

PACKAGE ORDER FOR PROFESSIONAL SERVICE

Package Order Details

Page 1 is to be completed by the *Employer* before passing this Package Order form to their CEMAR superuser.

Package Order Title: Folkestone & Hythe LCWIP Update

Framework Reference No: DN680046

Purchase Order No: TBC.

FHDC Project Manager: [REDACTED]

The names of any other key FHDC staff associated with this Package Order are:
n/a

Direct Award

Awarded Consultant: AECOM

Consultant Project Manager: [REDACTED] [REDACTED]

The names of any other key consultant staff associated with this Package Order are:

[REDACTED]

[REDACTED]

Introduction / background to Package Order:

The purpose of the contract is to appoint technical consultants to provide assistance to update the technical content of the District Council's Local Walking and Cycling Infrastructure Plan (LCWIP) through use of funding awarded under the Capability Fund 22/23.

The services are required because the District Council requires technical expertise in assembling and interpreting relevant datasets in order to propose concept designs for new walking and cycling infrastructure, with part of the reporting output being the generation of high-quality digital mapping and scheme cost information.

The contract is a single, one-off entity that is to be delivered following the entering into of an access agreement between Kent County Council and the relevant District/Borough Council that allows them access to the Professional Services Framework Contract 2020.

PACKAGE ORDER FOR PROFESSIONAL SERVICE

PART ONE: SECTION 1 – DATA PROVIDED BY THE *EMPLOYER*

The following Contract Data Part 1 section 1 is to be used in all Package Orders unless amended for the individual Package Order.

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for dispute resolution and secondary Options of the **NEC3 Professional Service Contract** April 2013 as amended.

Option for dispute resolution

W2

The *Employer* is

- Name
- Address for communications
- Address for electronic communications

Folkestone & Hythe District Council

Civic Centre
Castle Hill Avenue
Folkestone
CT20 2QY

@kent.gov.uk

The *Adjudicator* is to be agreed in writing by both parties if this is to be used.

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

Two weeks

Except if defined in the specific Package Order

The *period for retention* is

2

Year(s) following Completion or earlier termination

The *Adjudicator nominating body* is Institution of Civil Engineers

The *tribunal* is arbitration

3 Time

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

4 weeks

Unless stated differently in the Package Order

4 Quality

PACKAGE ORDER FOR PROFESSIONAL SERVICE

The quality policy statement and quality plan are provided within 3 weeks of the Contract Date.

The *defects date* is 52 weeks after Completion of the whole of the services in each Package order.

5 Payment

The *assessment interval* is a calendar month. Dates to be jointly agreed during mobilisation.

The *currency of the contract* is

pounds Sterling (£)

The *interest rate* is

2

% per annum (not less than 2) above the

Base

Rate of the

Bank of England

bank

8 Risks and Insurance

The amounts of insurance and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICES OR EARLIER TERMINATION
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£5 million in respect of each claim, without limit to the number of claims	6 years
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£10 million 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 this contract	£10 million in respect of each claim, without limit to the number of claims	12 months

If the *Employer* is to provide any insurances

The *Employer* provides no insurances.

The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with the contract, other than the excluded matters is limited to

ten times the Package Order value

Optional Statements

PACKAGE ORDER FOR PROFESSIONAL SERVICE

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

The period for payment is 28 days.

If the *Employer* states any expenses

The *expenses* stated by the *Employer* are the expenses are as given in the schedule of Allowances given in Schedule 4: financial

If the *tribunal* is arbitration

The *arbitration procedure* is

latest version of the Institution of Civil Engineers Arbitration Procedure or in force when the arbitrator is appointed

The place where arbitration is to be held is

London

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The Institution of Civil Engineers

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks

If Option C, E or G is used

The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than 4 weeks.

The *exchange rates* are those published in the
on

Financial Times

If Option C is used

The *Consultant's share percentages* and the *share ranges* are

<i>share range</i>	<i>Consultant's share percentage</i>
less than 90 %	0%
from 90 % to 100 %	50%
from 100 % to 110 %	50%
greater than 110 %	100%

Unless otherwise agreed in the Package Order

X2 Changes in the law

If Option X2 is used

The *law of the project* is

English

PACKAGE ORDER FOR PROFESSIONAL SERVICE

This applies to all Package Orders

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

If Option X20 is used

The *incentive schedule* for Key Performance Indicators is in

Schedule 6

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

as defined in
schedule 6

months

Z16: Price Fluctuation

The *base date* for indices is

December 2019

The first *inflation adjustment date* is

The inflation adjustment dates are

Each year

The latest index to be used is

Preceding the *inflation adjustment date*

These indices are Those published by

BCIS under Price Adjustment Formulae
Indices Series 4 - Highways
Maintenance4/HM/WC/03 Professional
Services

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

PACKAGE ORDER FOR PROFESSIONAL SERVICE

Clause Number	Description
Z1	Additional conditions of contract
Z8	<i>Conflict of Interest</i>
Z9	<i>Corruption, Gifts, Fraud and the Payment of Commission</i>
Z10	<i>Confidentiality and Publicity</i>
Z11	<i>Disclosure and Barring</i>
Z12	<i>Equality and Diversity Compliance</i>
Z13	<i>Data Protection</i>
Z14	<i>Freedom of Information</i>
Z15	<i>Local Government Ombudsman</i>
Z16	<i>Price adjustment for inflation</i>
Z22	<i>Requirement for ECI</i>
Z23	<i>Efficiency gains and cost savings</i>
Z24	<i>Transition Arrangements</i>
Z25	<i>TUPE & Pensions</i>
Z27	<i>Intellectual Property Rights</i>
Z31	<i>Whistleblowing</i>
Z33	<i>Assignment</i>

PACKAGE ORDER FOR PROFESSIONAL SERVICE

PART ONE: SECTION 2 – DATA PROVIDED BY THE *EMPLOYER* SPECIFIC TO THE PACKAGE ORDER

The following pages are to be completed by the *Employer* to describe the individual Package Order.

Package Order Name: Folkestone & Hythe Local Cycling and Walking Infrastructure Plan Update

The Package Order shall be discussed and agreed with the *Consultant(s)* before formally being requested.

To the *Consultant*

Please provide a quotation for this Package Order in accordance with Framework Clause 22.1:

Direct Award

The *Consultant* is to provide the quotation for this Package Order by (usually 2 weeks or more depending upon complexity):

30/06/2023

1. General

Please define the process for this Package Order and provide the budgetary information under detailed services.

The payment mechanism to be used for this Package Order is:

Option A - Priced contract with activity schedule

Tick any secondary Options applicable to this Package Order

- ☒ **None of the option below**
 - ☐ X5: Sectional Completion
 - ☐ X7: Delay Damages
 - ☐ X18 Limitation of Liability
 - ☐ Y(UK)3 The Contracts (Rights of Third Parties) Act 1999
- For the following District/Borough:

The *period for reply* is two weeks except:

The *period of reply* for

[Click here to detail the reason for the *period of reply*.](#)

The initial Risk Register for this Package Order has been completed and is attached for additional risks identified by the *Employer*. If you have answered no, you must state the reasons why in the text field below.

No

...

PACKAGE ORDER FOR PROFESSIONAL SERVICE

2. The Parties main responsibilities

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

Local Cycling and Walking Infrastructure Plan (2019); Folkestone Place Plan (2021); Levelling Up Fund bid submission

If the *Employer* has identified work which is set to meet a stated condition by a key date:

. Completion by the end of January 2024

The detailed services to be provided under this Package Order are:

.

Tasks	Proposed fee
Project management	██████
Existing LCWIP Revision	██████
Walking and Cycling Network Planning	██████
Prioritisation and Concept Design	██████
Presentation of Results	██████
Integration and Application	██████
Total	£24,991

The outputs (documents, reports etc) from this Package Order shall comprise:

- Monthly meetings with F&H DC officers,
- Maps with updated existing and future travel patterns,
- A network plan review for walking and cycling routes,
- Summary of feedback received during Stakeholders and Public Engagement,
- Concept design for shortlisted 1-2 cycling and walking routes
- A prioritised programme of infrastructure improvements for future investment for 1-2 routes and,
- A robust, evidence-based report which sets out the underlying analysis for the LCWIP and provides a narrative which supports the identified improvements

Existing record, or Health & Safety information, associated with this Package Order is:

This relates to H&S files not data sets.

N/A

Constraints to be allowed for in the Package Order are:

The project and associated spend has to be satisfactory completed by the end of January 2024

Are net-zero emissions and sustainable outcomes to be considered?

No

PACKAGE ORDER FOR PROFESSIONAL SERVICE

Detail what is to be considered and if there is to be any benchmarking for measuring the success

Regular reviews of the commission as it develops

Assumptions to be allowed for in the Package Order are:

- The data used to carry out this work will be supplied by F&H DC within the first two weeks of commission unless agreed otherwise to enable AECOM to meet its proposed programme. In the case additional data need to be obtained from external sources, AECOM will not be responsible for the accuracy of the data and if the data is subject to manipulation, this may incur additional costs if we need to revise or repeat any aspects of our work in response.
- For efficiency some workshops meetings will be scheduled back-to-back and client progress meetings will be combined.
- It is assumed that that comments on draft deliverables will be provided 10 working days from issue, unless otherwise agreed.
- Initial forecasts of fee have been given to provide a total delivery budget, allowances may need to be varied between tasks/towns depending upon the outcomes of the study and local characteristics.
- Spatial maps for the reviewed data and network gaps will be produced through GIS maps as mentioned in the various tasks. Maps for additional datasets can be produced for additional fee.
- An indicative maximum of 2 walking and cycling routes with a performance score higher than 3 (using Route Selection Tool) will be proposed.
- Scheme concept designs and visualisations of the identified cycling and walking routes are not included in our proposal i.e., scope is limited to identification and spatial presentation of potential improvements.
- AECOM will not be responsible for the accuracy of data from external sources, and should data be subject to change, this may incur additional costs if we need to revise or repeat any aspects of our work in response.

Suitable presentation material required to achieve productive meetings and workshops will be supplied by AECOM..

Upon closure of the Package Order, the Employer requires all associated Intellectual Property relating to the project any files in their original formats; ACAD, MS Office, Traffic Modelling Software outputs, images, calculations and relevant correspondence. These will be supplied within 6 weeks of the completion of the Package Order .

PACKAGE ORDER FOR PROFESSIONAL SERVICE

Do you require the *Consultant* to be appointed as principal designer under CDM 2015?

No

If yes and the same principal designer is to be used throughout and including construction please complete the Package Order principal designer form and raise a new order for this.

If the principal designer is only to be appointed for a period of this brief then the requirements need to be added to this Package Order.

3. Time

The **starting date** for works under this Package Order shall be the following date or the quotation acceptance date (whichever is later):

19/07/2023

The **completion date** for works under this Package Order shall be no later than:

31/01/2024

The *Consultant* is to provide the following additional information with the quotation:

.N/a

Note: The *Consultant* is required to submit for approval an initial Package Order programme within two weeks of a request.

The *Consultant* is to provide progress and financial updates at the following intervals:

. Monthly

4. Quality

The Suppliers overall contract Quality Policy Statement is stored with the Contract and Commissioning team.

The quality policy statement and quality plan for the specific Package Order are provided within 3 weeks of the Contract Date unless specified differently below

4 weeks

The *Consultant* submits revised programmes at intervals no longer than four weeks unless detailed differently below:

Click here to enter the period.

PACKAGE ORDER FOR PROFESSIONAL SERVICE

8. Indemnity, insurance and liability

Insurances:

The *Consultant's* failure to use the skill and care normally used by professionals providing services similar to the service is as per **Contract Data Part 1** section 1 unless detailed differently below:

Minimum amount of cover in respect of each claim, without limit to the number of claims is:

As per Contract Data Part 1 Section 1

And the period following completion of the Package Order or termination is 6 years

The *Consultant's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is ten times the Package Order value unless detailed differently below:

£249,000.

Not Applicable

Optional Statements

The completion date for the whole of the services is:

31/01/2024

If the *Employer* has identified work which is to meet a stated *condition* by a *key date*

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

<i>key date</i>	<i>Condition to be met</i>
NO KEY DATES	Not Applicable

If Option C is used

The *Consultant's* share percentages are shown in **Contract Data Part 1** section 1 unless stipulated below:

The Consultant's share percentage

<i>Share range</i>	<i>from</i>	<i>to</i>	<i>Consultant's share percentage</i>
less than % % %
from % % %
greater than % % %

PACKAGE ORDER FOR PROFESSIONAL SERVICE

X5: Sectional Completion

If required the *completion date* for each section of the *service* is:

<i>section</i>	<i>description</i>	<i>completion date</i>
1		
2		
3		
4		

X7: Delay Damages

If Option X7 is used without Option X5:

Delay damages for Completion of the whole of the *service* are

per day

If Option X7 is used with Option X5

Delay damages for *each section* of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1		
2		
3		
4		
The delay damages for the remainder of the <i>service</i> are		

X18; Limitation of liability

If included the *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to:

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

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

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

	<i>term</i>	<i>beneficiary</i>	

PACKAGE ORDER FOR PROFESSIONAL SERVICE

Has an Equality Impact Assessment been completed and submitted to the EQiA team ?

No

If you selected no, please state the reason why:

Not required

GDPR Compliance:

Do you believe personal data will be used, taken or stored as part of this Package order?

No

If yes, to what extent?

N/A

If you selected no, please outline why:

Not required

Issued by: 
Folkestone & Hythe District
Council

The *Employer*

Date Issued: 19/07/2023

PACKAGE ORDER FOR PROFESSIONAL SERVICE

PART TWO: SECTION 1 – DATA PROVIDED BY THE *CONSULTANT*

The *Consultant* completes the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Consultant* is

Name

AECOM Limited

Address for communications

AECOM Limited
Saxon House
27 Duke Street
Chelmsford, CM1 1HT , United Kingdom

Address for electronic communications

The *staff rates* are given in Schedule 4: Financial

PACKAGE ORDER FOR PROFESSIONAL SERVICE

PART TWO SECTION 2 – Data provided by the *Consultant*

Note: The response period for communications under the contract is two weeks but a longer period may be agreed if accepted by both parties.

To the *Employer*

The Package Order above is acceptable and below is a Package Order Proposal associated with this Order, subject to the conditions indicated:

The quotation value for this Package Order is: £24,991

The Breakdown of the Quotation is as follows (or attached):

Tasks	Proposed fee
Project management	██████
Existing LCWIP Revision	██████
Walking and Cycling Network Planning	██████
Prioritisation and Concept Design	██████
Presentation of Results	██████
Integration and Application	██████
Total	£24,991

Sub-Contracting

Confirm the percentage markup that will be applied to any subcontracting elements.

N/A%

Confirm payment mechanism quoted:

Option A - Priced contract with activity schedule

Confirm the start date for works under this Package Order shall be the following date or the quotation acceptance date (whichever is later):

31/07/2023

Confirm the completion date for works under this Package Order shall be no later than:

31/01/2024

The quotation is supplemented by the following:

The quotation breakdown is attached.

The Package Order programme will be provided within two weeks.

Methodology used for delivery:

PACKAGE ORDER FOR PROFESSIONAL SERVICE

See attached project plan

This quotation is based on the following additional assumptions:

None

If the *Client* has requested net-zero emissions and sustainable outcomes the details of the proposals are:

Not appropriate given the scale of the services being procured.

The initial Risk Register provided above has been considered and: no additional risks have been identified.

The Programme has been attached.

The details of proposed sub-consultant are:




N/A

Issued by:		The Consultants name	Date Issued:	20/07/2023
-------------------	---	-----------------------------	---------------------	------------

Signed By Consultants Director:





Issue Status / Amendment	Prepared	Reviewed	Approved by Consultant
<u>Rev 00</u> Click here to enter issue details.	 08/06/2023	 08/06/2023	 08/06/2023
<u>Rev 01</u> Click here to enter issue details.	Click here to enter name of preparer. Click here to enter prepared date.	Click here to enter name of reviewer. Click here to enter reviewed date.	Click here to enter name of approver. Click here to enter approved date.
<u>Rev 02</u> Click here to enter issue details.	Click here to enter name of preparer. Click here to enter prepared date.	Click here to enter name of reviewer. Click here to enter reviewed date.	Click here to enter name of approver. Click here to enter approved date.

PACKAGE ORDER FOR PROFESSIONAL SERVICE

To the *Consultant*

The proposal for this Package Order is: Your proposal is acceptable,
Comment box.

Issued by: 

The *Employer* Date Issued: 01/09/2023

Signature:



Note:

- The response period for communications under the contract is two weeks for a Direct Award and defined period for a mini competition

**Consultants financial
reference No.:**

[Click here to enter the *Consultants* financial reference No.](#)

The *Employer* and *Consultant* conform that the Package Order forms a Contract between them both

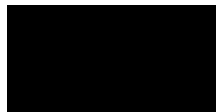
Signed on behalf of the *Consultant*.

Name: 

Position: Operations Director

Date: 04/09/23

Signature:



Signed on behalf of the *Employer*.

Name 

Position: Strategy and Policy Senior Specialist

Date: 01/09/23

Signature:



19/07/2023