



**Framework:** Client Support Framework  
**Supplier:** Capita Black & Veatch  
**Company Number:** [REDACTED]

**Geographical Area:** National  
**Project Name:** ASEA Flood Defences Site Supervision Team  
**Project Number:** ENVIMSW002194

**Contract Type:** Professional Service Contract  
**Option:** Option E

**Contract Number:** project\_29944

Revision	Status	Originator	Reviewer	Date

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

**Project Name** ASEA Flood Defences Site Supervision Team

**Project Number** ENVIMSW002194

This contract is made on 11 September 2020 between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference

**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 for resolving and avoiding disputes

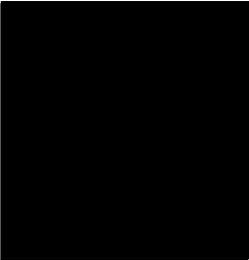
Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- X11: Termination by the *Client*
- X18: Limitation of liability
- Y(UK)1: Project Bank Account
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *service is* Provision of Site Supervisor, Assistant Site Supervisor, Environmental Clerk of Works, and Landscape Clerk of Works services to support the ASEA Flood Defences project.

The *Client is* Environment Agency

Address for communications



Address for electronic communications

The *Service Manager is*

Address for communications

Address for electronic communications

The *Scope is in* ASEA\_Supervision\_Scope v2 dated 12 June 2020

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*

'none set' 'none set'  
'none set' 'none set'  
'none set' 'none set'

The *Consultant prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than* 4 weeks

**3 Time**

The *starting date is* 11 August 2020

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

The *Consultant submits revised programmes at intervals no longer than* 4 weeks

The *completion date* for the whole of the *service* is 31 December 2023

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 4 weeks

**4 Quality management**

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is 4 weeks

The period between Completion of the whole of the *service* and the *defects date* is 26 weeks

**5 Payment**

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *expenses* stated by the *Client* are as stated in Schedule 6.

The *interest rate* is 2.00% per annum (not less than 2) above the Base rate of the Bank of England

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices

The *exchange rates* are those published in on

**6 Compensation events**

These are additional compensation events

- 1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st July and 31st October 2020
- 2. 'not used'
- 3. 'not used'
- 4. 'not used'
- 5. 'not used'

**8 Liabilities and insurance**

These are additional *Client's* liabilities

- 1. 'not used'
- 2. 'not used'
- 3. 'not used'

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	12 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>consultant</i> providing the <i>Service</i>	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to	£5 million	

**Resolving and avoiding disputes**

The *tribunal* is litigation in the courts

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications '[to be confirmed](#)'

The *Adjudicator nominating body* is The Institution of Civil Engineers

**Z Clauses**

**Z1 Disputes**

Delete existing clause W2.1

**Z2 Prevention**

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The *service* is affected by any of the following events

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

**Z3 Disallowed Costs**

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

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

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans.
- Reorganisation of the *Consultant's* project team.
- Additional costs or delays incurred due to *Consultant's* failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- 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 result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

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

## **Z6 The Schedule of Cost Components**

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

## **Z7 Linked contracts**

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

## **Z8 Requirement for Invoice**

Insert the following sentence at the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- one week after the assessment date, or if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

## **Z9 Conflict of Interest**

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

## **Z10 Change in Control**

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the *Client's* prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

## **Z11 Rate Increase Provision**

Contracts with a duration of less than two years, which are extended over this duration by the *Service Manager* due to *Client* Scope increases, may apply a rate review as follows. The *Consultant* will charge the *Client* the contract staff rates for a minimum of one full year, and at the end of each rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rates will apply to the contract as per Schedule 6. No Compensation Events are permitted for this different contract staff rate.

## **Z12 Waiver**

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the *Service Manager* in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

## Secondary Options

### OPTION X2: Changes in the law

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

### OPTION X18: Limitation of liability

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

£5,000,000.00

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

£5,000,000.00

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

### Y(UK)1: Project Bank Account

The Consultant is to pay any bank charges made and to be paid any interest paid by the *project bank*

### Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 Days after the date on which payment becomes due

### Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

term beneficiary

The provisions of  
Y(UK)1

**Part Two - Data provided by the Consultant**

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

**1 General**

**The Consultant is**

Name and company number Capita Black & Veatch

Address for communications



Address for electronic communications

The fee percentage is

Option E



The key persons are

Name (1) [Redacted]  
Job [Redacted]  
Responsibilities As described in sections 3.1 and 3.3 of 'ASEA\_Supervision\_Scope v2.docx'  
Qualifications Refer to CV  
Experience Refer to CV

The key persons are

Name (2) [Redacted]  
Job [Redacted]  
Responsibilities As described in sections 3.1 and 3.3 of 'ASEA\_Supervision\_Scope v2.docx'  
Qualifications Refer to CV  
Experience Refer to CV

The key persons are

Name (3) [Redacted]  
Job [Redacted]  
Responsibilities As described in sections 3.2 and 3.3 of 'ASEA\_Supervision\_Scope v2.docx'  
Qualifications Refer to CV  
Experience Refer to CV

The key persons are

Name (4) [Redacted]  
Job [Redacted]  
Responsibilities As described in sections 3.2 and 3.3 of 'ASEA\_Supervision\_Scope v2.docx'  
Qualifications Refer to CV  
Experience Refer to CV

The key persons are

Name (5)  
Job  
Responsibilities  
Qualifications  
Experience

The key persons are

Name (6)  
Job  
Responsibilities  
Qualifications  
Experience

The key persons are

Name (7)  
Job  
Responsibilities  
Qualifications

Experience

The following matters will be included in the Early Warning Register

**3 Time**

The programme identified in the Contract Data is

**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

**Y(UK)1: Project Bank Account**

The *project bank* is  
TBC

*named suppliers* are

[REDACTED]

# Contract Execution

## **Client execution**

Signed under hand by

for and on behalf of the Environment Agency

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Role

## **Consultant execution**

Signed under hand by

for and on behalf of Capita Black & Veatch

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Role

for and on behalf of

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Role

# Environment Agency NEC4 professional service contract (PSC) Scope

## Project / contract information

Project name	ASEA Flood Defences Site Supervision Team
SOP reference	ENVIMSW002194
Contract reference	project_29944
Date	12/06/2020
Version number	2.0
Author	[REDACTED]

## Revision history

Revision date	Summary of changes	Version number
05/06/20	First issue	1
12/06/20	Second issue	2

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



# 1 Introduction

## 1.1 Objective of the project (project outcomes)

This project is a partnership between South Gloucestershire Council, Bristol City Council and the Environment Agency. It focuses on helping to support the Avonmouth-Sevenside Enterprise Area (ASEA) growth and protecting the existing communities from flooding. The project will help towards unlocking the economic potential of the Enterprise Area and benefit the local community by:

- Managing the risk of flooding to keep pace with climate change and rising sea levels
- Ensuring that sufficient wetland habitat for birds is created to protect the internationally important habitats and species of the Severn Estuary site

This project is part of a suite of measures promoted by the West of England Local Enterprise Partnership (LEP) to facilitate the Avonmouth & Severnside Integrated Development, Infrastructure and Flood Risk Management Study. This strategy aims to ensure infrastructure is in place within the Avonmouth-Sevenside area to support business growth and job creation through industrial development.

## 1.2 Description of Works

The project area, including ASEA, is almost entirely within a single tidal flood cell, protected by around 17 km of defences or raised railway embankment, including sea walls, revetments, embankments and tidal outfalls with varying levels of standard of protection. These defences are generally in good condition, though at some locations they require refurbishment and there are low spots. Furthermore, there are longer term implications of coastal change, climate change and sea level rise that will reduce the standard of protection over time.

This project includes upgrading key tidal defences on the Severn Estuary and associated works to discharge fluvial flows to the Estuary. The scope of upgrading is principally determined by the requirements of new areas of commercial / industrial development. This brings opportunity for cost-effective improvements in flood risk for existing properties too. The project will reduce tidal flood risk to 3,150 homes and allow development of the full ASEA.

Wetland creation is included within the project to ensure that supporting habitats to the Natura 2000 Severn Estuary site are maintained before and after industrial development takes place to ensure compliance with Conservation of Habitats & Species Regulations (Habitat Regulations). The wetland creation is not required due to upgrading of flood defences. It will be paid for through LEP funding via the Council partners. It totals about 100ha.

The project has been sub-divided into 5 work areas, partly through geography and partly through work type. These are

### Area 1: Sevenside

Improving banks and some flood walls. Contractor has been appointed under Design and Build contract, working from Planning application drawing.

### Area 2: Avonmouth Docks

Mainly flood walls within the docks. Contractor has been appointed under Design and Build contract, working from Planning application drawing.



### Area 3: Chittening Warth

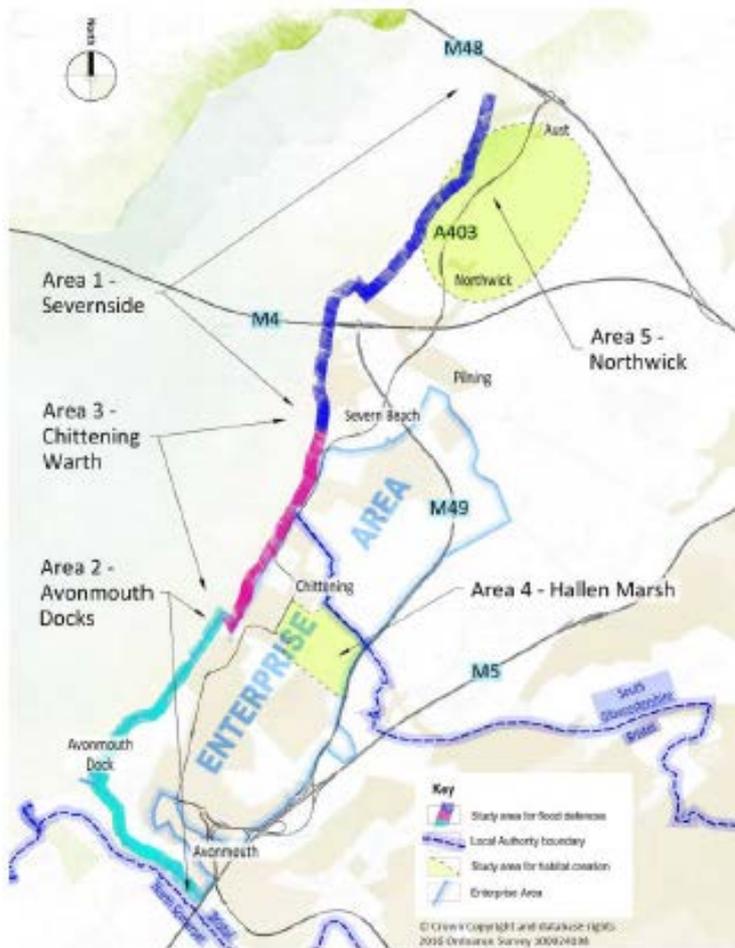
New walls, raised banks and some interaction with a branch rail-line. Contractor has been appointed under Design and Build contract, working from Planning application drawing. Not all works are included in the current works tender as some are deferred to enable Network Rail to undertake optioneering of its own.

### Area 4: Hallen Marsh

New scrapes and ponds to create wet grassland environmental mitigation. Contractor is to carry out construction only.

### Area 5: Northwick

New Ponds and wetland creation that will provide some fill for Area 1 banks. Contractor is to carry out construction only



## 1.3 Purpose of contract

The purpose of this contract is to provide the services of a NEC4 ECC Site Supervisor, Assistant Site Supervisor, Environmental Clerk of Works, and Landscape Clerk of Works.

### Note on language in this document

- “*Consultant*” refers to the role of *Consultant* under the NEC4 Professional Services Contract.
- “ECC Supervisor” refers to the role of Supervisor under the NEC4 Engineering and Construction Contract (ECC)
- “Works Information” is the works information for the NEC3 ECC for Avonmouth Severnside Enterprise Area (ASEA) Ecological Mitigation Flood Defence Scheme.
- “ECC Project Manager” and “Contractor” refer to the relevant roles under the NEC3 ECC for Avonmouth Severnside Enterprise Area (ASEA) Ecological Mitigation Flood Defence Scheme.

## 2 Project team

- 2.1 The ECC Project Manager is [REDACTED]
- 2.2 The Contractor is BMMjv.
- 2.3 The Contractor has been appointed using the NEC3 Engineering and Construction Contract Option C.
- 2.4 The CDM Principal Designer is [REDACTED]
- 2.5 The Environment Agency is the *Client* under the contract but most of the funding for the work is provided by South Gloucestershire Council and Bristol City Council. The three authorities work together to deliver the project within a Project Delivery Board (PDB). The PDB delegates powers to the EA via a legal agreement. The Service Manager will attend or report to the PDB to enable the authorities to make key decisions as appropriate.



### 3 *Consultant* provides the services

The *Consultant* shall provide the following roles which will form the site supervision team. The requirements for the different roles are detailed below.

- ECC Site Supervisor
- Assistant ECC Site Supervisor
- Environmental Clerk of Works
- Landscape Clerk of Works

Where the 'Site Supervision Team' is mentioned in this document it refers to all persons undertaking these roles.

#### 3.1 Site Supervisor & Assistant Site Supervisor

The *Consultant* shall;

- 3.1.1 Carry out the duties of 'Supervisor' as required by the *Client's* NEC3 Engineering and Construction Contract. The Supervisor is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project.
- 3.1.2 The Supervisor is to carry out their duties strictly in accordance with the *Client's* version of the ECC. Primarily this is to ensure the quality of works is in accordance with the Works Information.
- 3.1.3 The *Consultant* attends a pre-commencement meeting, start-up meeting, monthly ECC progress meetings, weekly ECC risk reduction meetings and other meetings as notified by the ECC project manager.
- 3.1.4 The *Consultant* undertakes reviews of waste transfer notes on file, and proposed waste sites to ensure they can accept the waste stream identified, so as to assure that the contractor's duty of care is achieved in accordance with the Environmental Protection Act 1990 Section 34 Waste Management – The Duty of Care – A Code of Practice, which refers to the Controlled Waste Regulations 1992. This is to be undertaken in mind of the reputational risk to the *Client* from non-compliance.
- 3.1.5 The *Consultant* prepares weekly site reports using the template appended to this document.

The *Consultant* is to prepare and submit the weekly site report to the *Client's* project manager on Monday of the following week. The report is to include but is not limited to:

- i. Activities undertaken
- ii. Plant and labour on site
- iii. Planned and actual progress of the ECC contract and short-term review (last two and next two weeks)
- iv. Record of tests and whether witnessed by the *Consultant*, including:
  - a. Statement of the contractor's proposed offering for acceptance of elements of the works.
  - b. Record of acceptance of the works with statement of verification tests.
- v. Health, safety and welfare items
- vi. Environmental items, including:
  - a. Statement of status of the site waste management plan
  - b. Record of *Consultant's* checks in accordance with Item 5.
  - c. Statement of status of the Environmental Action Plan (EAP)

- vii. Photographs of the works
- viii. Contractor's updated risk assessment and method statement schedule
- ix. The report will be circulated to the project team and uploaded to A-site.

3.1.6 The Supervisor and Environmental Clerk of Works will review the Contractor's assessment within reporting of 'Sustainability Measures' (or equivalent monitoring requirements) data and confirm to the *Client* if they consider it to be accurate

3.1.7 The Site Supervisor is expected to:

- Attend meetings in person and/or via telephone with the *Client* on a weekly basis to discuss progress and issues
- Be forthcoming with positive ideas, innovative solutions and efficiency savings where possible

### **3.2 Environmental Clerk of Works (ECW) and Landscape Clerk of Works (LCW)**

3.2.1 As part of the *services*, the Consultant will provide a designated ECW and LCW to monitor the site set-up works, clearance works, construction works and site reinstatement. The skills most beneficial to this scheme would include (but are not limited to) monitoring of vegetation clearance and tree/landscape protection zones, monitoring of construction works in close proximity to watercourses (including temporary river diversion) and habitats of importance for birds, tree planting in urban areas and invasive species control measures. .

3.2.2 As the Environmental Clerk of Works and the Landscape Clerk of Works are not defined within the ECC contract, the people undertaking these roles will issue responses to technical queries/concerns regarding site activities through the Supervisor or ECC Project Manager as appropriate.

3.2.3 The Supervisor and Environmental Clerk of Works are to receive and review method statements and risk assessments from the Contractor. The Supervisor and Environmental Clerk of Works shall promote high standards for these documents and alert the ECC Project Manager and Contractor of any concerns that arise.

3.2.4 The Environmental Clerk of Works and/or Landscape Clerk of Works will carry out site inspections commensurate with the degree of environmental sensitivity of the work in progress. Visits will be informed by the programme of works and are to be agreed with the *Client* at the start of the scheme.

The purpose of these inspections is to monitor compliance and ensure adherence to the scheme design contract and drawings, any planning conditions, consents (including but not limited to MMO licence), the Construction Environmental Management Plan (CEMP) and the Environmental Action Plan or equivalent relating to environmental management and mitigation and the Minimum Technical Requirements 801\_14. Checks will be made to ensure good working techniques and practices are followed, to reduce the risk of environmental damage or reputational damage. Each site inspection will be followed immediately by a written note within the 'Green book', or equivalent, which is kept on site.

The Environmental Clerk of Works and/or Landscape Clerk of Works independently reports back to the *Client* within 5 days of each site inspection using an Environmental Clerk of Works report. The structure, circulation and regularity of reports will be

determined by the environmental issues, scale and timing of development at each development site.

The *Client* must be notified immediately if there is an issue identified that has the potential to seriously impact upon the project or the environment.

- 3.2.5 The Environmental Clerk of Works will deliver tool box talks prior to and during the construction phase. The toolbox talk information will be provided to the Contractor for inclusion in their own site inductions and will be placed on site office notice boards.
- 3.2.6 The Environmental Clerk of Works will review and update the Environmental Action Plan as necessary during the course of the works and notify the Contractor and Project Manager of any actions that may be relevant over the next two weeks of work. The Environmental Clerk of Works will sign off actions on the Environmental Action Plan and inform the Supervisor and ECC Project Manager when this has been done.
- 3.2.7 The Supervisor and Environmental Clerk of Works will review the Contractor's assessment within reporting of 'Sustainability Measures' (or equivalent monitoring requirements) data and confirm to the *Client* if they consider it to be accurate.
- 3.2.8 To be agreed with the *Client* at the start of the scheme the Environmental Clerk of Works will undertake or arrange for ad-hoc surveys as necessary during the course of construction (including but not limited to: Invasive species, badgers, nesting birds, reptiles etc.).
- 3.2.9 The Landscape Clerk of Works will check that landscaping, including, but not limited to, topsoil storage and reseeded or replanting, is being undertaken properly and in line with the landscape specification and Landscape Environmental Design Guidance (LEDG) and report any concerns or recommendations to the ECC Project Manager.

### **3.3 General Requirements for Site Supervision Team**

- 3.3.1 The Site Supervision Team are not expected to liaise proactively with members of the public or stakeholders. They may be approached by members of the public and should answer appropriately, or if more detail is required, take contact details and inform the Contractor and the *Client* (including a date to ensure a timely response). The Supervisor or Environmental Clerk of Works may be required to provide supporting information for a reply to a stakeholder.
- 3.3.2 In making this appointment the Site Supervision Team have been identified as suitably qualified and competent people to undertake their respective duties. In the event that circumstances arise where it is necessary, on either a temporary or permanent basis, to replace the Supervisor or other member of the Site Supervision Team, details of another named and suitably qualified and competent person must be submitted for acceptance by the *Client*.
- 3.3.3 At intervals to be agreed by the *Client* the Supervisor, with input from the rest of the Site Supervision Team, is to prepare and issue a site progress report to the *Client* and ECC Project Manager and include a Schedule of Risk Assessments and Method Statements implemented during the period. These reports must be uploaded onto the Asite (or equivalent) within one week of being written.
- 3.3.4 The Site Supervision Team are expected to attend project progress meetings whilst construction is under way. Progress meetings are most likely to be held on site or at the *Client's* offices in Bridgwater and Bristol (weekly). All roles are likely to be required to work Saturdays.
- 3.3.5 Occupational health, safety, welfare and environment is of paramount importance to the *Client* and one of the objectives for the contract is that the works should be

undertaken in a manner that achieves the highest possible standards. Health, safety, welfare and environment provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations.

- 3.3.6 Notwithstanding that the ECC Project Manager, Supervisor and Contractor each have different defined roles and responsibilities under the Contract, it is one of the objectives of the *Client* for all parties, individually and collectively, and in a spirit of co-operation and mutual support, to work together to achieve the objectives of the *Client*.
- 3.3.7 The end of the service coincides with the end of the defects period. The Site Supervision Team will undertake a final site visit within one month of the end of the Contractor's Defects Period. Defects will be reported to the *Client* and the ECC Project Manager. Further site visits to review defect corrections are not part of this commission and will be instructed separately.

## 4 Definition of completion and defects

- 4.1 Completion is only achieved when all of the service has been provided and accepted by the *Client*. Population of the *Client*'s latest version of the Project Cost Tool, Carbon Tool, provision of BIM information, submission of Environmental Action Plan, and all other Environmental Clerk of Works reports and supporting information as needed by the *Client* is an absolute requirement of Completion.
- 4.2 A Defect is any part of the service provided which is not in accordance with the Scope, the law or acceptable good practice in the industry. This includes any part of the service which is not in accordance with the work practices stated as being employed by the *Consultant* to ensure the quality of their service is consistent with their quality plan.

## 5 Constraints on how the *Consultant* provides the service

- 5.1 The named Supervisor and/or Environmental Clerk of Works and/or Landscape Clerk of Works is not to delegate their duties or powers without prior written agreement from the *Client*.

## 6 Standards to be achieved

### 6.1 Health and safety

Health, safety and welfare is of paramount importance to the *Client* and one of the objectives for the contract is that the works should be undertaken in a manner that achieves highest possible standards. Health, safety and welfare provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The *Consultant* shall take reasonable steps when considering documents supplied to them by the Contractor, to check that the **management arrangements** adopted by the Contractor for safety are suitable.

For information:

The ECC contract requires the Contractor to produce a schedule of activities for which risk assessments and method statements must be prepared. The schedule and method

statements will meet the dual requirements of the Construction Design and Management Regulations and the requirements of sub-clause 31.2 of the ECC contract.

The Contractor will be free to add to the schedule as the work progresses. Prior to the start of construction work, and again after any revisions prior to implementation of the revisions, the Contractor will forward the schedule to the *Consultant*, with the programme for acceptance.

The level of detail required will depend on the activity. As a minimum the Contractor must ensure that risk assessments and method statements are prepared and submitted for review in accordance with the Works Information covering:

- full, timing and sequence of construction including the use and design of temporary works, materials, plant and equipment proposed by the Contractor;
- Indication of activities that represent a higher than normal level of health and safety risk.

Some additional information may be required in respect of compliance with the Environmental Action Plan and the minimisation of environmental impacts of the activities.

Method statements supplied in support of the Scope are to be formatted for the benefit of those personnel undertaking the works, and contain language and detail appropriate for those individuals. They shall take account of experience, to ensure that account is taken of the matters identified above

The *Consultant* will be required to:

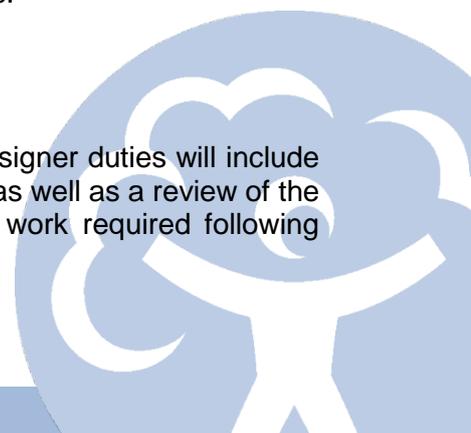
- Before the start of construction work, or thereafter in the case of a proposal for a revision, receive from the Contractor the schedule of risk assessments and method statements for acceptance;
- Take reasonable steps to ensure that the persons carrying out risk assessment on behalf of the Contractor are competent for the type of risks, and have adequate resources including time, to properly consider, in an appropriate time, risks identified in the schedule.
- Take reasonable steps, for ensuring the effectiveness of method statements as regards language, appropriate detail and quality of briefing arrangements for example by review at progress meetings of risk assessments and method statements to be employed for higher risk or unusual tasks in the coming period.
- Seek a more specialised opinion, about the content of a submission from the Principal Designer, *Service Manager* and/or PCM safety advisor or safety, health and environment manager as appropriate.
- Ensure that the Contractor completes, updates and holds on behalf of the *Client*, the schedule of risk assessments and method statements.

## 6.2 Co-operation with the Principal Designer

There will be a Principal Designer for this scheme. The Principal Designer duties will include for a review of any site based works and notifying the HSE of these, as well as a review of the design. The Principal Designer will comment and include for any work required following review. The Supervisor will co-operate with the Principal Designer.

## 6.3 Specifications or standards to be used

[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)



In assisting the ECC Project Manager and Contractor in managing the contract the *Consultant* shall make full use of the *Client's* ECC standard commercial and contract forms that have been developed for this purpose. Some examples are:

- Contract administration must always be done with reference to the contract including the Works Information and Minimum Technical Requirements.
- Project Manager's Instruction [*Client* Contract Management system]
- Contractor's Technical Query [*Client* Contract Management system]
- Weekly Site Record [*Client* document ref 413\_13\_SD14]

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

## 7 Requirements of the programme

### 7.1 Programme – High level ECC Construction programme

Location	Start	Finish
Area 1 - Aust to Severn Beach-Severnside	Oct-20	May-22
Area 2 - Avonmouth Docks	Dec-20	Mar-23
Area 3A - Severn Beach Railway - North	Nov-20	May-22
Area 3B - Severn Beach Railway - South	Dec-20	Mar-22
Area 4 - Hallen Marsh	Oct-21	Nov-22
Area 5 - Northwick	Jun-20	Apr-21

(Subject to change)

## 8 Services and other things provided by the *Client*

### 8.1 Contract to be administered

The *Client* will provide the *Consultant*, via Asite/FastDraft, with a copy of the contract to be administered. This will include the Works Information and Site Information. Other information referred to in the contract will also be available on Asite/FastDraft.

### 8.2 Training to be provided by the *Client*

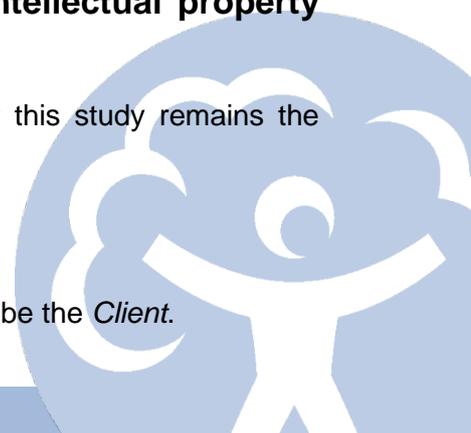
The *Client* will provide access to and training on Asite/FastDraft.

### 8.3 Data and information management and intellectual property rights

All of the data listed as being supplied to the supplier as part of this study remains the Intellectual Property of the *Client*.

### 8.4 Data custodianship

The data custodian for project deliverables from this commission will be the *Client*.



## **8.5 Licensing information**

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

## **8.6 Metadata**

The *Client* populates a metadata database called the Information Asset Register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata. The *Client'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.

## **8.7 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

## **8.8 Timesheets**

Timesheets as normally utilised by the *Consultant* shall be submitted with fee notes unless otherwise agreed with the *Client's* project manager. Electronic submissions would be acceptable.

## **8.9 Payment procedure**

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

## **8.10 Quality**

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

