

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	River Severn adaptation pathway pilot: inception
Project 1B1S reference	
Contract reference	
Date	
Version number	
Author	

Revision history

Revision date	Summary of changes	Version number
22/11/22	Draft	1.1
15/12/22	Final	1.1
24/01/22	Revised Final	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, this Scope shall prevail. The *services* are to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
LIT13258	Minimum Technical Requirements	LIT 13258 - Minimum Technical Requirements	30.12.2021

Details of the services

1 Overview

Adaptation approaches are a core part of the National Flood and Coastal Erosion Risk Management (FCERM) Strategy and critical to ensuring we create a nation that is more resilient to flooding and coastal change and can adapt to a changing and uncertain climate. The River Severn Catchment adaptation pathways pilot (APP) is one of four pilot innovation projects that has been approved to facilitate learning in adaptation pathways.

The Adaptation Pathways Innovation Programme Level Objectives

The programme level objectives are

- By March 2027, plans will be in place for implementing the adaptation pathway approach in each location.
- Before March 2027, the programme will have identified common challenges, as well as challenges that are more location specific to implementing adaptation pathways in places
- Before March 2027, the four adaptation pathway locations will have identified potential solutions and ways of working to support the development and implementation of adaptation pathways elsewhere. The learning will feed directly into the development of national resources (e.g. guidance, tools) for integrating adaptation into FCERM approaches across the Environment Agency (*Client*), risk management authorities and other partners.
- Before 2027, the four adaptation pathway locations will provide an evidence base on the costs and benefits of implementing an adaptation approach to FCERM, identify areas of uncertainty and demonstrate how different context and geographies should shape the approach.

This Scope has been developed to deliver an inception phase for the River Severn Catchment adaptation pathway pilot. The inception phase will shape the thinking to allow the main phase adaptation pathway pilot to proceed. The *Consultant* shall complete the draft report by 31 March 2023, and the final inception report by 31 May 2023.

The *Client* recognises that work to deliver this Scope has been undertaken prior to the commencement date stated in the contract data. The *Consultant* is to apply for reimbursement of any of these hitherto unpaid pre-commencement date *services* within the first application for payment only, and clearly indicate which items they relate to.

2 Objectives of the “inception”

The problem to be resolved:

Several FCERM strategies have been produced over the last twenty years in the Severn Catchment, including the 2006 Fluvial Severn Strategy, 2009 Catchment Flood Management Plan (CFMP) for the Severn and Wye, and Flood Risk Management Plans (FRMPs) (the second cycle currently following a consultation period). The FRMPs subsumed the ethos of the CFMPs (i.e., the long-term plans), yet these are updated on a six-year cycle and tend to focus on shorter-term tactical actions relating to areas of designated high flood risk. In light of increasingly improving information on the risks of climate change to the River Severn Catchment, it is apparent that a longer-term strategic fluvial plan to 2100 is required, to ensure these long-term risks are not lost from decisions regarding catchment management. The aim of the APP is to enable a shift to a more holistic and integrated approach to water management and climate risk in the Severn Catchment, which will allow the catchment to prosper through sustainable development that balances economic, environmental, and social factors.

The scale and dispersion of flood risk within the catchment necessitates an inception phase to explore approaches and techniques to ultimately implement this plan. The inception phase will thus allow the *Client* to better understand a potential template for adaptation pathways (APs) to reduce fluvial flood risk in the face of climate change and consider low carbon solutions in the move to net zero.

The inception phase of the River Severn adaptation pathway pilot (APP) aims to clarify the pilot project's boundaries through identifying output formats, the scale of resolution of analysis, and potential tools to determine pathways and interventions for future FCERM project planning phases. The inception phase will establish a programme and key milestones, deliverables, and a detailed cost breakdown of the pilot project.

The objective of this inception phase is to set out potential methods of planning, delivery, monitoring and evaluation of adaptation planning for the River Severn catchment. This inception phase is required to outline a route for the main phase study to proceed, cataloguing available datasets and outlining any data gaps or quality issues that may introduce risk into the main study. It shall outline the possible ways of delivering adaptation pathways in the Severn Catchment (given the scale of the geography) and the resolution that the adaptation pathways need to be completed to allowing for full catchment coverage in England, while being a useful product to inform interventions that can be appropriately taken forward to better manage flood risk in the face of climate change.

In summary, this inception is to be carried out to deliver the following key objectives:

1. Develop thinking about how to determine an adaptation pathway. For example, what are the evidence gaps? How should thresholds for adaptation planning be selected and triggers for action determined?
2. Provide advice and innovative thought on how to engage with stakeholders to embed adaptation planning within FCERM management to assist the *Client* shape the pilot.
3. Develop a draft example adaptation pathway, for example on the Severn Valley Water Management project area.
4. Develop the scope for the main phase of the adaptation pathway pilot.

The *Services* required to meet these objectives is further clarified in the deliverables section of this Scope.

The strategic vision of the River Severn adaptation pathway pilot (APP) is to establish a river asset-based risk management programming methodology through to 2100. This programme will establish an adaptive approach to flood risk management that will incorporate adaptation pathway thresholds and triggers for actions. The APP will provide improved and longer-term management relative to the existing flood management plans, which tend to focus on shorter-term tactical actions related to high-risk areas.

Due to the scale of the Severn Catchment, this inception phase should explore the application and approach of adaptation pathway planning, and how this could be carried out in the catchment identified in Figure 1:

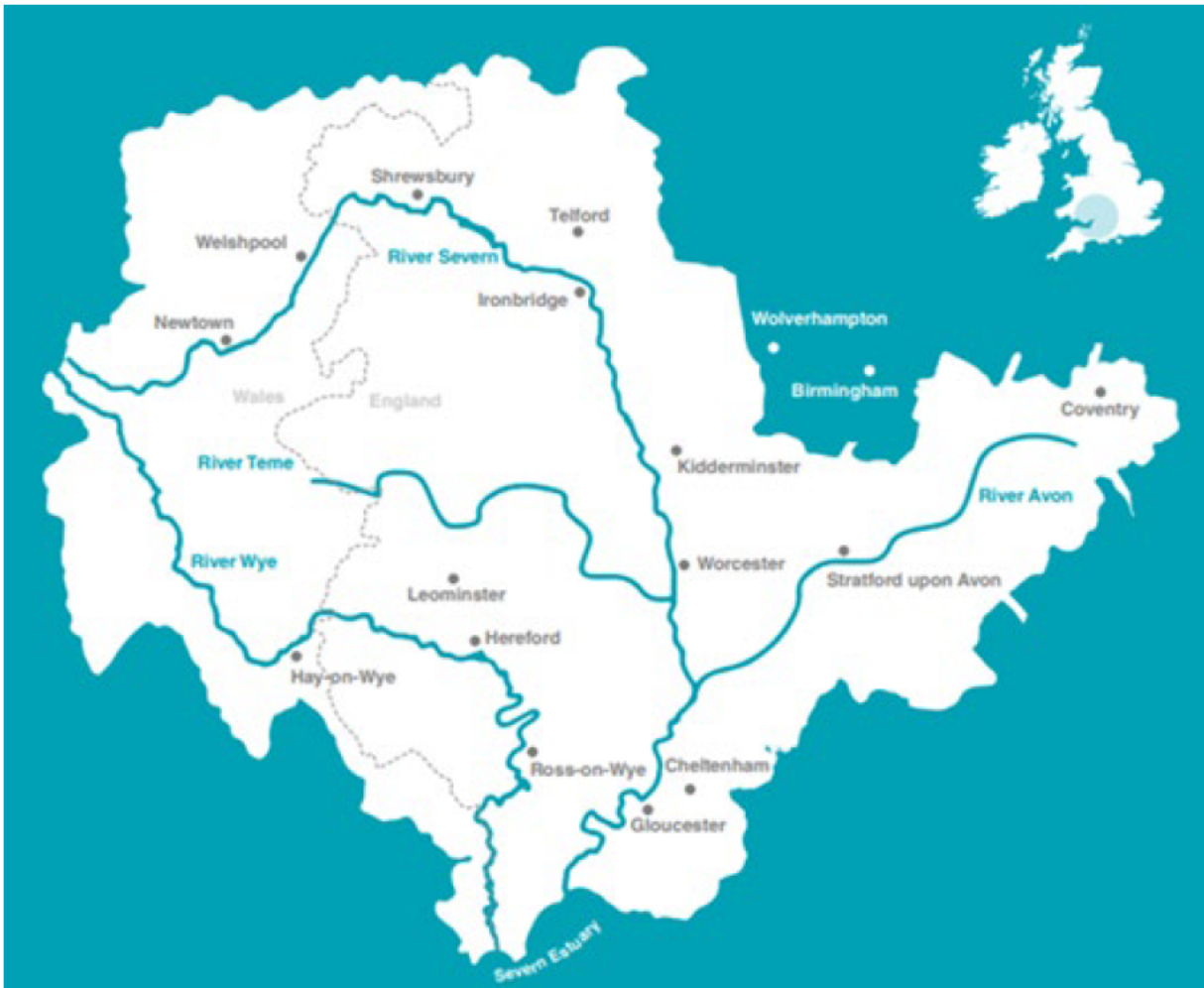


Figure 1: River Severn Catchment

The work will need to be cognisant of other *Client* APP projects, in particular the Discovery Phase for Yorkshire and Humber Adaptation Pathways which is outside this commission. Table 1 below shows the key themes of the Yorkshire and Humber projects Discovery Phase and River Severn’s inception phase compared. Table 1 demonstrates where the *Consultant* should share and align thinking and where the *Client* requires independent thought to ensure that the innovative thinking about adaptation pathways is fully explored and tested, in order to maximise the learning for the [REDACTED]

[REDACTED]		
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

Yorkshire & Humber Activity
Collaboration Tool
Adaptation Pathway Framework
Modelling, Data and Evidence
Monitoring and Evaluation Strategy
Agile Learning and Sharing

Table 1: Yorkshire and Humber Disco

This inception phase is to assist the *Client's* West Midlands team to understand what the development of an APP process will require of the *Client* in terms of cost, time, and resources.

3 Outcome Specification

Required outcomes of the work:

For the inception phase there are to be two virtual workshops. The *Consultant* shall organise and facilitate these workshops working alongside the *Client's* West Midlands team setting the framework for the adaptative pathway pilot. Potential general topics to be considered for the inception phase and discussed during the virtual workshops, but not limited to:

- Geography, should the catchment be divided into sub-catchment areas?
- Potential outputs to allow the delivery of adaptation pathway planning?
- Innovation, for example visualisation/Geographic Information Systems mapping?
- Understanding the milestones and decision points for adaptation planning, monitored by triggers and thresholds that could be set?
- Understanding the accountability of adaptation pathways (APs)? For example, the ownership and the governance of adaptation pathway triggers and thresholds.
- Working with the *Client's* engagement consultant's and internal engagement team to outline engagement principles. External engagement consultants, if required, will be procured outside this contract
- The resources required to deliver an AP.

Integrating with other AP programmes to share learning.

The required outcome is an inception report that sets out methods of adaptation planning suitable for the River Severn catchment on a basis of time, cost and resources required.

The inception report headings should include the following:

- a) Purpose of inception
- b) Data Availability
 - a. Gaps, Risks

- c) Approaches to adaptation pathway planning
 - a. Options, Strengths, Risks, Preferred
- d) Adaptation planning scale, resolution & geography
 - a. Options, Strengths, Risks, Preferred
- e) Digital solution for interrogation of and communicating the determined adaptation pathways
- f) Proposed identification of thresholds for decisions and triggers for action acknowledging that an adaptation pathway will not have been agreed.
- g) Likewise, proposed monitoring thresholds for decisions and triggers for action acknowledging that an adaptation pathway will not have been agreed.
- h) Economics of adaptation pathways
- i) Economics of proposed interventions
- j) Main phase project programme
- k) Main phase project cost breakdown
- l) Recommended way forward
- m) Appendix – main phase project study template

The *Consultant* is to consider the *Client's* Full Business Case for the River Severn Catchment's approach to adaptation pathway planning and determine through the production of an inception phase report:

- The output unit areas of the adaptation pathways in the Severn and identify how those output unit areas contribute to the holistic management of the Severn.
- The data needs of adaptation pathway planning based on existing data availability, highlighting any gaps that could introduce risks into the project.
- How the adaptation pathways will be displayed and interrogated via a simple digital solution.
- How adaptation pathway thresholds and triggers will be determined and displayed.
- How thresholds and triggers will be monitored and consider how they would be appropriate in a range of scenarios, geographies, flood sources and socio-economic situations to ensure they are viable.
- The main phase project scope and programme based on a NEC form of contract, using the *Client's* scope template
- An economic approach to assessing adaptation pathways and their resultant interventions.
- Agreement reached with the *Client's* National Environmental Assessment Service NEAS representative regarding the approach to be taken to environmental assessment beyond the inception phase. Programme and cost to deliver environmental assessment to be produced.
- A blank main phase plan template with only headings populated.
- The production of tangible products (e.g., templates and checklists).

Whilst delivering the outcomes above, the *Consultant* is required to consider and provide narrative on the following key activities that will apply throughout the AP delivery programme:

- An outline plan on the transition from the current FCERM programming process towards an adaptive planning process.
- How to support public bodies incorporate a catchment wide approach to strategic adaptation planning.

In summary the *Consultant* is required to:

1. Develop thinking on how to determine adaptation pathways for the River Severn catchment.

2. Provide advice and innovative thought on how to engage with stakeholders to embed adaptation pathway planning within FCERM management.
3. Develop a draft worked example of an adaptation pathway, for example for the Severn Valley Water Management project area.
4. Develop the scope for the main phase of the adaptation pathway pilot.

4 Outputs

The *Consultant* shall produce the following outputs:

Deliverable 1 – inception report detailing how adaptation pathway plans should be developed within the Severn Catchment

An inception Report consisting of circa 20-30 pages, outlining options of how adaptation pathway plans should be developed within the Severn Catchment. The inception report shall indicate a preferred approach to take forwards to the main study phase.

In summary, the inception report will cover:

- Data availability for the main phase study and any gaps or risks regarding data.
- Approaches to FCERM adaptation pathways, looking at up to 5 other similar adaptation pathway projects to understand whether elements of the approaches could be used on the Severn. Any general Literature Review shall be similar to the Humber and Yorkshire APP Discovery Phase Literature Review.
- Proposals on how adaptation pathways can provide full coverage of the River Severn catchment in England while providing an acceptable level of both strategic and local detail given the fluvial network in the Severn catchment, sources of flood risk and receptors to flooding. The proposal should work at a local level while demonstrating how flood risk will be managed holistically across the Severn catchment. (NB. Whilst the catchment in Wales needs to be considered it is acknowledged that any suggested adaptation interventions would be subject to subsequent discrete business cases and agreements with Welsh authorities, which are outside of the remit of this project).
- The *Consultant* is to provide a proposal for a simple digital solution to display and interrogate pathways
- The *Consultant* is to identify potential adaptation pathways following the two proposed workshops
- The *Consultant* is to present proposals to identify and monitor thresholds for decisions and triggers for action for main phase study.
- The *Consultant* is to present an economic approach to demonstrate that adaptation pathway planning is cost beneficial when assessing resultant interventions

Regarding engagement with the *Client*, the *Consultant* shall plan for and deliver:

- A 1-hour start-up meeting
- 30-minute fortnightly progress meetings with the *Client* for the duration of inception phase
- A 1-hour project closedown meeting at the end of the inception phase to discuss and agree the report outputs
- 2 virtual workshops:
 - o Workshop 1 – Discussion of adaptation pathway plan approaches and techniques
 - Duration: 2 hours

- Attendees: Project Team
- This workshop will focus on the thoughts the *Consultant* has on the learning from similar adaptation pathway planning projects and how they could be applied in the Severn. The *Client* will explain how this project links to other relevant plans and strategies, including; Flood Risk Management Plans, Catchment Flood Management Plans, Severn Climate Resilience Strategy, Severn Valley Flood Scheme.
- The outputs of this workshop will be:
 - Attendees will have shared understanding of how this project nests strategically in the flood planning for the Severn Catchment.
 - Attendees will have a shared understanding of available options and their respective strengths and risks of adaptation pathway planning approaches for the River Severn catchment
 - Project team agree a preferred adaptation pathway plan approach
 - The outputs are documented in the inception report as consideration of the options and identification of preferred option
- Workshop 2 – Discussion of how adaptation pathway planning can be applied in the Severn Catchment
 - Duration: 2-hours
 - Attendees: Project Team and up to 5 additional EA staff with relevant skills and experience in FCERM
 - This workshop will focus on, given the previously identified preferred approach in workshop 1, how to apply that approach in the Severn given the scale and geography. The *Consultant* will present options for geographic breakdown and corresponding resolution of detail for project with approximate costs. There must be a consideration of how any geographic breakdown of adaptation pathways also contributes to the holistic management of fluvial flood risk across the Severn Catchment under this adaptation pathway plan. The resolution of detail of triggers, actions and resultant interventions is a key consideration.
 - The outputs of this workshop will be:
 - The *Consultant* is to ensure that all attendees have a shared understanding of available options for geographical unit areas and scale of resolution of the pathways and resultant interventions and their respective strengths and risks for the River Severn Catchment.
 - The *Consultant* is to ensure that the *Client's* project team agree a preferred approach of how the geographical scale and resolution of adaptation pathways for the Severn Catchment.
 - The *Consultant* is to ensure all outputs are documented in the inception report as consideration of the options and identification of preferred option.
 - Following the workshop, the *Client* requires a detailed breakdown in the form of a flow diagram, or similar, of the intended process for developing an adaptation pathway. i.e. unpacking the British standard to explain in more detail the intended steps and activities as a detailed route map for

developing an adaptation pathway plan for an example geographic output area in the Severn.

- The *Client* requires a proposed adaptation pathway example applicable to the River Severn catchment. The *Consultant* shall engage with the Yorkshire and Humber APP to share approaches and learning to help develop the pilot. The *Consultant* shall engage via:
 - 2 one-hour virtual workshops:
 - Yorkshire & Humber (Y&H) sharing Workshop 1 – Discussion on the approaches being adopted by Yorkshire’s and Humber’s Discovery Phase, and River Severn’s inception phase.
 - The output of this workshop will be a shared understanding between the *Consultant*’s teams on the leadership, collaboration and unique aspects of each commission.
 - Y& H Workshop 2 – Presentation on the proposals from the *Consultants* in concluding Yorkshire’s and Humber’s Discovery Phase, and River Severn’s inception phase.

Deliverable 2 – Thinking, innovation and shaping advice to the *Client* to help when engaging and collaborating with stakeholders

Engagement with partners is key to success of this project as the *Client* would not be able to deliver any resultant adaptation pathway plan alone. The *Client* will be using separately procured engagement consultants to help set the Engagement Strategy and deliver Strategic thinking on engagement and the facilitation of 3 stakeholder workshops. At present these should be full day activities. The *Consultant* shall attend these workshops to listen and contribute, and use resultant stakeholder thought and insight to help shape the APP and meet *Client* and stakeholder need.

The *Client* requires the *Consultant* to organise and record a weekly project team meeting (approx. 30 mins) to offer innovative thought and shaping advice.

The *Consultant* should be aware of a concurrent project to develop a Climate Resilience Strategy in the River Severn Catchment which is currently developing its business case stage. Its themes and objectives will be designed with partners in the same stakeholder engagement workshops as described in Deliverable 2. The *Consultant* will be briefed by the project team on current progress of this project before the workshops.

The inception report is to summarise the innovative thinking presented through this deliverable.

Deliverable 3 - A draft example of an adaptation pathway is created for the Severn Valley Water Management scheme project area (or similar location in agreement with the project team)

The *Consultant* is to present in the inception report a preferred approach to developing adaptation pathways. The *Consultant* is to develop an example of an adaptation pathway using real data in a real geographic location. The Severn Valley Project Area (upstream of Shrewsbury) is suggested, as the data, interventions and economics are in a relatively advanced state compared with other locations in the Severn Catchment. Therefore, it would be a useful locality to use to demonstrate the adaptation pathway thinking and receive pertinent comments on the suggested approach.

Deliverable 4 – A draft *Client* Scope and Programme, including cost and resource schedule, based on the NEC form of contract for the delivery of adaptation pathway planning for flood risk management in the River Severn catchment in accordance with BS8631.

1. Drawings, site information or reports already available

- a) Generalised flood zone mapping for the River Severn Catchment
- b) Historic flood outlines of significant flood events in the Severn Catchment
- c) Flood models and nodes and outlines for larger watercourses in the Severn Catchment. Most have a climate change output however it is likely to be historic. (NB: Please note the Severn and Wye are being remodelled with the latest software and climate change predictions. They are likely to be available in 2024). Models include:
 - a. Severn
 - b. Wye
 - c. Teme
 - d. Lugg
 - e. Avon
 - f. Smaller watercourses within the Severn catchment (full list available)
- d) Previous strategies and studies, including:
 - a. FRMPS
 - b. Catchment Flood Management Plans
 - c. Fluvial Severn Strategy 2006
- e) Current 6-year programme
- f) Current flood schemes
- g) Properties at risk of flooding
- h) Flood warning service areas
- i) Gauge records throughout the Severn catchment

3. Specifications of standards to be used

- a) BS 8631: adaptation to climate change
 - b) Accounting for Adaptive Capacity Guidance (SC110001/R1)
 - c) Accounting for Adaptive Capacity in FCERM Options Appraisal (SC110001/R2)
- BS 37106: Sustainable cities and communities – guidance on establishing smart city operating models for sustainable communities.

4. Constraints on how the *Consultant* provides the services

The adaptation pathway approach proposed by the *Consultant* needs to use the existing models. The *Consultant* needs to be cognisant that the Severn and Wye catchments are being remodelled with respect FCERM with up-to-date software and climate change predictions. These models are likely to be available during 2024.

The *Consultant* shall apply and share lessons learnt from other adaptation pathway projects. The *Consultant* is to avoid duplication where possible of work being undertaken by other adaptation pathway projects.

5. Requirements of the programme

- a) River Severn Workshop 1: January '23
- b) River Severn Workshop 2: February '23
- c) Y&H Workshops and Stakeholder Workshops to be held throughout January' 23 to March '23.
- d) The draft inception report to be provided in electronic format to the *Client* by the end of March '23
- e) The final inception report to be provided in electronic format to the *Client* by the end of May '23.

6. Services and other things provided by the *Client*

- a) Relevant catchment modelling data and a file share link of the final FBC to be provided by the *Client* during January and February '23.

END



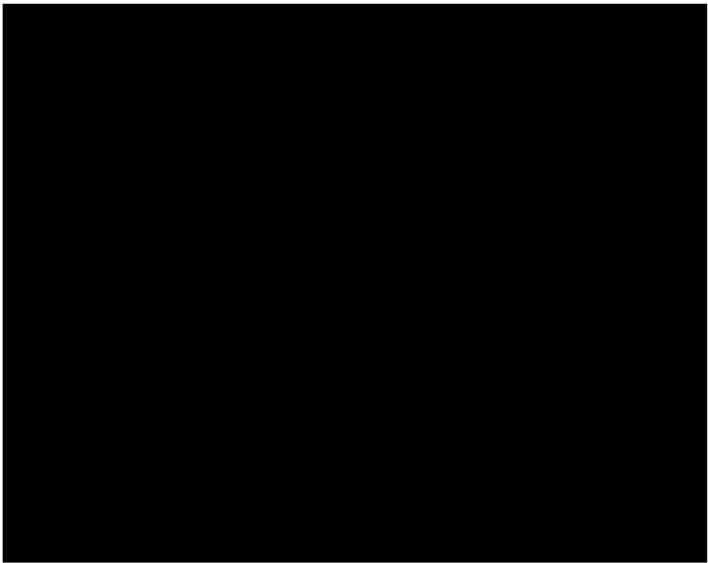
Framework:
Supplier:
Company Number:

Geographical Area:
Project Name:
Project Number:

Contract Type:
Option:

Contract Number:

Stage:



Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name [REDACTED]

Project Number [REDACTED]

This contract is made on 07 March 2023
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
[REDACTED]

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.

[REDACTED]

- 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 Inception stage of Adapataion Pathway Planning for application to FCRM strategy for the River Severn Catchment.

The *Client* is
Address for communications

Address for electronic communications
The *Service Manager* is
Address for communications

Address for electronic communications
The *Scope* is in

The *language of the contract* is English

The *law of the contract* is
the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is 2 weeks

The *period for retention* is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

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

2 weeks

2 The *Consultant's* main responsibilities

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

key date

'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

3 Time

The *starting date* is

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

Modelling data as required

Full Business Case

The *Consultant* submits revised programmes at intervals no than

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

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

4 Quality management

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

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The forecast of the Prices is

The *expenses* stated by the *Client* are as stated in Schedule 9

The *interest rate* is
Base

The locations for which the charge for the cost of supp overhead are

6 Compensation events

These are additional compensation events

1. 'not used'

2. 'not used'

3. 'not used'

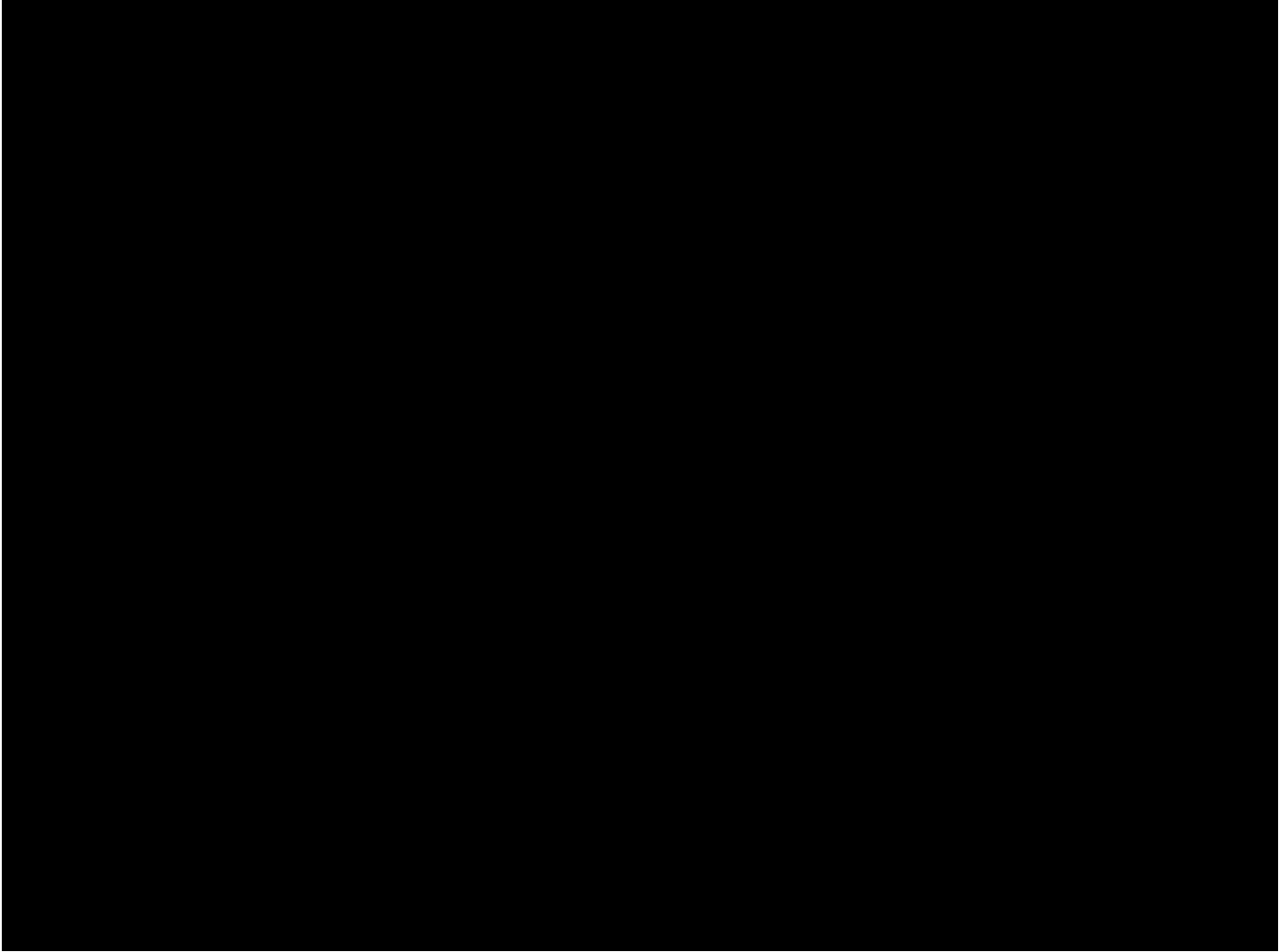
4. 'not used'
5. 'not used'

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



Resolving and avo

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

Z6 The Schedule of Cost Components

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

After cl54.2 and before cl54.3, insert the following additional clause:
54.2A If, prior to the Completion Date, the Price for Service Provided to Date exceeds 119% of the total of the Prices, the amount in excess of 119% of the total of the Prices is retained from the Consultant.

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 Information Execution Plan for

OPTION X18: Limitation of liability

The *Consultant's* liability to th

The *Consultant's* liability to th
date is limited to

The *end of liability* date is
Completion of the whole of the

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 communication

The fee percentage is

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

Client input is key for project decision making and may impact delivery

3 Time

The programme identified in the Contract Data is

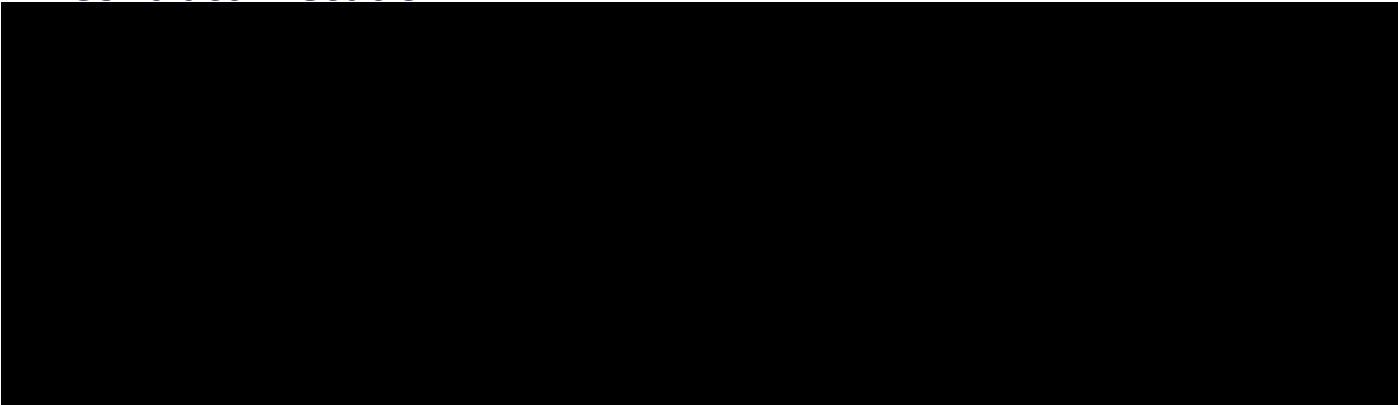
Resolving and avoiding disputes

Address for electronic communications

X10: Information Modelling

The information execution plan identified in the Contract Data is

Contract Execution



Consultant execution

