



Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Stage:

Collaborative Delivery Framework

Jeremy Benn Associates Ltd

03246693

South East

Haugh Head Ford Technical Support

Professional Service Contract

Option E

Site_Design_Queries

Revision	Status	Originator	Reviewer	Date
1 Draft				26/11/2021
2 Live				21/12/2021

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project NameHaugh Head Ford Technical Support

Project Number

This contract is made on - - 14/02/2022
between the Client and the Consultant

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the Client and the Consultant in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
HHF Technical Support PSC Scope v2

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

1 GeneralThe 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 OptionOption EOption 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 isProvide technical clarifications to queries from the Client and Contractors relating to the design of the Haugh Head Ford scheme, and further design as required

The Client isEnvironment Agency

Address for communicationsTyneside House
Newcastle-upon-Tyne
NE4 7AR

Address for electronic communications

The Service Manager is
Address for communications

Address for electronic communications

The Scope is in
HHF Technical Support PSC Scope v2

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 is2 weeks

The period for retention is6 yearsfollowing Completion or earlier termination

The following matters will be included in the Early Warning Register

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

2 weeks

2 The *Consultant's* main responsibilities

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

conditions to be met

'none set'

'none set'

'none set'

key date

'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

18 February 2022

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 August 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 forecast of the Prices is

£32,354.00

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

The *interest rate* is

Base

2.00%

per annum (not less than 2) above the

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

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>	£[REDACTED] in respect of each claim, without limit to the number of claims	[REDACTED] 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	[REDACTED] in respect of each claim, without limit to the number of claims	[REDACTED] 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	[REDACTED]	

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

Z6 The Schedule of Cost Components

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

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 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	<i>beneficiary</i>
Any	None

Part Two - Data provided by the Consultant

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

1 General

The *Consultant* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is

Option E

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

Name (3)

Job

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

Name (5)

Job

Responsibilities

Qualifications

Experience

Name (6)

Job

Responsibilities

Qualifications

Experience

Name (7)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

Reciept of the Flood Risk Activity Permit

Ground investigation and laboratory testing delays

Selection of the preffered bridge deck option and structural design

Commission of a bridge designer and lead in for construction

Delays due to bad weather

Very short project timescale

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

X10: Information Modelling

The *information execution plan* identified in the Contract Data is

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

[Redacted Signature]

[Redacted Date]

[Redacted Role]

Signature

Date

Role

Consultant execution

Signed Underhand by [PRINT NAME]

for and on behalf of Jeremy Benn Associates Ltd

[Redacted Signature]

[Redacted Date]

[Redacted Role]

Signature

Date

Role

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract information

Project name	Haugh Head Ford
Project 1B1S reference	██████████
Contract reference	Technical Support Contract
Date	26/11/21
Version number	2
Author	██████████

Revision history

Revision date	Summary of changes	Version number
01/10/2021	First Draft	1
04/10/2021	██████ Review	1
06/10/2021	██████ Review	1
10/11/2021	Extending Scope Redraft	2
19/11/2021	██████ Review	2
26/11/2021	██████ Review	2

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

Document	Document Title	Version No	Issue Date
LIT 13528	Minimum Technical Requirements	11	16/06/2021

1 Objectives of the project (project outcomes)

Objective

The proposed outcome is for the *Consultant* to provide technical support services for the Haugh Head Ford scheme during the construction works. The construction works are to be delivered by the [REDACTED] (Contractor) who will in turn let the works to sub-contractors.

Additionally, the following items are required prior to site works commencing:

- A review of the detailed designs and highlighting alterations required;
- A buildability & sequencing statement;
- Ground investigation supervision;
- An optioneering matrix for a footbridge;
- Design of the footings for a footbridge;
- A scheme of groundwater monitoring to establish a baseline to compare against during works and post-works;
- Provide technical support to the Contractor for discharge of planning conditions.

2 Project team

1. The *Consultant* is Jeremy Benn Associates Ltd
2. The Contractor is [REDACTED]
3. The *Service Manager* is [REDACTED] from Environment Agency.
4. Cost management will be provided by the co-located cost manager
5. Principal Designer is [REDACTED] from [REDACTED].
6. The Environmental Clerk of Works is TBC

3 *Consultant* provides the services

The *Consultant* is to answer any queries raised by the *Client* or Contractor about the detailed design previously produced by the designing team of [REDACTED] and to provide design alterations due to unforeseen circumstances during the construction works.

The *Consultant* is to carry out a review of the detailed designs to familiarise themselves, and provide a buildability & sequencing report in order to inform the main works contract procurement invitation to tender carried out by the Contractor. This will inform prospective contractors of possible implementation methods.

The *Consultant* previously produced a ground investigation specification, the Contractor is to deliver this but will require investigation supervision as set out in the specification (ENV0000415C-JBAU-00-00-GT-SP-1000-GI_Spec). The *Consultant* shall provide these services during the investigation.

At this stage, it is known that an outline design for the replacement footbridge that conforms to the overall scheme design will be required that can inform site investigations and gain planning approval. It is imperative that this design conforms to the overall design of the scheme and factors in hydraulic model results previously undertaken by [REDACTED]. This design will need to satisfy the Northumberland County Council's specification as follows:

- Footway width must exceed 3ft (915mm);
- Slope of the ramps must be the same or less as the current footbridge;
- Must comply with Highways England's DMRB;
- Must have a lifespan of 120 years;
- Designed with minimal maintenance requirements;

An AIP (Approval in Principle) document will also need to be produced for this bridge design. The *Consultant* shall produce an optioneering report of the possible design concepts for the footbridge, including high level estimates of costs of each.

The *Consultant* shall also produce specifications for the footings of this footbridge based on the results of the ground investigations when available.

The *Consultant* shall also specify a scheme of groundwater monitoring that can be implemented as part of the ground investigations. This will establish a baseline for comparison during the construction phase and after the works have been completed.

It is also expected that the *Consultant* shall be responsible for the preparation of as-built drawings from contractor mark-ups.

4 Requirements for Completion

- 1 Population of the *Client's* latest version of the Project Cost Tool, Carbon Tool and provision of BIM information is an absolute requirement of Completion.

5 Constraints on how the consultant provides the services

Not used

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 *Service Manager* will take reasonable steps, when considering documents supplied to them by the *Consultant*, that the management arrangements adopted by the *Consultant* for safety are suitable.

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

Not used

7 Requirements of the programme

7.1 Programme

The *Consultant* shall provide a detailed project plan in Microsoft Project format (version 2016) meeting all requirements of Cl.31 of the *conditions of contract*. A baseline programme 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* and other members of the project team. Include all major project milestones from commencement to the end of the reporting, consultation and approvals stage.

8 Services and other things provided by the *Client*

8.1 Data and information management and intellectual property rights

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

8.2 Data custodianship

The data custodian for project deliverables from this commission will be the area PSO team.

8.3 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.

8.4 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.

8.5 Data security

All model and survey information will be provided to the *Consultant* 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 *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 will be discussed at the start-up meeting for this commission.

8.6 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.

8.9 Payment procedure

Payment is subject to the procedure agreed in or under the Client Support Framework

8.10 Quality

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

Please detail any other requirements of the Quality Plan

Appendices

Appendix 1 BIM Protocol – Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan requires verifying by the *Consultant* unless it is referenced elsewhere within the Service.



You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by tenderers and price