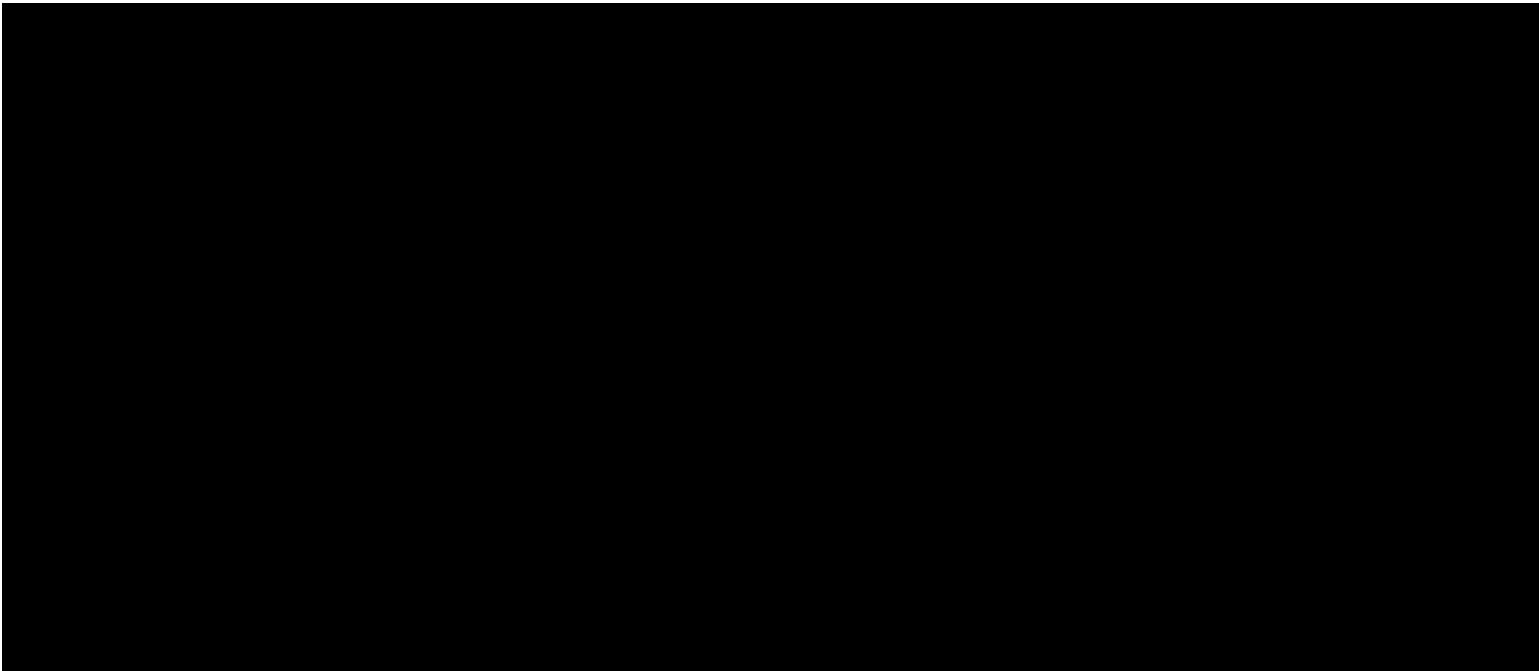


NEC4 professional services contract (PSC)

412_13_SD08



NEC4 professional services contract (PSC)

Overarching Scope

Project / contract information

Project name	Saltfleet to Gibraltar Point - Enhancing Lincolnshire Coast - Coastal Contract Overarching Scope
Project 1B1S reference	
Contract reference	
Date	12 th September 2022
Version number	3.0
Author	

Revision history

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

Document	Document Title	Version No	Issue date
412_13_SD01	LIT_13258 Minimum Technical Requirements	12.0	30/12/2021

[REDACTED]

[REDACTED]

1 Background

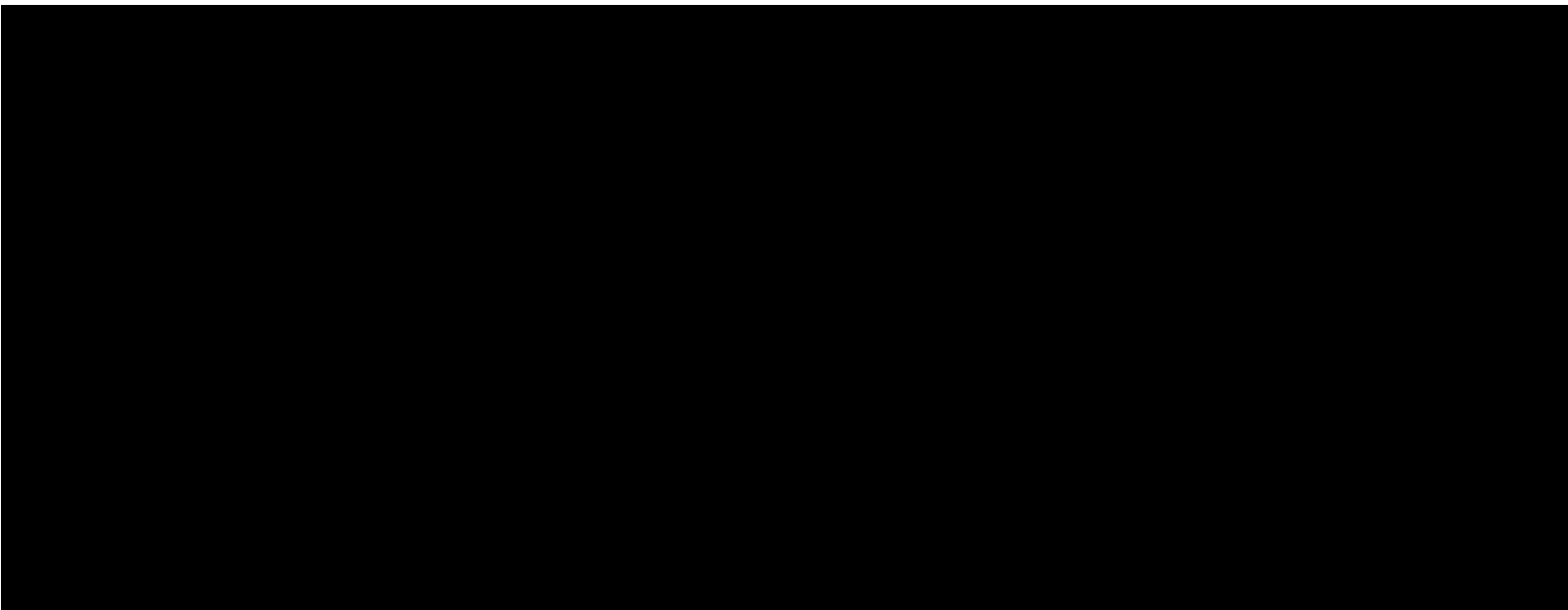
The overall objective of this commission is to support the *Client* in their delivery of flood risk management protection measures and environmental protection or enhancement measures along the Lincolnshire Coast, as part of the Saltfleet to Gibraltar Point Strategy (SGPS) Delivery - Enhancing the Lincolnshire Coast.

The aim of the SGPS is to deliver a transformational solution, in partnership with others, for coastal management and defences on the Lincolnshire coast whilst working with nature to sustain the existing standards, enhance public confidence and reduce environmental impacts. The strategy area extends from Gibraltar Point in the south to Saltfleet in the north along the East Lincolnshire Coast (see Figure 1).

The Strategy also looks to enhance local resilience and reduce the vulnerability of the coastal communities, and the coastal economy, in Lincolnshire to climate change. It aims to do this by:

- 1 - Provide sustainable flood risk management over the 100 year term of the strategy.
- 2 - Mitigate against the risks of and adapt to the challenges of climate change and reduce our carbon footprint.
- 3 - Continue to investigate opportunities to secure the funding required to deliver the strategy.
- 4 - Protect the social, recreational, cultural, agricultural and commercial value of the coastal floodplain.
- 5 - Adapt to future opportunities, challenges and other key issues including tourism as well as environmental, social and economic factors.
- 6 - Support sustainable and resilient development in the coastal floodplain for economic growth

The first phase of works arising from the [REDACTED] began in 2021.



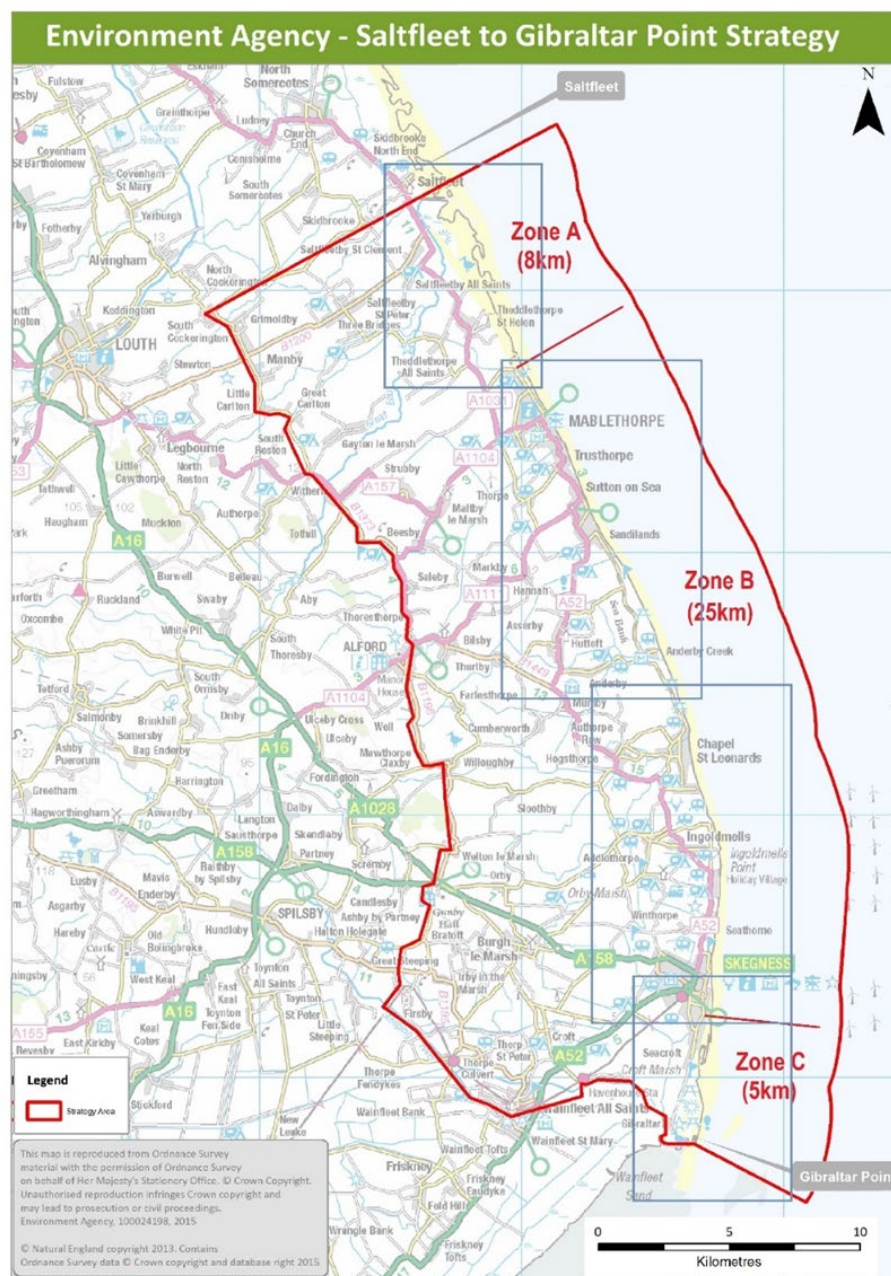


Figure 1: Strategy Area

up to the commencement of the Major Project in 2025. The support is required in relation to the various phases of the project, which are as follows:

- SGP – BM Saltfleet to Gibraltar Point – Beach Management
- SGP – ELC Saltfleet to Gibraltar Point – Enhancing the Lincolnshire Coast
- SGP - CAM Saltfleet to Gibraltar Point – Coastal Asset Management (service restricted to provision of support with the strategy and business case only, specifically excluding procurement and scoping support).
- SGP - CAS Saltfleet to Gibraltar Point – Coastal Adaptation Strategy
- SGP – TBC

This Scope is an overarching document, setting out the four work-types relevant to the *service*, and the general requirements which will be applicable to all work undertaken by the *Consultant*. It is supported by Detailed Scopes that set out the specific deliverables required.

The initial *services* required are for the *Consultant* to:

- undertake economic appraisal, to support the OBC for CAM, which falls within work-type 3. Full details of the scope of this economic appraisal are contained within Detailed Scope 1, version 1.1, dated 12.09.22 (Appendix 2).
- Provide design and planning support for the installation of radar monitoring equipment on the coastline in 6 locations, which falls within work-types 1&2. Full details of the scope of this design support are contained within Detailed Scope 2, version 2.1, dated 27.10.22 (Appendix 3).

Additional *service* requirements will be developed by the *Client* during the life of the contract, and captured within a Detailed Scope, which may be instructed, at the discretion of the *Client*, as a compensation event with a specific Sectional Completion date and Delay Damage value.

2.2 The Work-types:

A summary of the objectives of the four work-types are as follows, with a detailed description in 'Section 3 – The *service*'

The *Consultant* shall deliver the *service* under the following work-types to generate the agreed product or outcome specified within the Detailed Scope:

Work-type 1 - General support and consultancy services et al:

The *Consultant* shall provide: general technical support; review of external products; design co-ordination role; Information Management role; help with engagement; programme coordination; including management of the *service*.

The *Consultant* shall work with the *Client* to provide knowledge and experience to support the general delivery of the current phase and manage their team. *Consultant* attendance at Project Board Meetings as Senior Supplier and at Senior Management Meetings will be required over

and above standard progress meeting and reporting needs. Furthermore, review of external products, design co-ordination role, Information Management role, help with engagement and programme coordination shall be covered under this activity.

Work-type 2 - Supporting Asset Information Requirement (AIR) and Asset Management:

The *Consultant* supporting Asset Information Requirement (AIR) and Asset Management through: evidence capture; site investigations; options appraisal; design and construction support with regards existing assets.

The *Consultant* shall work with the *Client* and the contractor to provide full technical support to manage the flood defence assets (for example: sand dunes; the beach and hard structures) for any locations/sites along the Lincolnshire coastal frontage. This includes determining the most appropriate method of capturing the asset information, through the design and specification of investigations, studies, monitoring or similar, as well as executing those methods and providing analysis of the results, to inform the Asset Management approach.

Work-type 3 – Supporting Project Information Requirement (PIR):

The *Consultant* shall support Project Information Requirement (PIR) through: activities, products and outcomes needed to deliver the project business cases.

The *Consultant* shall work with the *Client* and others to provide activities, products and the service needed to produce Project Information Requirements (PIRs), in order to support the business cases. The scope and outcome required for each PIR will be jointly prepared and agreed prior to commencing the *service*. It is anticipated that scoping will take only 2 weeks unless otherwise agreed.

Work-type 4 – Specialist marine services:

The *Consultant* shall provide specialist marine services, including detailed services and products with a marine focus.

The *Consultant* shall provide specialist maritime and coastal advisory, technical skills and digital product services to support the understanding of coastal processes and inform the future strategy for management of the coastline. This includes design and optimisation of the beach profile, if required.

3 The service:

An overview of the *service* that the *Consultant* shall provide in relation to each work-type is as follows. Detailed Scopes will be issued by the *Client* with the relevant compensation events.

Each element of work pricing and recovery of costs should be kept separate for audit and management ease, within the *Consultant's* application for payment, unless otherwise agreed with the *Client*.

3.1 Work-type 1 - General support and consultancy services, including management of the service

Consultant project management

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

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

Agreement and management of change.

Attend project review/progress meetings with the *Client* and *Consultant* to agree appropriate standards and any necessary deviations against known guidance and policies.

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

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

Commencement/ Monthly progress/handover meeting attendance and management of *Consultant* actions.

Monthly financial updates and forecasts to meet *Client* deadlines together with the production of checkpoint reports, end stage reports, exception reports (as required), end project report, daily log and other management products in accordance with PRINCE2.

Attend project board, programme board and senior management meetings as required in the capacity of the *Consultant* and senior supplier.

Consultant project manager to be responsible for delivery of *services* and products in line with accepted programme.

Co-operate with the *Client* in the role of the BIM Information Manager, adhering with the *Client's* naming convention and use of the project SharePoint Site and CDE, A-Site.

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

Handover package of project deliverables.

Consultant environmental lead to provide progress and risk reviews in monthly report (if applicable) with the element of service required. The environmental lead is an integrated member of the project team and also attends progress meetings, risk workshops, project board and programme board meetings as above.

On behalf of the *Client*, the *Consultant* may be asked to apply for planning permission, working in watercourse approval and other consents such as land drainage consent, flood defence

consent, listed building consent, Marine Management Licence (as needed) and manage the passage of these approvals (where agreed within the *Consultant's* scope included within the SID. It could be that another supplier is better placed to manage this).

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

All model and survey information (if needed) will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to the *Client's* Data Security Policy. It is expected that once the commission is completed, all the original data sent to the *Consultant*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption.

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

Design philosophy statement, giving design process, standards used and assumptions made to the satisfaction of the *Client*. This should demonstrate compliance with the *Client's* sustainability targets.

Monthly checkpoint report, end stage report, end project report, exception reports (as required) in standard template giving progress against programme, deliverables received and expected and financial summary against programmed.

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

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

3.2 Work-type 2 - Supporting Asset Information Requirement (AIR) and Asset Management:

The *Consultant* shall assess the *Client's* assets and provide an acceptable "do minimum" solution to restore them to their required standard (anticipated to be Condition Grade 3, in accordance with the *Client's* asset assessment manual, unless otherwise stated).

The *Consultant* will undertake the following specific project requirements (where required)

- Participate in site visit(s) with other key members of the project team and the *Client* staff (only if this has not already been completed by others).
- Produce a Delivery Plan Methodology (DPM) report stating, what information is needed (Exchange of Information Requirement (EIR)) to be provided or to be captured (along with likely sources or activities to capture it), list the guidance, ISO, PAS or British Standard being used to deliver the service, data sets, along with your methodology, timescale and resources. This DPM may need to be shared with external parties to obtain their support before the *Consultant* is given the acceptance to move to the next

stage (a minimum of 4 weeks to obtain external support is to be allowed in the *Consultant's* programme)

- Undertake necessary surveys and capture all relevant data within the Site Information Document, when instructed. As part of this process the *Consultant* shall recommend further surveys that could be undertaken to inform future design solutions (for example topographic, ecology and utilities).
- Produce the SID document within 2 weeks of the date of the site visit/ initial instruction
- Provide an initial assessment with options for the rehabilitation of the asset.

Design:

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

- **Limited Design:** based upon sites where little to no design is needed to fix the problem (implement the solution agreed by the *Client* within the SID), this option is to be used where there is a quick “off the shelf” solution. Under this option, whilst no analysis or site specific design is undertaken, the *Consultant* shall ensure that the solution is taken forward with full awareness within the project team of the increased potential for change during construction, as local site conditions are better understood.
- **Standardised Design:** use of standardised profiles and details along with an agreed table of parameters that can be adapted quickly to implement a common approach across numerous sites. Implementation of the solution agreed by the *Client* within the SID. The library of standardised design solutions will increase as more sites are developed across the project team.
- **Detailed Design:** the problem defined within the SID and its solution is specific and considered to require a bespoke solution to fix the damage to bring the asset back to the correct standard.

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

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

The *Consultant* shall produce a design philosophy statement, giving design process, standards used and assumptions made to the satisfaction of the *Client*. This should demonstrate compliance with the *Client's* sustainability targets.

Working with the *Client* and the Early Supplier Engagement (ESE) contractor, the *Consultant* shall be responsible for ensuring the design is acceptable to the *Client*. The *Consultant* shall co-ordinate activities from other members of the project team to ensure associated approvals are in place to enable works to commence in accordance to the agreed programme. The design shall be acceptable to statutory and key stakeholders where required by obtaining a support letter. (Note: a majority of the sites are on *Client* controlled assets, although the *Client*

is not the landowner. Normal consultation will be required but only the *Client* will need to sign-off the designs).

The design solutions must be: buildable (demonstrated by a supporting buildability statement); not pose a risk to people or the environment (demonstrated by a designer's risk assessment and/or a public risk assessment); represent value for money; and be affordable by the *Client* and within the agreed budget. The *Consultant* shall liaise with the contractor or project team to help support safe buildable solutions.

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

When the *Consultant* is asked to complete a full detailed design, sufficient for a contractor to set out and construct the works, then the detailed design should include but is not limited to:

- i. Calculations
- ii. Drawings (including landscape/ ecological design drawings/ planting schedules)
- iii. Environmental Products
- iv. Specifications (including any additional clauses to Environment Agency standard specifications - i.e., Environment Agency NEAS Landscape Specification template)
- v. Design report, including asset schedule, buildability statement and maintenance plan
- vi. Designer's Risk Assessments
- vii. Public Safety Risk Assessments
- viii. Pre-construction information
- ix. Tender documents (where relevant)
- x. Site Information and Scope (within the SID) to support the tender documents.
- xi. Application for consent and other licences or consents required
- xii. Environmental action plan
- xiii. As built drawings

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

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

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

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

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

The *Consultant* shall prepare the scope for the main works contract and tender documents (as appropriate, according to the framework being used). The scope shall not contradict the *Client's* standard documents. If there is a requirement to do so, the *Consultant* shall justify the need and obtain the prior written agreement of the *Client*.

3.3 Work-type 3 - Supporting Project Information Requirement (PIR):

The *Consultant* will undertake the following specific project requirements:

- Attendance at a scoping meeting (that could be a part of a progress meeting)
- Produce a Delivery Plan Methodology (DPM) report stating, what information is needed (Exchange of Information Requirement (EIR)) to be provided or to be captured (along with likely sources or activities to capture it), list the guidance, ISO, PAS or British Standard being used to deliver the service, data sets, along with the methodology, timescale and resources to be used by the *Consultant*. This DPM may need to be shared with external parties to obtain their support before the *Consultant* is given the acceptance to move to the next stage (a minimum of 4 weeks to obtain external support is to be allowed in the *Consultant's* programme)
- Undertake the *services* required and produce the product as instructed within the DPM report.
- Produce monthly progress reports to monitor the product against the agreed date. All documents will be issued to the *Client* for comments prior to finalising the products. The timescale for the *Client* assessment will be confirmed for each element of *service* (a minimum of 4 weeks is to be allowed in the *Consultant's* programme).
- Provide the final product or outcome and use the correct template and labelling for *Client* storage on the project Sharepoint Site.

3.4 Work-type 4 - Specialist marine services

The *Consultant* shall provide specialist maritime and coastal advisory, technical skills and digital product services to support the understanding of coastal processes and inform the future strategy for management of the coastline.

The *Consultant* could be called upon to act as “Designer” under the CMD regulations to support the *Client* with any design changes to the current beach profile and defence design, through designing any asset repairs and refurbishment (for existing asset maintenance).

The *Consultant* shall act as “Designer” for any future potential option assessment for the strategic future of the coastline as required for the business case. These options will need to be developed to a level which sufficiently informs the business case, by enabling cost estimates, programme, methodology, risks and buildability assessments to be considered.

3.5 Exclusions:

The *service* specifically excludes:

- Work relating to the design, procurement or commercial approach for the SGP – CAM phase of the project.
- Detailed Design of a new seawall or realignment of the existing defences.

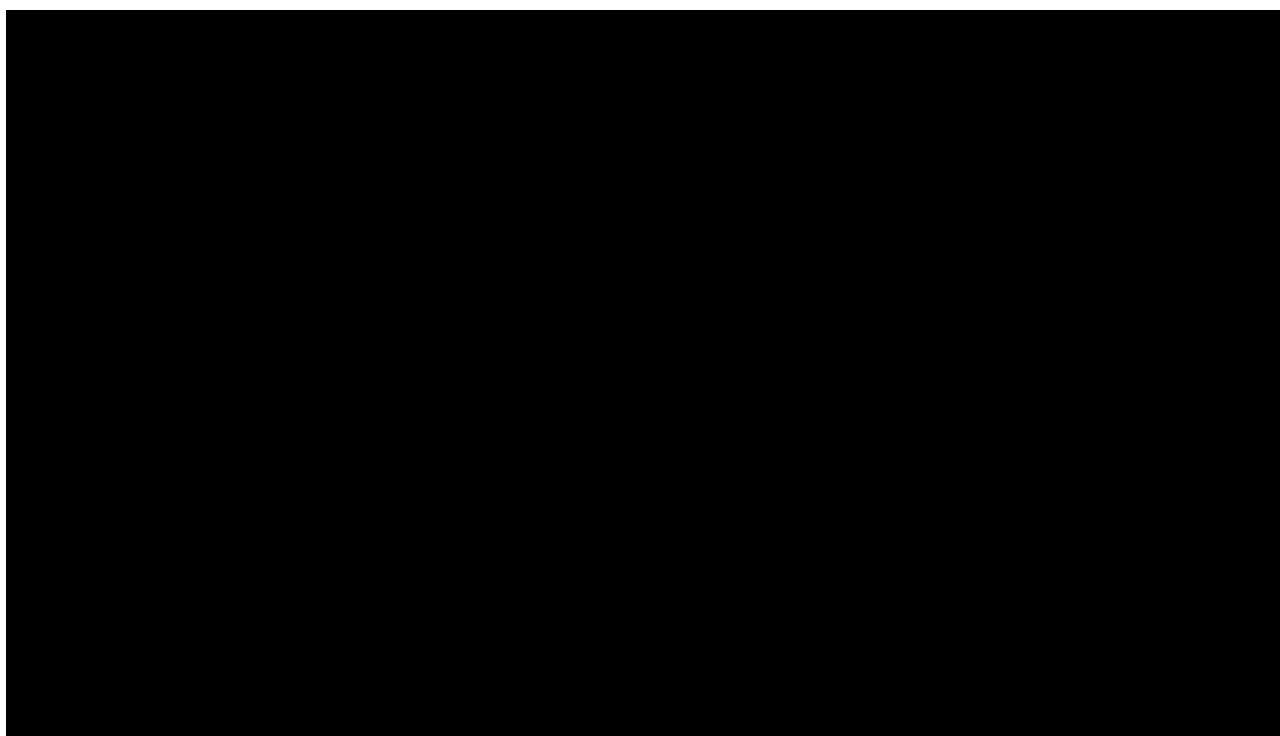
4 Previous studies

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

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

5 Project team

The *Consultant* may be asked to work with other suppliers to deliver the *service*, these include the following:



6 Definition of completion and defects

The following are absolute requirements for Completion to be certified:

- all of the *services* have been provided and accepted by the *Client*.
- Population of the *Client's* latest version of the Project Cost and Carbon Tool, or its successor.
- Transfer to the *Client* of all Products and supporting data and information, BIM data correctly labelled and stored in the correct location within the *Client's* Project SharePoint Site and A-Site. The BIM Information Manager is the *Client* Project Manager or the *Consultant* and will be confirmed as required through the *Client's* PMI. All information and deliverables are to be compliant with PAS 1192-6(2018) and ISO 19650 and named correctly to satisfy the *Client's* EIR and IDP. The *Consultant* shall provide the *Client* will all information that is to be stored within the *Client's* CDE on completion, but is it requested that the *Consultant* uses the Sharepoint site during delivery to allow multiple users to access information.
- Clause 11.2(2) work to be done by the Completion Date has been complied with.

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

Specific constraints will be included within the scope for each activity/ requirement, where relevant.

The *Consultant* is not to delegate their duties or powers without prior written agreement from the *Client*.

The *Consultant* will not be able to access all of the *Client's* IT systems, due to licencing of data and GDPR related matters. The *Consultant* to use the *Client's* SharePoint Site that will allow information to be stored and access by all suppliers contracted to deliver the works. Please note: this is not your Common Data Environment (CDE) that must be kept separately.

8 Standards to be achieved

8.1 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 *services* 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 *services* and not as stand-alone considerations.

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

The *Consultant* shall comply with the *Client's* SHEW Code of Practice (COP) requirements.

The *Consultant* shall comply with the PAS 1192-6(2018) in management of all SHEW information and share all information in accordance with ISO 19650 and the requirements of the *Client*.

8.2 Specifications or standards to be used

- *Client* Contract Management system - FASTDRAFT]
- FCERM Appraisal Guidance (2022)
- HMT Green Book (2020 and latest revision updates, 2022)
- Partnership FCRM GiA Funding Calculator input requirements
- Guide to Developing the Project Business Case (2018)
- MCM Handbook 2021
- Benefits Management Framework
- Activity specific standards will be provided within the activity scope, where relevant

The *Consultant* is to make full use of the *Client's* web-based project collaboration tool. All contract records are to be distributed and stored using this project collaboration tool.

9 Requirements of the programme

9.1 Programme

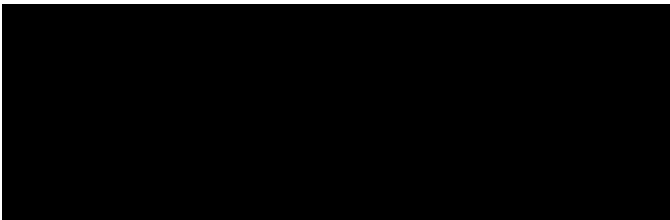
The programme complies with the requirement of Clause 31 and includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP).

The *Consultant* shall work with other suppliers to provide a detailed project programme in Microsoft project format meeting all requirements of Cl.31 of the *conditions of contract*. An initial programme for acceptance shall be provided for the first activity start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline. Additional activities/ requirements shall be added to the programme when instructed.

The programme shall cover all the activities to be undertaken by the *Consultant* and other members of the project team, including all major project milestones and key dates.

The need for sectional completion and key dates will be clearly stated within the Early Warning and associated compensation event for services or product(s) that are on the critical path for delivery of the *service* and the wider project (for example where the *Consultant's* deliverable(s) are needed to be issued to another supplier or required by the *Client* to achieve agreed project deadlines). The *Consultant* shall pro-actively manage the delivery of *service* and ensure that agreed timescale and programme are adhered to. Should deadlines be at risk of not being met, then escalation of the issue needs to be raised through the Contract, and escalated through Project Governance if required, which will initially be *Client's* Project Executive and the *Consultant's* Director.

The programme shall include appropriate review and consultation periods for drafts, scoping



10 Services and other things provided by the *Client*

10.1 Contract to be administered

NA

10.2 Training to be provided by the *Client*

The *Client* will provide access to their web-based Project Collaboration Tool.

10.3 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*.

Licences for LiDAR Data, Ordnance Survey Mapping, model, survey, hydrometric and historical data will be provided to the *Consultant* upon award of this commission.

10.4 Data custodianship

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

10.5 Metadata

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

10.6 Data security

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

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

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

10.7 Timesheets

Timesheets as normally utilised by the *Consultant* shall be submitted with the application for payment, unless otherwise agreed with the *Project Manager*. Electronic submissions would

The *Consultant* shall provide a monthly forecast of defined costs. Defined costs recovered through application for payments will be monitored against the *Consultant's* forecast.

10.8 Payment procedure

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

10.9 Client's Advisors

The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed [REDACTED]
[REDACTED]

[REDACTED] Quality

The *Consultant's* quality management system complies with the requirements of ISO9001, ISO14001 and ISO18,001 or their successors.

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Appendices

Appendix 1 BIM Protocol – Production and Delivery Table

All parties are to comply with the requirements of the CIC BIM protocol – Production and Delivery Table - Pow.bim4.info

Appendix 2 BIM Protocol – Employers Information requirements

1. Standards

The following standard(s) shall apply: _____

2. Parties

2.1 The parties involved in the Project are:

2.2 The role of Information Manager shall be performed by the following person or persons for the following stages:

<i>Stages</i>	<i>Person</i>
_____	_____
_____	_____

3. Employer's Information Requirements

3.1 The Common Data Environment shall be _____

3.2 The Models shall be developed using the following versions of the following software:

3.3 The Models shall be delivered by the persons listed below in the following formats:

<i>Person</i>	<i>File format</i>
_____	_____

3.4 Files and layers shall be named and numbered in accordance with _____

3.5 The following units, annotation, dimensions, abbreviations and symbols shall be used in developing a Model _____

3.6 The following co-ordinate system shall be used _____

3.7 The zoning requirements are as follows _____

3.8 Data drops shall take place in accordance with the [Employer's Information Requirements/Execution Plan]. To the extent that the [Employer's Information Requirements/Execution Plan] requires a particular piece of information to be extracted from a Model in more than one format at any particular Stage, all such formats shall be extracted from the same Model.

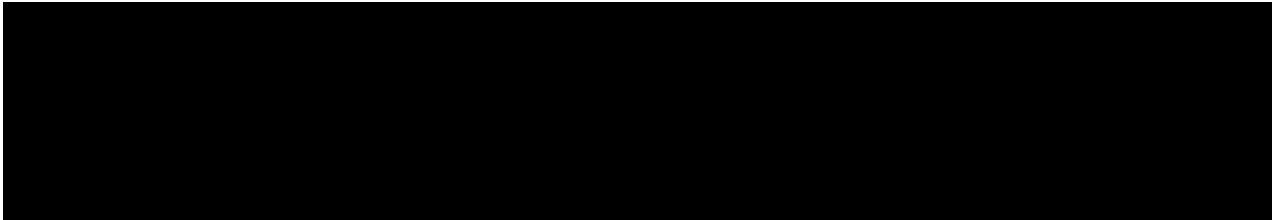
4. Project Procedures

4.1 The following protocols/procedures shall apply to the Project:

- 4.1.1 Spatial Co-ordination protocol;
 - 4.1.2 Model approval/information exchange protocol;
 - 4.1.3 Archiving procedures;
 - 4.1.4 Security requirements and access rights procedures;
 - 4.1.5 [Other]
- 4.2 Resolution of conflicts _____

_____ specify any circumstances in which information extracted from a Model will take precedence over the Model.

This document is executed as a deed and is delivered and takes effect at
the date written at the beginning of it



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

Geographical Area:
Project Name: SFGP ELC - Arup - Overarching Contract
Project Number: [Redacted] [Redacted]

Contract Type: Professional Service Contract
Option: [Redacted]

Contract Number: [Redacted]

Stage: OBC_to_FBC

Revision	Status		Originator		Reviewer		Date

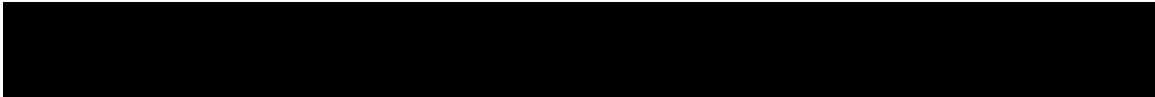
PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name SFGP ELC [REDACTED] - Overarching Contract

Project Number ENV0002058C

This contract is made on 23/12/22
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

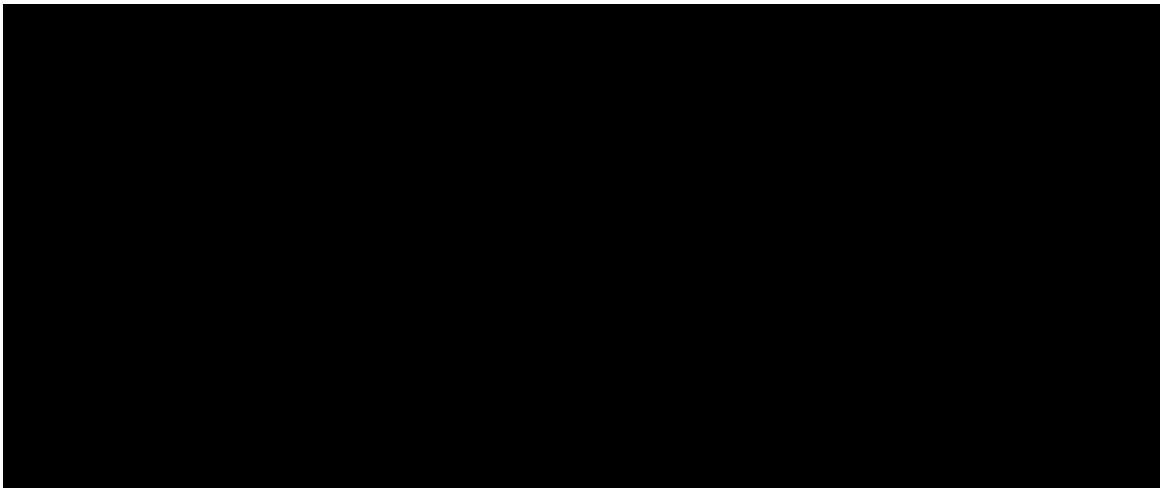
1 General The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main Option	Option C	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X5: Sectional Completion
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X18: Limitation of liability
- X20: Key Performance Indicators
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *service* is Support to the ELC project under four main work-types, initially for benefits review and radar, with other Detailed Scopes to be instructed with sectional completion dates, as required during contract period.



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 12 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The *Consultant's* main responsibilities

The *key dates* and *conditions* to be met are *conditions* to be met

'none set'

'none set'

'none set'

The *Consultant* prepares forecasts of the total Defined Fee and *expenses* at intervals no longer than

3 Time

The *starting date* is

The *Client* provides access to the following persons, places and access

Asite

Sharepoint

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

The *completion date* for the whole of the *service* is

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

4 Quality management

The period after the Contract Date within which the *Consultant* submit a quality policy statement and quality plan is

The period between Completion of the whole of the *service* and the *defects date* is

5 Payment

The *currency*

The *assessment*

The *Client's*

The *expense*

The *interest*

B

The locations charge for the overhead are

If Option C is used

The *Consultant's*

less than

from

greater than

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	DESCRIPTION OF THE EVENT
The <i>Consultant</i> use the skill and experience of the <i>Consultant</i> normally used in the provision of professional services similar to the <i>Service</i>	
Loss of or damage to property or bodily injury to a person (including the <i>Consultant</i>) from or in connection with the <i>Service</i>	
Death of or bodily injury to an employee of the <i>Consultant</i> and in the course of employment with the <i>Consultant</i>	
The <i>Consultant</i> liability to third parties in matters a connection with the contract, or excluded from the contract	

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is

Address for communications

'to be confirmed'

'to be confirmed'

Address for electronic communications

'to be confirmed'

The *Adjudicator nominating body* is

The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.
Delete the text of clause 60.1(12) and replaced by:
The *service* is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

Add the following in second bullet of 11.2 (18) add:
(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of ' :

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans
- Reorganisation of the *Consultant's* project team
- Additional costs or delays incurred due to *Consultant's* failure to comply with published and known guidance or document formats
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors
- Production or preparation of self-promotional material
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service Manager*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant* performance
- Costs associated with rectifications that are due to *Consultant* error or omission
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant's* involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z4 Share on termination

Delete existing clause 93.3 and 93.4 and replace with:

93.3 In the event of termination in respect of a contract relating to services there is no *Consultant's* share'

Z6 The Schedule of Cost Components

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

Z7 Consultant's share

Delete existing clauses 54 and 93.3 and replace with:

54.1 The *Service Manager* assess the *Consultant's* share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided to Date.

The difference is divided into increments falling within each of the *share ranges*. The limits of a share range are the Aggregated Price for Service Provided to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The *Consultant's* share equals the sum of the products of the increment within each share range and the corresponding *Consultant's share percentage*.

54.2 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the *Consultant* is paid its share of the saving. If the Aggregated Price for Service Provided to Date is greater than the Aggregated Total of the Prices, the *Consultant* pays its share of the excess.

54.2A If, prior to Completion of the whole of the service, the Price for Service Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the *Consultant*.

54.3 If, prior to the Completion Date, the Price for Service Provided to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the *Consultant*.

54.4 The *Service Manager* makes a preliminary assessment of the *Consultant's* share at Completion of the Whole of the service using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the services.

54.5 The *Service Manager* makes a final assessment of the *Consultant's* share, using the final Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.3 If there is a termination except if Z4 applies, the *Service Manager* assesses the *Consultant's* share after certifying termination. The assessment uses as the Aggregated Price for Service Provided to Date the sum of

- the total of
- the Defined Cost which the *Consultant* has paid and
- which it is committed to pay for work done before termination

and

- the total of
- the Defined Cost which the *Consultant* or *Contractor* has paid and
- which it is committed to pay

in the *partner contract* before the date the termination certificate is issued under this contract.

The assessment uses as the Aggregated Total of the Prices the sum of

- the total of
- the lump sum price for each activity which has been completed and
- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

and

- the total of
- the lump sum price for each activity which has been completed and
- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

in the *partner contract* before the date the termination certificate is issued under this contract.

Add:

11.2(25) The Aggregated Total of the Prices is sum of

- the total of the Prices and
- the total of the Prices in the *partner contract*

11.2(26) The Aggregated Price for Service Provided to Date is the sum of

- the Price for Service Provided to Date and

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 X5: Sectional Completion

The <i>completion date</i> for each <i>section</i> of the <i>service</i> is		
	<i>section</i>	<i>description</i>
	1	Economic and Non-financial Benefits
	2	Radar Monitoring Project - pre-construction design deliverables
	3	Radar Monitoring Project - construction support

X7 plus X5

Delay damages for each <i>section</i> of the <i>service</i> are		
	<i>section</i>	<i>description</i>
	1	Economic and Non-financial Benefits
	2	Radar Monitoring Project - pre-construction design deliverables
	3	Radar Monitoring Project - construction support

The delay damages for the remainder of the *service* are

OPTION X10: Information modelling

The period after the Contract Date within which the Information Execution Plan for acceptance is to be submitted is

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for information provided is limited to

The *Consultant's* liability to the *Client* for Design Development is limited to

The *end of liability* date is 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 commun

The *fee percentage* is

The

Qualifications
Experience

Name (4)
Job
Responsibilities
Qualifications
Experience

Name (5)
Job
Responsibilities
Qualifications
Experience

Name (6)
Job
Responsibilities
Qualifications
Experience

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

Address for electronic communications

X10: Information Modelling

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

Contract Execution

