

PSC scope template: Construction design support

NEC4 professional services contract (PSC)

24/02/2023 LIT 13265

Document category: **COMPULSORY**

Use the template on the pages that follow to assist you when preparing the scope for an NEC4 professional services contract (PSC).



Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract information

Project name	Bewdley FRMS
Project SOP reference	ENV0002928C
Contract reference	N/A
Date	19/01/2024
Version number	5
Author	

Assurance

Author	Project Manager	Date: 27/10/2023
Reviewed	Project Executive	Date: 27/10/2023
Checked prior to issue	Commercial Services Manager	Date: 13/12/2023

Revision history

Revision date	Summary of changes	Version number
27/10/2023	First issue, drafted in collaboration with Arup	1
08/12/2023	Second issue, Arup proposed changed for option C	2
14/12/2023	Minor amendments from EA	3
19/1/2024	Finalisation of scope for contract signing	4
19/1/2024	Finalisation of scope for contract signing	5

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

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	Version 12	12 December 2021
LIT 17641	Exchange Information Requirements	Version 3	15 Jan 2023 EIR library

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

1 Objectives of the project (project outcomes)

Objective

The Bewdley Left Bank FRMS aims to undertake capital works to address the high level of fluvial flood risk from the River Severn along the left bank in Bewdley, particularly at Beales Corner, Stourport Road and Kidderminster Road. The FRMS scheme aims to provide a standard of protection equal to the existing Bewdley Severnside defences (River Severn Right Bank) which equates to a reduced flood risk for events up to a 1% AEP. The existing Beales Corner left bank temporary barriers provide a reduced flood risk up to a 10% AEP. The hydraulic modelling shows that the study area would start experiencing fluvial flooding from a 50% AEP (1:2yr) event, were the current temporary barriers not being deployed

2 Project team

1. The Design Consultant is Ove Arup and Partners.
- 2 The Contractor is Jackson Civil Engineering Ltd
- 3 The ECC Project Manager is [REDACTED] from Mott MacDonald Ltd (employing consultant company)
- 4 Cost management will be provided by the co located cost manager
5. Principal Designer is [REDACTED] from Arup
- 6 The Environmental Clerk of Works is TBC

3 Consultant provides the services

The *Consultant* has produced the design and is wholly responsible under the Detail design commission to remedy any defect, fault or inadequacy in that design due to act or omission through the detailed design

This contract is to respond to alterations required due to unforeseen circumstances on Site or additional instruction under this contract which will be dealt with as an instruction under this contract and evaluated using the Compensation Event process.

In response to Technical Queries (TQs) the *Consultant* shall provide clarification on the resolution options for the query or issue raised, based on the content of the Approved for Construction (AFC) design. Should the agreed solution necessitate a change to the AFC design (not as a consequence of a defect under the FBC contract), the corresponding design activities and re-issue of the AFC deliverables will be agreed and evaluated using the Compensation Event process

The table below outlines the maximum number of Technical Queries (TQs) per quarter that this scope allows for. Responding to Technical Queries (TQs) in excess of this number will be dealt with using the Compensation Event process.

Time Period	Number of Technical Queries
February to April 2024	24
May to July 2024	21
August to October 2024	18
November 2024 to January 2025	15
February to April 2025	12
May to July 2025	6

The following services shall also be provided:

- 1 The *Consultant* shall provide site presence of the lead civil engineer for the project, or appropriate deputy, to support the *Contractor* and the *Client* through attendance at collaborative working days in the site office, on a weekly basis for the first six months of 2024 and a fortnightly basis thereafter. During the collaborative working days, the *Consultant's* design representative shall spend up to five hours attending site walkovers and ad hoc meetings and discussions. Any meetings in excess of this that are not dealt with by items 2 to 4 below shall be dealt with using the Compensation Event process.
- 2 The *Consultant* shall support development of the demountable designs through the attendance of the lead civil engineer and the author of the demountable specification at fortnightly collaboration meetings until the end of February. The *Consultant* shall also review and comment on specification compliance of the demountable designs when provided by the *Contractor*. Any further cycles of review and comment on the demountable designs, or any modifications required to the Approved for Construction (AFC) design to accommodate the final demountable designs, will be agreed and evaluated using the Compensation Event process.
- 3 The *Consultant* shall provide attendance of the *Consultant's* lead civil engineer, or appropriate deputy, at the ECC progress meeting on a monthly basis. Where available, the *Consultant's* Project Manager will deputise at this meeting when the lead civil engineer is not able to attend.
- 4 The *Consultant* shall provide attendance of the *Consultant's* lead civil engineer, or appropriate deputy, at a weekly progress meeting. Where available, the *Consultant's* Project Manager will deputise at this meeting when the lead civil engineer is not able to attend.

The services above shall be provided for a duration of eighteen months. Should the duration of construction necessitate an extension of this, the further involvement of the *Consultant* shall be agreed and evaluated using the Compensation Event process.

3.2 Forecast monthly

- Commission capital forecast to be entered on FastDraft monthly
- The *Consultant* is required to provide a monthly forecast on FastDraft for cost in accordance with FHU

[Framework Heads Up 244 Commercial Clarification 54](#)
[Framework Heads Up 256 Commercial Clarification 57](#)

4 Definition of completion and defects

- 1 Completion is only achieved when all of the *services* have been provided and accepted by the *Client*. Population of the *Client's* latest version of the Project Cost Tool, and provision of BIM information is an absolute requirement of Completion.
- 2 A Defect is any *service* provided which is not in accordance with the Scope, the law or acceptable good practice in the industry. This includes any *service* which is not in accordance with the work practices stated as being employed by the *Consultant* to ensure the quality of their *services* is consistent with their quality plan.

5 Constraints on how the consultant provides the services

- 1 The named Supervisor 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 *Project Manager* will take reasonable steps, when considering documents supplied to him by the *Contractor*, that the **management arrangements** adopted by the *Contractor* and for the wider project team are safe and suitable.

The *Consultant* will be required to work within the management arrangements on site set up by the *Contractor*. As a minimum, all site attendance and visits will be agreed in advance with the *Contractor* and *Project Manager*, and the *Consultant's* staff should follow all procedures put in place by the *Contractor*.

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 any design undertaken by the *Contractor* or *Consultant*.

The *Principal Designer* services are excluded from this scope of work and are subject to a separate Contract.

6 7 Requirements of the programme

7.1 Programme

The *Consultant* shall provide a detailed project plan in microsoft project format meeting all requirements of Cl.31 of the *Conditions of Contract*. A baseline plan shall be provided for the project start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline.

The programme shall cover all the activities to be undertaken by the *Consultant* to complete the services. The services will continue for the duration of the Construction programme, or as instructed otherwise by the Project Manager.

At Contract award, the initial programme should be based on a Construction duration of 18mths

8 8 Other items

8.1 Timesheets

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

8.2 Payment procedure

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

8.3 Quality

The *Consultants* quality management system should comply with the requirements of ISO9001 and ISO14001.

A quality plan shall be submitted for acceptance by the *Project Manager* within 2wks of Contract Award.

8.4 Exchange Information Requirements (EIR)

The *Consultant* shall adhere to the Environment Agency's Exchange Information Requirements (EIR) framework level minimum technical requirements.

The *Consultant* shall register for an Asite Account and request access to the project workspace to view the Master Information Delivery Plan (MIDP) and to update the MIDP if required to complete the services, or as directed by the Project Manager.