



Framework:	Collaborative Delivery Framework
Supplier:	Jacobs UK Ltd
Company Number:	02594504
Geographical Area:	North West
Project Name:	Preston & South Ribble FRMS - Design Support Contract Phase 1
Project Number:	ENV0000009C
Contract Type:	Professional Service Contract
Option:	Option 1
Contract Number:	36396
Stage:	Site_Design_Queries

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Preston & South Ribble FRMS - Design Support Contract Phases 1 & 2

Project Number ENV0000009C

This contract is made on
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 12th day of April 2019 between the *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference

Part One - Data provided by the *Client*
Statements given in all Contracts

1 General

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

Main
Option

Option for resolving and
avoiding disputes

Secondary Options

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 Consultant provision of design support & site monitoring services during the construction phase for Scheme Phases 1 (Riversway and Broadgate) and 2 (Lower Penwortham)

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
Construction Design Support Contract V4 final

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 12 years following Completion or earlier termination

The following matters will be included in the Early Warning Register
None

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
 'not used' *key date*
 'not used'

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 09 June 2022

The *Client* provides access to the following persons, places and things
 access *access date*
 Working Areas - Phases 1 & 2 09 June 2022

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 *Client* set total of the Prices is £92,514.17

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

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

If Option C is used

The *share range* *Consultant's share percentage*

6 Compensation events

These are additional compensation events

1. 'not used'
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> 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>	██████████ in respect of each claim, without limit to the number of claims	12 years after Completion
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 Service	██████████ in respect of each claim, without limit to the number of claims	12 years after Completion
Death of or bodily injury to the employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the period required by law</i>
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	██████████	

Resolving and avoiding disputes

The <i>tribunal</i> is litigation in the courts	
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replaced by:

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

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

Z3 Disallowed Costs

Add the following in second bullet of 11.2 (18) add:

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

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

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

Z4 Share on termination

Delete existing clause 93.3 and 93.4 and replace with:

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

Z6 The Schedule of Cost Components

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

Z7 Consultant's share

Delete existing clauses 54 and 93.3 and replace with:

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

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

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

54.3 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*.

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

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

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

- the total of
 - the Defined Cost which the *Consultant* has paid and
 - which it is committed to pay for work done before termination
 - and
 - the total of
 - the Defined Cost which the *Consultant* or *Contractor* has paid and
 - which it is committed to pay
- in the *partner contract* before the date the termination certificate is issued under this contract.

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

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

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

Add:

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

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

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

- the Price for Service Provided to Date and
- the Price for Service Provided to Date or the Price for Work Done to Date in the partner contract.

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 Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2 weeks

OPTION X18: Limitation of liability

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

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

The *end of liability* date is 12 years after the Completion of the whole of the *service*

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of 3 months

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

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

Y(UK)3: The Contracts (Rights of Third Parties Act) 1999

term beneficiary
'not used' 'not used'

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

Jacobs UK Ltd

Address for communications

Address for electronic communications

The fee percentage is

The key persons are

Name (1)

Job

Responsibilities

Qualifications

Experience

Project Manager

Name (2)

Job

Responsibilities

Qualifications

Experience

Project Director

Name (3)

Job

Responsibilities

Qualifications

Experience

Project Lead for Responding to FDIs

Name (4)

Job

Responsibilities

Qualifications

Experience

Assistant Project Manager

Name (5)

Job

Responsibilities

Qualifications

Experience

Geotechnical Site Attendance Lead

Name (6)

Job

Responsibilities

Qualifications

Experience

Name (7)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

5 Payment

£92,514.17	The Client set total
The activity schedule is	

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]

Address for electron c communications
[redacted]

Name (2)
Address for communications

Address for electron c communications

X10: Information Modelling

The information execution plan identified in the Contract Data is

Contract Execution

Client execution

Signed Underhand

for and on behalf of the Environment Agency

[Redacted Signature]

Signature

[Redacted Date]

Date

Project Manager

Role

Consultant execution

Signed Underhand [PRINT NAME]

for and on behalf of

Jacobs UK Ltd

[Redacted Signature]

[Redacted Date]

Signature

Date

[Redacted Role]

Role

Environment Agency NEC4 Professional Services Contract (PSC) Construction Design Support Scope

Project / Contract Information

Project name	Preston & South Ribble FRMS
Project SoP reference	ENV0000009C
Contract reference	36396
Date	18/05/2022
Version number	V4
Author	Alison Roberts

Revision history

Revision date	Summary of changes	Version number
03/02/2022	Incorporating comments received from DgC	2
18/05/2022	Final	3
08/06/2022	Incorporation of scope clarification Section 2.2	4

This Scope must be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict between the Minimum Technical Requirements and this Scope, this Scope shall prevail.

The *services* are to be compliant with this version of the Minimum Technical Requirements.

Document	Summary of changes	Version number	Issue date
412_13_SD01	Minimum Technical Requirements	10	18/03/2020

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Appendices

Appendix 1 – BIM Protocol: Production & Delivery Table

1 Project Overview

1.1 Definitions

Definitions for this scope of works.

The Contract is:

- ECC Construction Contract awarded to VolkerStevin
- PSC Detailed Design Contract awarded to Jacobs

1.2 Project Background

The Preston and South Ribble Flood Risk Management Scheme (FRMS) is a large multi-phased project that has received approval to enter the construction phase.

Jacobs (NGSA NW Hub) have designed Phases 1 & 2 and continue to design Phases 3-5.

The study area has been sub-divided into the following primary areas (phases) of interest:

- Phase 1 - Riversway and Broadgate
- Phase 2 - Lower Penwortham
- Phase 3 - Frenchwood and Walton-Le-Dale along the Ribble
- Phase 4 - Walton-le-Dale along the Darwen
- Phase 5 - Higher Walton and Samlesbury

This contract is for Phases 1 and 2 only.

Figures 1 – 3, below, show the location and general scheme design layout for Phases 1 and 2.

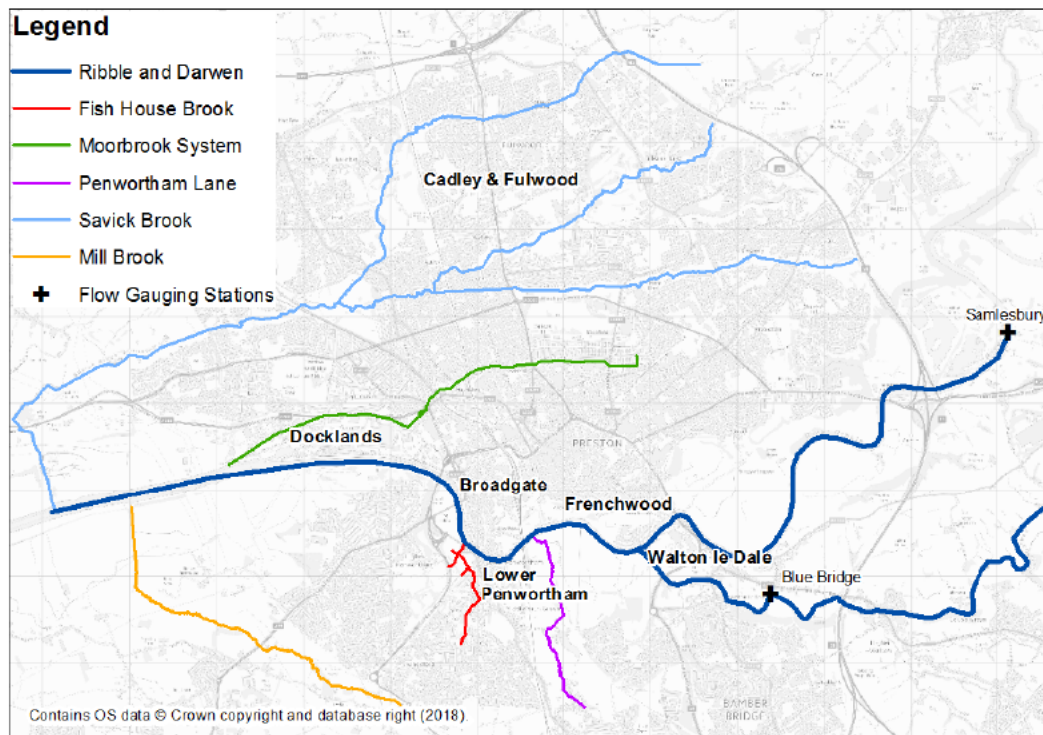


Figure 1: Preston and its Main Watercourses



Figure 2: Preston & South Ribble FRMS – Location of Phase 1 (Reach 1D)

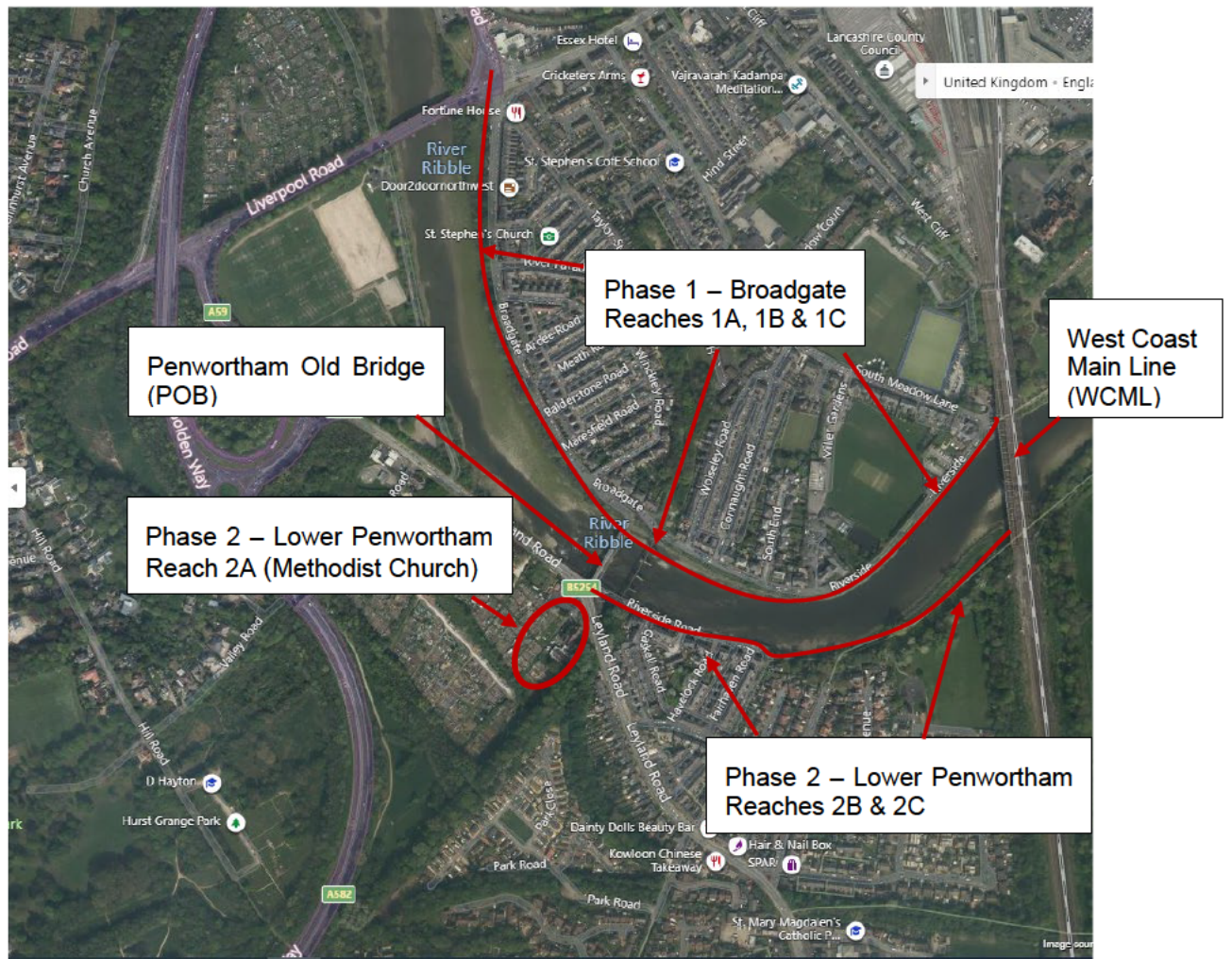


Figure 3: Preston & South Ribble FRMS – Location of Phases 1 and 2.

1.2 Project Objectives

Objectives for the overall Preston & South Ribble FRMS defined in the Full Business Case (FBC) are as follows:

- **Flood Risk Management:** reduce flood risk from all sources to as many households and businesses in the area as possible, incorporating the effect of climate change.
- **Value for Money – Economics and Funding:** the scheme should be economically viable and aim to deliver best value for money for all sources of funding. As such, external financial and other contributions from stakeholders and other third parties should be sought. A scheme that aligns with local economic development needs is required, particularly when this brings external funding opportunities.
- **Sustainability:** the scheme should support the requirements of local environmental objectives, comply with and maintain consistency with national and Water Framework Directive priorities and aims. It should not hamper, but instead maximise opportunities for the improvement of the environment including for biodiversity. It should prioritise options with a lower order carbon footprint.
- **Operation and Maintenance:** where possible, the agreed option should minimise future operation and maintenance requirements.
- **Community Acceptance, Health and Social Benefits:** the scheme should be acceptable to the local community, and where possible, seek to maximise social benefits to the community. The scheme should seek opportunities to provide regular (dry weather) benefits to public health and wellbeing. This could take the form of riverside walks, cycle paths or other leisure facilities. The scheme aims to maintain the historic setting and condition of listed structures, including key historic assets.

These are overarching objectives and applicable to the whole of this Scope, specifically with regards *Consultant* provision of required *services*.



Work eligible for ERDF monies must be subject to a full CEEQUAL assessment and achieve a score of Very Good.

ERDF reporting and invoicing / payment requirements need to be fully adhered to.

1.3 Works Schedule

The Contractors working areas are defined as the following locations:

Preston & South Ribble FRMS (Phase 1)	Works Description
Reach 1A	Linear flood defences from London Road bridge (Penwortham New Bridge (A59)) to historic bridge Penwortham Old Bridge (POB)
Reach 1B	Linear flood defences from POB to Continental Pub/Miller Park entrance
Reach 1C	Linear flood defences West Coast Main Line (incl Miller Park entrance)
Reach 1D	Sea Cadets

Preston & South Ribble FRMS (Phase 2)	Works Description
Reach 2A	Linear flood defences - Lower Penwortham Methodist Church and 2No culverts – Caravan Park & West Coast Main Line (WCML)
Reach 2B	Linear flood defences along Riverside Road
Reach 2C	Flood defence works from Riverside Road to West Coast Main Line (WCML) incl Redi-rock & Ribble Sidings

1.4 Project Delivery Team

Key members of the Construction Team are:

- Designer is Jacobs;

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Key members of the Environment Agency *Client* Team are:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

2 Consultant services required

2.1. General

The Designer 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 during the production design process. For clarity, any design rectification work required will not be permitted to be carried out under this contract.

This contract is for the *Consultant* to respond to design alterations at the *Client's* request, including design input which is required due to unforeseen circumstances where the *Contractor* encounters physical conditions or other events which trigger the implementation of a Compensation Event under the construction contract in accordance with Clause 60.1.

2.2. Project Management & Commission Delivery

Overall management of the commission by the *Consultant* shall include the following:

Commencement & Regular Actions

- *Consultant* to define a key contact to act as *Consultant* Project Manager.
- Make full use of the *Client's* web based project collaboration tools Asite/FastDraft. Whenever practical, all project and contract communications and records are to be distributed and stored using these systems.

Monthly Actions

- Provide written monthly progress report, including observations, photos, etc.
- Attend a monthly progress meeting, update and implement resulting actions.
- Provide a programme update, giving progress against the accepted programme.
- Provide a monthly financial update and forecast.
- Provide input, actively contribute and maintain a project efficiency register.
- Attend a monthly risk register review, update and implement resulting actions.
- Provide input, actively contribute to a lessons learnt log during monthly progress meetings and share any key lessons with the *Client*.

Responding to Contractor Requests

- Respond directly to Further Design Input (FDI) received from the *Contractor* within 5 working days. All responses to be copied to the *Client*, ECC Project Manager and ECC Supervisor.
- The *Consultant's* response within 5 working days shall include an acknowledgement of receipt of a Further Design Input (FDI) and an assessment of how the *Consultant* intends to address the FDI.
- Unless required to correct a defect in work previously undertaken under this Contract, further design work instructed by the *Client* in response to a FDI received from the *Contractor* will trigger the implementation of a Compensation Event in accordance with Clause 60.1.

2.3. Management & Implementation of CEs

For clarity, in line with the intent defined in **Section 2.1 General**, in the event of an accepted Compensation Event notified by either party, the *Consultant* shall:

- Produce and submit a detailed quotation for design works required, clearly defining all the resourcing, programme and specialist requirements necessary to undertake the work. This information shall be supplied within 10 working days of request or in agreement with the *Client*.

Subsequently, on receipt of this information the *Client* will assess the quotation.

2.4. Site Attendance & Works Monitoring

The *Consultant* shall provide technical support to the *Client* and *Contractor* on issues of construction and buildability, where appropriate to mitigate impact of unforeseen issues, explore opportunities for value engineering and drive efficient delivery during construction.

This includes:

- *Consultant* shall advise the *Client* on any opportunities arising during the construction stage to incorporate new innovative design, alternative construction methods or the specification of new materials.
- *Consultant* shall carry out a monthly site inspection during the construction stage, in order to feedback to the *Client*, the accuracy of the delivery of the *Consultant's* Design by the *Contractor*. Reporting to the ECC Supervisor observations made, specifically any observed deviance from the *Contractor's* Works Information.
- *Consultant* shall update all information issued for construction with details supplied by the *Contractor*, producing fully coordinated as built information on completion of the works. All deliverables to the *Client* will be electronically via Asite/FastDraft.
- The *Consultant* shall confirm that the scheme set out on the as-built drawings meet the requirements and objectives of the original Design Contract.
- *Consultant* shall contribute and assist the *Client* in the management of design input or issues encountered on site during construction.
- *Consultant* shall produce a schedule for the ECC Supervisor to ensure they check and adequately document record the following key design parameters during construction.

3 Requirements of the Programme

The *Consultant* shall provide a detailed project plan in Microsoft project format (.mpp) version 2016, meeting all requirements of Clause 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 reviews with actual and forecast progress against the baseline.

The programme shall include all the activities to be undertaken by the *Consultant* and take cognisance of work being undertaken by other members of the project delivery team. Include all major project milestones from commencement to Completion of each reach.

The *Consultant* contract programme shall track progress of the *Contractor's* programme. The *Client* will make available to the *Consultant* a monthly update of the *Contractor's* contract programme and the *Client's* whole life programme for information.

4 Standards to be used

4.1 Health & Safety

Health, safety and wellbeing 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 wellbeing 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 by the Principal Contractor, that the management arrangements adopted by the Principal Contractor for safety are suitable.

The *Consultant* shall provide the *services* in compliance with the Environment Agency SHEW Code of Practice.

Jacobs are appointed as Principal Designer (PD) for the scheme and will provide services in line with statutory requirements of the CDM Regulations. The *Consultant* shall co-operate with the Principal Designer.

4.2 Information Exchange

The exchange of information between the *Client* and *Consultant* shall be undertaken in accordance with the *Client's* Information Requirements (EIR) regarding BIM and the delivery of digital information.

Formal information exchange of project data, including but not limited to project information provided by the *Client* and all deliverables provided by the *Consultant*, shall be issued via the *Client's* Common Data Environment (CDE), Asite/FastDraft.

4.3 Definition of Completion & Defects

It is an absolute requirement of the Conditions of Contract that Completion is only certified 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, Carbon Tool and provision of BIM information.
- A Defect is any *service* provided which is not in accordance with this 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*

5.1 Key Delivery Constraints

The *Consultant* is required to respond and deliver *services* in line with *Contractor's* delivery programme.

The *Consultant* is required to attend site for the duration of the *Contractor's* delivery programme. This will be from May 2022 to December 2023 (20 months).

5.2 *Client* documents the *Consultant* contributes to

The *Consultant* is required to contribute to these *Client* owned documents:

- Project Risk Register
- Project Efficiency Register
- Project CEEQUAL, Carbon Reduction Registers
- Project Community Newsletters and Stakeholder Information

5.3 Timesheets

Timesheets as normally utilised by the *Consultant*, including a brief narrative of the works in period, shall be submitted with fee notes unless otherwise agreed with the *Client* Project Manager. Electronic submissions will be acceptable.

5.4 Mandatory security & vetting procedures for *Consultant* staff with access to the *Client's* IT systems

Not used

6 Services and other things provided by the *Client*

6.1 *Client's* Advisors

The *Client* has a number of internal advisory departments within the Environment Agency. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Client* Project Manager.

6.2 Data, Information Management & Intellectual Property rights

All of the data listed as being supplied to the *Consultant* as part of this study remains the IP of the *Client*.

6.3 Data Custodianship

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

6.4 Licensing Information

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

6.5 Data Management & 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* 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.

6.6 Data Security

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

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

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

Appendices

Appendix 1 - BIM Protocol: Production & Delivery Table

All *Client* issued information referenced within the Information Delivery Plan (IDP) requires verifying by the *Consultant* unless it is referenced elsewhere within this Scope.

The BIM IDP is saved on Asite in the project folder.