

**Highways England Company Limited**

**NEC4 Professional Service Contract**

**(June 2017 with amendments January 2019)**

**Additional Work Order Information**

**Parts 1 and 2**

in relation to a *service* for

**Concrete Roads Design Framework**

June 2020

*[Note – this document is completed for each Work Order. This document must be fully completed. Any guidance notes in red must be followed, then deleted prior to completion. This is information additional to the Contract Data and Scope that exists as part of the Framework Contract]*

**CONTENTS AMENDMENT SHEET**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **AmendNo.** | **Revision No.** | **Amendments** | **Initials** | **Date** |
| 0 | 0 | Framework Tender Issue | SOS | 19/06/20 |
| 1 | 1 | Part 1, Section 8. Insertion of limit of indemnity regarding liability from pollution/ contamination. | DC | 23/07/20 |
|  |  |  |  |  |
|  |  |  |  |  |
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|  |  |  |  |  |
|  |  |  |  |  |

Additional Contract Data

|  |
| --- |
| **PART ONE – DATA PROVIDED BY THE *CLIENT*** |
|  |
| **1 General** |
|  |
| The *Service Manager* is |
| Name |   |
|  |
| Address for communications |   |
|  |
| Address for electronic communications |   |
|  |
| The Affected Property is  |   |
|  |
| The following matters will be included in the Early Warning Register |
|   |
|  |
| **2 The *Consultant’s* main responsibilities** |
|  |
| If the *Client* has identified work which is set to meet a stated *condition* by a *key date* |
| The *key dates* and *conditions* to be met are |   |
|  |
| **3 Time** |
|  |
| The *Client* provides access to the following persons, places and things in |   |
|  |
| The *completion date* for the whole of the *service* is |   |
|  |
| **8 Liabilities and insurance** |
| **Event** | **Minimum amount of cover** |
|  |  |
| The *Consultant’s* failure to use the skill and care normally used by professionals providing services similar to the *service,* limit of indemnity in respect of any one claim and in the annual aggregate, plus two automatic reinstatement of the limit of indemnity. | *[The Client reserves its right to vary the level of insurance under any call off contract requirement under the Framework based upon the insurable risk profile represented by the Client Framework requirement in question. The Client anticipates that the levels of Professional Indemnity Insurance will typically range from a limit of indemnity of £5,000,000 to £10,000,000 and in relevant circumstances a greater amount.]* |
|  |  |
| Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service, limit of indemnity in respect of any one occurrence without limit to the number of occurrences in any annual policy period | *[The Client reserves its right to vary the level of insurance under any call off contract requirement under the Framework based upon the insurable risk profile represented by the Client Framework requirement in question. The Client anticipates that the levels of Third Party Public and Products Liability Insurance will typically range from a limit of indemnity of £5,000,000 to £10,000,000 and in relevant circumstances a greater amount.]* |
|  |
| Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service, limit of indemnity for any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability (to the extent insured by the relevant policy). | *[The Client reserves its right to vary the level of insurance under any call off contract requirement under the Framework based upon the insurable risk profile represented by the Client Framework requirement in question. The Client anticipates that the level of Third Party Public and Products Liability Insurance limit of indemnity arising out of products and pollution or contamination will be £5,000,000, however this may be raised to £10,000,000 or greater and in relevant circumstances.]* |
|  |  |
| **Resolving and avoiding disputes** |
|  |
| The *Senior Representatives* of the *Client* are  |
| Name (1) | *[Highways England Dispute Resolution Lead]* |
|  |
| Address for communications |   |
|  |
| Address for electronic communications |  |
|  |
| Name (2) | *[Senior Representative from Business Area]* |
|  |
| Address for communications |  |
|  |
| Address for electronic communications |  |
|  |

|  |
| --- |
|  |
| **X5: Sectional Completion** |
|  |
| The *starting date, completion date, lump sum fee* and *target* for each section of the *service* are |
| *section* | Description | *starting date* | *completion date* | *target* | *lump sum fee* |
| *1* | *Scheme:**3D Stage:* | *[…]* | *[…]* | *£[…]* | *£[…]* |
| *2* | *Scheme:**3D Stage:* | *[…]* | *[…]* | *£[…]* | *£[…]* |
| *3* | *Scheme:**3D Stage:* | *[…]* | *[…]* | *£[…]* | *£[…]* |
| *4* | *Scheme:**3D Stage:* | *[…]* | *[…]* | *£[…]* | *£[…]* |
| *5* | *Scheme:**3D Stage:* | *[…]* | *[…]* | *£[…]* | *£[…]* |
|  |
| **X12: Multiparty collaboration (not used with Option X20)** |
|  |
| The Schedule of Partners is in |
| *[The ‘CRF Design – Schedule of Partners’ template must be used]* |
|  |
| The Partnering Information is in |
| *[The ‘CRF Design – Partnering Information’ template must be used]* |
|  |
| **Contract Data entries relating to Z Clauses** |
|  |
| **Z150 - X12 Multiparty Collaboration – Package Incentive Mechanism** |
|  |
| The Package Budget is the items as stated in the *programme information* and the total of the amounts stated in the *programme information* relating to the following Schemes |
| Scheme | Budget |
| […] | £[…] |
| […] | £[…] |
| […] | £[…] |
| Total | £[…] |

|  |
| --- |
| **PART TWO – DATA PROVIDED BY THE *CONSULTANT*** |
|  |
| **1 General** |
|  |
| The *Consultant* is |
| Name |   |
|  |
| Address for communications |   |
|  |
| Address for electronic communications |   |
|  |
| The *key persons* are *[Key people must meet the requirements in the key people tab of the quotation information, and have as good or higher qualifications and experience as those submitted in the Quality Statement]* |
| Name (1) |  |
|  |
| Job |  |
|  |
| Responsibilities |  |
|  |
| Qualifications |  |
|  |
| Experience |  |
|  |
| Name (2) |  |
|  |
| Job |  |
|  |
| Responsibilities |  |
|  |
| Qualifications |  |
|  |
| Experience |  |
|  |
| The following matters will be included in the Early Warning Register |
|  |
|  |
| **2 The *Consultant’s* main responsibilities** |
|  |
| The Scope provided by the *Consultant* is in |  |
|  |
| **3 Time** |
|  |
| The programme identified in the Contract Data is |   |
|  |
| **5 Payment** |
|  |
|  | The tendered total of the Prices is | *[This is the forecast Defined Cost of all sections]* |
|  |
| **Resolving and avoiding disputes** |
|  |
| The *Senior Representatives* of the *Consultant* are  |
| Name (1) |   |
|  |
| Address for communications |   |
|  |
| Address for electronic communications |   |
|  |
| Name (2) |   |
|  |
| Address for communications |   |
|  |
| Address for electronic communications |   |
|  |
| **Contract Data entry relating to Data Protection Legislation** |
|  |
| The contact details of the *Consultant’s* Data Protection Officer or Data Protection nominated lead are: |  |
|  |
| **Y(UK)1: Project Bank Account** |
|  |
| The *project bank* is |
|  |
|  |
| *named suppliers* are |
| *[All known Tier 2 and 3 suppliers must be listed as named suppliers]* |
|  |

Additional Scope

|  |
| --- |
| ***CLIENT’S* SCOPE** |
|   |
| **S200 Description of the *service***  |
| **S205 Description of the *service*** |
| S205.2 | The Schemes the *Consultant* is to provide the *service* for, and the relevant 3D Process Stage:[insert Schemes, and 3D Process stages, and relevant duties]For each Scheme in the Works Order, the *Consultant:**[for reconstruction works schemes]** delivers the requirements of 3D stages 0 and 1,
* delivers a preferred solution at the end of stage 1 that achieves the Client’s requirements,
* ensures that the preferred solution at the end of stage 1 is deliverable, affordable and provides value for money when the whole life of the asset is taken into account,
* ensures customer impacts arising during the construction and operation of the asset are considered in the Develop Phase (3D stages 0 and 1),
* ensures that the maximum volumes of materials arising from the site are recycled for use in the Scheme, the wider concrete roads programme or other schemes delivered by the *Client*,
* facilitate, oversee and optimise the transition between the Develop Phase and the Design Phase (3D stages 2, 3 and 4),
* demonstrate continual improvement in both the *service* (including productivity) and value of the Concrete Roads Framework Design,
* works collaboratively with the Reconstruction Works (Recon) Contractor and Others appointed by the *Client* to ensure technical assurance and technical approval activities are undertaken in a timely, efficient and effective manner to achieve the requirements of the delivery programme,
* protect the technical interests of the *Client* in relation to the appointment of Others,
* assure the Recon Contractor is delivering on its quality promises in the Quality Statement, as defined in the Reconstruction Works Framework Contract,
* protects the technical interests of the *Client* at all stages, including assessing the use of departures and assuring all applications for departures from the *Client’s* standards,
* assure any changes in solution as it evolves from the preferred solution through the Design Phase and Delivery Phase (3D stages 5 and 6),
* provide technical support for the Client in agreement of the Recon Contractor price for Delivery Phase,
* undertake the role of supervisor as defined in the NEC4 ECC for the Delivery Phase and
* provide assurance of any other design services required in delivery of the works under the Reconstruction Works Framework Contract.
* [add any additional Work Order specific activities as required]

 *[For lifecycle extension works schemes]** delivers the requirements of 3D stages 0 to 3,
* delivers a preferred solution at the end of stage 1 that achieves the Clients requirements,
* ensures that the preferred solution at the end of stage 1 is deliverable, affordable and provides value for money when the whole life of the asset is taken into account,
* develops the preferred solution through 3D stage 1 and 2 to provide a design that is deliverable, affordable and provides value for money when the whole life of the asset is taken into account,
* prepares the specification for technical surveys and testing required to support the design and assures the outputs of these prior to use in the design,
* ensures customer impacts arising during the construction and operation of the asset are considered in the Develop Phase (3D stages 0 and 1),
* ensures that the maximum volumes of materials arising from the site are recycled for use in the Scheme, the wider concrete roads programme or other schemes delivered by the *Client*,
* facilitate, oversee and optimise the transition between the Design Phase (3D stages 2, 3 and 4) and the Deliver Phase (3D stages 5 and 6),
* demonstrate continual improvement in both the *service* (including productivity) and value of the Concrete Roads Framework Design Services,
* works collaboratively with the Lifecycle Extension Works (LEW) Contractor and Others appointed by the *Client* to ensure technical assurance and technical approval activities are undertaken in a timely, efficient and effective manner to achieve the requirements of the delivery programme,
* protect the technical interests of the *Client* in relation to the appointment of Others,
* assure the LEW Contractor is delivering on its quality promises in the Quality Statement, as defined in the Lifecycle Extension Works Framework Contract,
* assures any changes in solution as it evolves from the preferred solution through the Design Phase and Delivery Phase,
* provide technical support for the Client in agreement of the Recon Contractor price for Delivery Phase (3D stages 5 and 6),
* undertake the role of supervisor as defined in the NEC4 ECC for the Delivery Phase and
* provides design support during the Delivery Phase
* [add any additional Work Order specific activities as required].

Additional work as instructed by the *Service Manager** provide the role of project manager as defined in the NEC4 ECC for the Delivery Phase,
* design and supervision of Small works
* Programme level support
* integrating work related to another Client scheme
* [add any additional Work Order specific activities as required].
 |
| 1. **Existing information**
 |
| **S305 Existing Information** |
| S305.1 | *[List existing information which is relevant to the service. The information itself might be best provided by inclusion of appendices to the Scope. The listed documents should include details for each document stating the author, the unique reference number, date & revision.**If part of service is to develop this information, that should be stated in S200.]* |
| 1. **Specifications and standards**
 |
| **S405 Specifications and standards** |
| S405.1 | *[Insert any additional specifications and standard relevant to the Works Order that are not included in the PSC Scope]*  |
| **S500 Constraints on how the *Consultant* is to Provide the Service** |
| **S520 Interfaces with third parties**  |
| S520.1 | The *Consultant* collaborates with the *Client* and any *Others* as directed by the *Client* to meet the Scheme objectives.*[Clearly set out the Client’s requirements in relation to the management of interfaces with third parties who are not directly involved in the service or the same project for which the service relates to.* *State requirements for communicating with third parties including whether such liaison and communication is conducted through the Client or directly with the third party. For example, communication with a statutory authority.]* |
| **S525 Co-ordination and co-operation** |
| S525.1 | The *Consultant* cooperates with the following organisations:*[Identify the organisations and set out details of the work the organisations are to do, and any special requirements or other conditions agreed with them.]**Identify known information requirements, for the Consultant to obtain from Others or provide to Others, and timing.]* |
| S525.2 | *[State any project specific requirements for, and constraints with regard to, the Consultant co-operating. If there are none state “Not Used”.]*  |
| S525.3 | *[State any additional specific requirements and constraints for co-ordination. If there are none state “Not Used”.]* |
| **S530 Submission procedures** |
| S530.1 | *[State any requirements and procedures for submitting deliverables. State any acceptance criteria for any deliverables with the Service Manager is required to accept.**If there are none state “Not Used”.]* |
| **S545 Health and Safety** |
| S545.1 | *[State any requirement for the Consultant to be principal designer (as defined by CDM Regulations 2015 (see link in Annex 02)) for services in the Work Order other than Schemes]* |
| **S560 Form of retained documents** |
| S560.1 | *[Set out format for each deliverable and where appropriate, timeframes.]**[State full details of what is required for take over. Consider including the following:** *as built drawings,*
* *operations and maintenance manuals and*
* *compliant asset datasets.*

*Include details of when these are required and the format for submission (if not already specified elsewhere). Note that asset inventory and as-built data is required to be uploaded to the Client’s relevant Integrated Asset Management system (or other system specified by the Client) as listed in Annex 09.**Specify which 3D products are required and when.]* |
| **S700 Timing, programme and Completion** |
| **S715 Sequence & timing** |
| S715.1 | *[State any requirements & constraints on the sequence & timing of the service, in addition to the Completion Date(s) & any key Dates set out in the Contract Data.**State the timing of when deliverables need to be submitted.]*  |
| **S1400 Information modelling (Option X10)**  |
| Production of Project Information by the *Consultant* |
| S1405.1 | *[State any additional specific requirements and constraints for Information Model Requirements, which are not covered by other sections.]**[Update the following section as appropriate to ensure that it complies with current requirements. Note that this section contemplates a design/build contract and needs amendment where the Client engages separate suppliers to undertake design and construction.]* |
| S1405.2 | *[The Consultant develops its design(s) as a complete Information Model. The Consultant hosts the Information Model on the Common Data Environment.]* |
| S1405.3 | *[The Consultant uses the verified Composite Graphical Model for the purpose of:**delivering the Asset Information Model (refer to the Information Model Requirements & Asset Data Management Manual,**Site utilisation planning,**3D co-ordination,**design reviews,**phase planning and programme management (4D),**cost interrogation and earned value analysis (5D),**safety improvement and communications,**risk management and**sustainability.]* |
| S1405.4 | *[For LEW Work Orders only**At Completion, the Consultant submits a complete “as constructed” Composite Graphical Model, and “as built” drawing definitions and reports.]* |