbridge was subsequently removed.

The August 2020 flood events at Lentworth Drive have demonstrated that further flood risk management measures are required in this location. There is considerable momentum amongst the Risk Management Authorities (RMAs) / partners to deliver improvements. Lancaster City Council have secured funding to replace the footbridge off Lentworth Drive and another footbridge off Cranwell Avenue. Any remaining funding could be used to construct a

linear defence between Burrow Beck and Lentworth Drive. There is currently a low level sand bag wall wrapped in visqueen acting as a temporary linear defence.

Following recent flood events in August 2020 the political pressure on the EA / partners to carry out intervention works to reduce flood risk is significant.

Flooding upstream of Lentworth Drive remains a concern and the FIAG understand that pursuing conveyance improvements in the short term may be detrimental to future options for upstream flood storage.

Unconsented structures along Canterbury Avenue have been shown to increase flood risk at low return period events and remain a concern also. The Asset Performance team is considering how best to approach the issue. Enforcement could be difficult given the structures pre-date the river being enmained.

1.3 Study Area

The study area centres around the village of Scotforth, near Lancaster (see Figure 1 below).

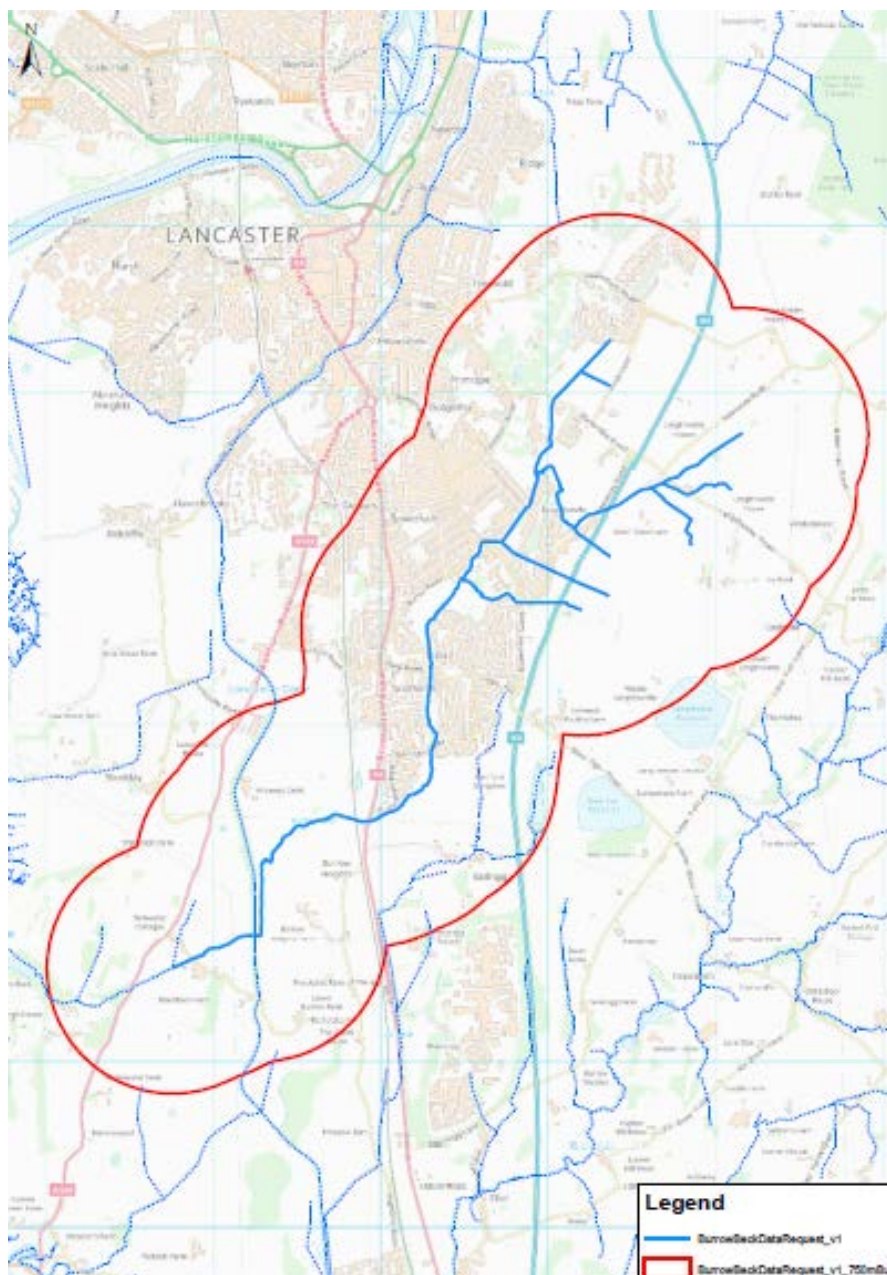


Figure 1: Burrow Beck and 750m buffer zone (red line)

1.4 Objectives

The primary objectives of this contract are:

- to provide optioneering and construction related advice to the Designer [REDACTED] and the *Client* to support the development of the appraisal to reduce flood risk to properties located by Burrow Beck, Scotforth.
- to provide cost estimates to support the optioneering process.
- to provide an outline programme for delivery.
- to identify the best approaches to deliver works as soon as possible.
- to undertake project and contract risk analysis with the Designer and *Client* for use in the SOC.

The tasks required to support delivery of the above objectives are set out in Section 3.

1.5 Opportunities

The *Consultant* is to assist and support the Designer and the *Client* in identifying potential opportunities within the confines of the appraisal options to:

- deliver works on site as soon as possible;
- collaborate with external partners to meet their aspirations and add value, where possible;
- maximise the reuse and / or recycling of materials and reduce the quantity of waste generated by the options;
- reduce the carbon footprint and environmental impact of possible options towards the *Client's* aspirational target to be net carbon zero;
- identify delivery efficiencies and cost savings;
- deliver habitat improvement; and
- secure external contributions or works in kind from external partners.

2 Key Activities and Data

2.1 Key Activities

The *Consultant* is required to provide support to the Designer and *Client* in progressing the scheme through the problem definition stage, concluding at Gateway 1 (SOC submission and approval), including:

- General project management;
- Feasibility of potential options;
- Short list options selection; and
- SOC production.

2.2 Previous Studies

The following studies (see Table 1), provided by the *Client*, may support the delivery of this contract.

Table 1: Previous Studies

Report	Date	Format	Outcomes of study
Surface Water Technical Note - [REDACTED]	14 Jan 2020	pdf	Summarises surface water flooding
Options Appraisal Report - [REDACTED]	28 Jan 2020	pdf	Reviews upstream storage and conveyance options
Long / Short List Options - [REDACTED]	12 Aug 2019	excel	Presents and review options
Environmental Baseline Technical Note - [REDACTED]s	Jan 2020	pdf	Environmental baseline
Baseline Definition - [REDACTED]	02 May 2019	pdf	Presents the baseline scenario
Topographic survey data	2018/2019	various	Extra topo survey data collected during previous works in 2018/2019

2.3 Additional Data Provided by the *Client*

The *Consultant* is to refer to and use the following data (which will be provided by the *Client*) throughout the delivery of this contract.

Table 2: Additional Data

Data	Date	Format
Land registry parcels on Canterbury Avenue	2020	jpeg
Phase I and Phase II Geoenvironmental Assessment for land off Grab Lane – prepared for [REDACTED] by e3p	23/10/2019	pdf
IDP	Oct 2020	Available through Asite

3 Tasks Required

3.1 Project Management

3.1.1 Project management – General

As part of the general project management duties the *Consultant* shall, as a minimum, undertake the following activities:

- i. General project management (including monthly financial reporting summarising spend to date and future forecast spend).
- ii. Attend monthly progress meetings with the *Client* and Designer [REDACTED]. The *Consultant's* Project Manager (or nominated delegate) shall attend each monthly progress meeting with additional technical representation provided on an as needs basis.
- iii. Provide input to the project efficiency register at monthly progress meetings.
- iv. Provide quarterly input into framework performance assessment and implementation of associated actions arising.
- v. Provide input to carbon and sustainability reporting at key project milestones.
- vi. General quality assurance of the deliverables and *services* provided under this contract.

The *Consultant* shall make use of the *Client's* web based project collaboration tools (Asite / Adoddle / FastDraft). Unless otherwise agreed with the *Client* in advance of distribution, all project and contract communications and records are to be distributed and stored using these project collaboration tools.

3.1.2 Project Management – Deliverables

The *Consultant* shall produce:

- Monthly financial updates and forecasts.

3.2 Economic Appraisal

3.2.1 Economic Appraisal – General

The *Consultant* will support the Designer to develop and produce whole life cost estimates inclusive of risk estimations for the short listed options.

3.2.2 Economic Appraisal – Deliverables

The *Consultant* shall produce:

- Option cost estimates (MS Excel table of items format).

3.3 Environmental Assessment

3.3.1 Environmental Assessment – General

The *Consultant* shall review environmental information made available by the Designer and other environmental information provided by the *Client* and account for this in provision of advice and cost estimates. The *Consultant* shall support the Designer in identifying additional work requirements.

The *Consultant* shall visit the site and review the environmental constraints and opportunities.

3.4 Topographic Survey

3.4.1 Topographic – General

The *Consultant* shall review all topographic data available and ensure that this is factored into advice and recommendations made to the *Client* and Designer.

The *Consultant* shall consider available information and identify locations where additional survey data may be required.

3.5 Ground Investigation Survey and Service Search

3.5.1 Ground Investigation Survey and Service Search – General

The *Consultant* shall review existing ground investigation and service search works and ensure that this is factored into advice and recommendations made to the *Client* and Designer.

The *Consultant* shall consider available information and identify locations where additional data may be required to support the short listed options. The *Consultant* shall support the Designer to establish the extent of the non-intrusive buried services survey.

3.6 Option Appraisal Development

3.6.1 Option Appraisal Development – General

The *Consultant* shall assist the project team with the development and determination of the long list and short listed options. This will include identifying key construction risks and mitigation measures.

The *Consultant* shall provide construction related advice.

3.7 Strategic Outline Business Case

3.7.1 Strategic Outline Business Case – General

The *Consultant* shall provide input into the whole life programme and provide work durations to feed into the cost estimating process.

The *Consultant* shall support to the *Client* and Designer to develop a cost estimate for the short listed options for inclusion in the SOC.

3.7.2 Strategic Outline Business Case – Deliverables

The *Consultant* shall provide:

- SOC stage construction programme for the short listed options; and
- SOC stage cost estimate for short listed options.

3.8 Health and Safety

3.8.1 Health and Safety - General

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

The *Consultant* shall assume that this project is notifiable under the CDM 2015 Regulations.

The *Client* shall appoint [REDACTED] as Principal Designer (PD) under the CDM 2015 Regulations.

The *Consultant* shall undertake the role of Principal Contractor under the CDM 2015 Regulations.

The *Consultant* shall liaise with the appointed Principal Designer during the development of the outline design.

At least 7 days in advance of any site visit the *Consultant* must contact the *Client* to assess and understand the existence of any potential hostile sites within the study area.

3.9 Sustainability Targets

3.9.1 Sustainability Targets – General

In developing the short listed options the *Consultant* shall benchmark it against the *Client's* sustainability targets, which include:

- 40% reduction in construction embedded carbon between baseline set at Gateway 1 and actual achieved at Gateway 4. Work towards the *Client's* aspirational target to be net carbon zero.
- Maximise the reuse and / or recycling of materials and reduce the quantity of waste generated by the scheme. Recover reuse or recycle more than 95% of construction waste.
- 100% of timber purchased to be legal and sustainable.
- At least 85% of construction aggregate to be from a recycled source.

The *Consultant* shall support the Designer in producing a carbon footprint estimate for the short listed options using the *Client's* standard templates. The Carbon Calculator / Modelling Tool shall be used and is required for inclusion in the SOC.

4 Standards to be Used

4.1 Health and Safety Standards

Health and Safety is the number one priority of the *Client*. The *Consultant* will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all.

The *Consultant's services* shall be provided in accordance with the requirements of the Environment Agency's Safety, Health, Environment and Wellbeing Code of Practice.

The *Consultant* shall comply with their duties under the CDM Regulations 2015 and they shall proactively engage and co-operate with the Principal Designer.

The Principal Designer for the project is [REDACTED]

4.2 Client Standard Documents

The *Consultant* shall provide the *services* using the *Client's* current guidance this includes but is not limited to the following.

Ref	OI No	Report Name
1	183_05	Data management for Flood Risk Management projects and good data management considerations
2	120_16	Whole Life (Construction) Carbon Planning Tool User Guide
3	300_10_SD10	Buried Service Survey Specification
4		[Sustainability] V6 Manual

5 Constraints on how the *Consultant* Provides the Service

5.1 Constraints

The *Consultant's* Project Manager and relevant project team members must be available to attend all monthly progress meetings. Meetings may be held virtually or in the Scotforth / Preston areas.

The *Consultant's* Project Manager will align input and delivery with [REDACTED] Programme to reach SOC.

The *Consultant* shall maintain the same project team throughout the lifetime of the contract. This is key to promoting collaboration with others and to seek efficiencies in working practices.

6 Requirements of the Programme

6.1 Programme

The *Consultant* provides the Programme in accordance with the contract and in Microsoft Project format (Version 2016).

The *Consultant's* Programme should be compatible with the *Client's* whole life programme for the overall project.

The *Consultant* shall ensure that the Programme includes appropriate time allowances for internal quality assurances and review of all deliverables prior to issue to the *Client*.

The *Consultant* shall allow the *Client* a two week period to review each of the deliverables and this should be reflected in the Programme.

7 Services and Other Things Provided by the *Client*

7.1 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 intellectual property of the *Client*.

7.2 Data Custodianship

The data custodian for project deliverables from this contract will be the Area Partnership and Strategic Overview team.

7.3 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 contract.

7.4 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* 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.

7.5 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 contract 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 contract.

7.6 Timesheets

Timesheets as normally utilised by the *Consultant* shall be submitted with applications for payment unless otherwise agreed with the *Client's* Project Manager. Electronic submissions are acceptable.

7.7 Payment Procedure

Payment is subject to the procedure agreed in or under the CDF agreement.

7.8 Quality

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

7.9 BIM Protocol – Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan requires verifying by the *Consultant* unless stated otherwise in Scope (refer to Schedule 19 Clause 4 of the Framework agreement).