



Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Client Support Framework

Midlands

Severn Valley -Reservoir Engineering services and General T

Professional Service Contract

Option E

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework

Project Name	Severn Valley -Reservoir Engineering services and General Technical Assurance services
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Project Number

This contract is made on 01 December 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
Panel Eng and Assurance Support SVWMS v0.3 - 08/12/20

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 E

Option for resolving and avoiding disputes

W2

Secondary Options

The *service* is

Contract to supply reservoir engineering services and general technical assurance services for the Severn Valley Water Management Scheme

The *Client* is

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The Scope is in
Panel Eng and Assurance Support SVWMS v0.3 - 08/12/20

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

The *period for retention* is

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 condition to be met key date

'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 January 2021

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 30 September 2021

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 Base [REDACTED] per annum (not less than 2) above 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 November 2020 and 31st March 2021

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	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
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The *Consultant's* failure to use the skill and care normally used by professionals providing services similar to the *service*

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service

Death of or bodily injury to employees of the *Consultant* 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 *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to

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
- 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

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* ;
or
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
 - 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

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 two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is 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 X10: Information modelling

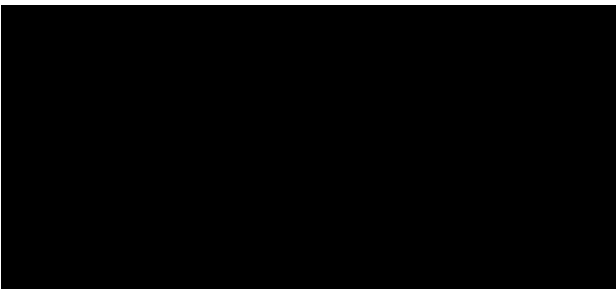
The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2

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 D limited to

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



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

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

Address for communications

Address for electronic communications

The *fee percentage* is

Option E

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (2)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (3)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (4)
Job
Responsibilities
Qualifications
Experience

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

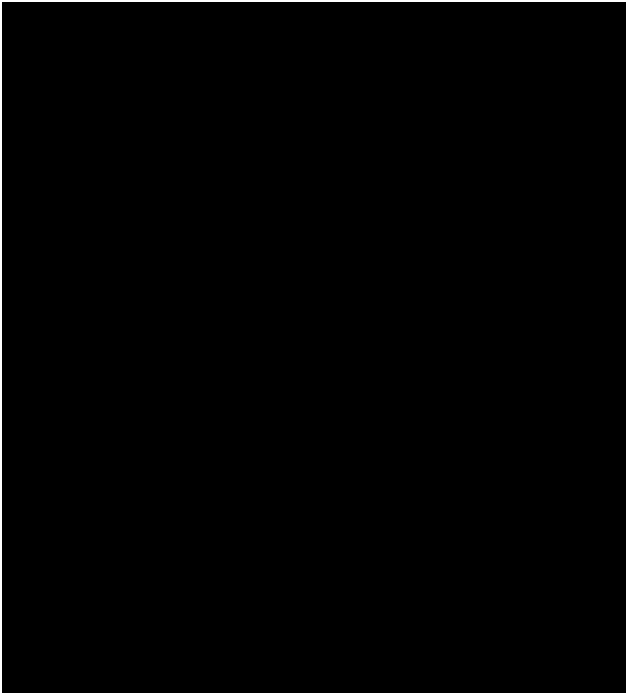
Experience

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



Address for electronic communications

X10: Information Modelling

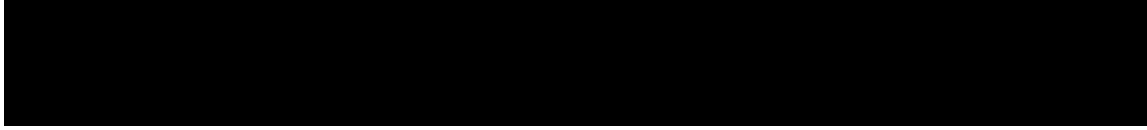
The *information execution plan* identified in the Contract Data is

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

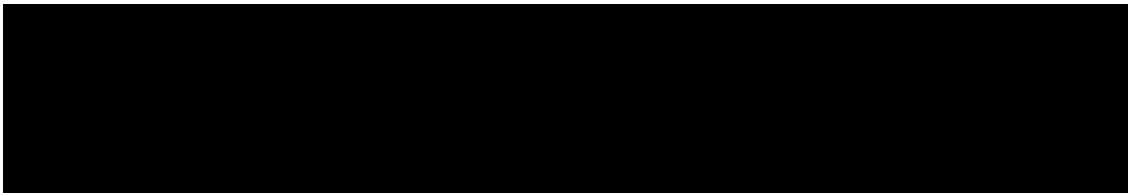
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Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

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Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract information

Project name	Severn Valley Water Management Scheme
Project SOP reference	██████████
Contract reference	project_
Date	8th December 2020
Version number	0.3
Author	██████████

Revision history

Revision date	Summary of changes	Version number
2 nd December	First Draft	0.1
3 rd December	Minor revisions	0.2
8 th December	Finalisation for Issue	0.3

1 Introduction

1.1 Background

As evidenced by the most recent floods in February 2020 (Storm Ciara and Storm Dennis), large areas of the West Midlands' urban centres along the River Severn are at significant risk of flooding including Shrewsbury, Ironbridge, Bridgnorth, Bewdley and Worcester.

The aspiration for the Severn Valley Water Management Scheme (WMS) is to primarily:

- Reduce the flood risk to over 2000 residential properties from Shrewsbury to Worcester.
- Reduce operational cost and risk of frequent barrier deployment at sites including Shrewsbury, Ironbridge and Bewdley.
- Work in partnership to unlock development opportunities and support economic growth in areas of Shropshire, Worcestershire and Gloucestershire by tackling the significant flood risk posed by the River Severn; and
- Provide large scale ecological benefits upstream.

The Environment Agency, enabled by the coordinated approach of the River Severn Partnership, is taking the opportunity presented by Shropshire Council's proposed construction of the North West Relief Road around Shrewsbury, to consider a major scheme that could achieved the aspirations above.

This catchment wide approach, raised by MP for Shrewsbury, Daniel Kawczynski at a Parliamentary debate on 11th March 2020, aligns with the aspirations of the River Severn Partnership to invest in infrastructure which offers multiple benefits and unlocks sustainable development.

A feasibility study has been undertaken by the EA's Collaborative Delivery Framework (CDF) partner Arup. This feasibility study suggests that a viable scheme is possible and so we are now taking the next steps towards understanding the risks and opportunities through development of a Strategic Outline Case (SOC) and undertaking appropriate investigations to give us knowledge and confidence in the required works.

1.2 Objectives of the project (project outcomes)

Investment objectives for this scheme have been drafted following consultation of core stakeholders. They are in the process of being agreed but are summarised as follows:

- Reduce flood risk
- Contribute to securing future water supply
- Create something innovative and educational
- Support future growth and development
- Deliver long term sustainability and environmental enhancement

1.2 Objectives of the commission (outcomes)

The key outcome of this commission is to provide Technical Assurance to the SVWMS project team to provide ongoing support in assuring the quality and standard of deliverables and to participate in shaping the scope and needs of those deliverables. The reason for this is in order to reassure the project team that the pace of delivery of the project is being effectively guided and realised.

There are two elements of this commission, the first of which has a clear requirement for current and ongoing input and the second of which may be required when the internal capacity of the team is insufficient to provide our own Assurance. These are:

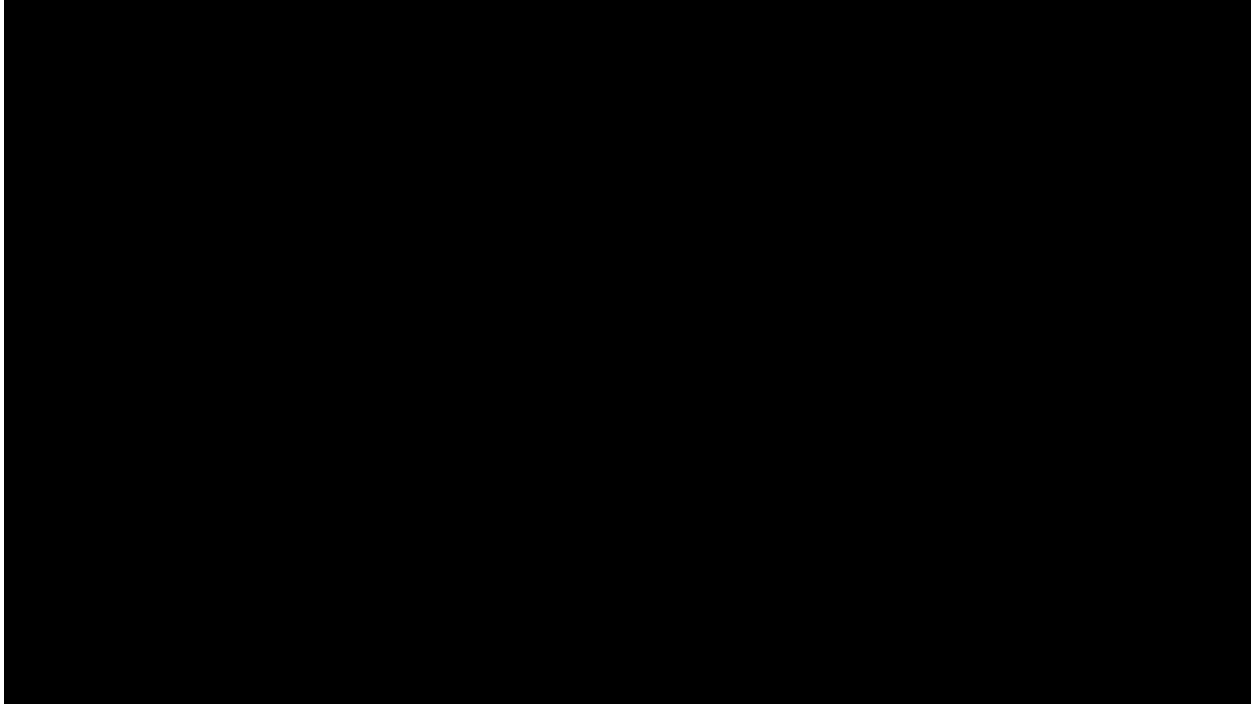
1. Reservoir Engineering services, and

2. General Technical Assurance services

The details of the Services that achieve these elements are given in Section 3.

2 Project team

The project team for the development of the Severn Valley WMS is set out in the organogram below.



3 Consultant provides the services

Reservoir Engineering Services

The Reservoir Act 1975 requires appointment of an All Reservoirs Panel Construction Engineer ("Panel Engineer") during the design, construction or modification of a reservoir. The outcome of this commission is to provide Panel Engineer advisory services to ensure that any reservoir proposed is designed, constructed and altered to meet the requirements of the project brief and in compliance with the Reservoir Act 1975 until a final certificate has been issued to the *Client*.

The scope of the appointment is covered by the Reservoirs Act 1975 as it relates to the duties of the Construction Engineer and to assist the undertaker in complying with the provisions of the Reservoirs Act 1975. In fulfilling the duties therein, the *Consultant* may be involved in inter alia:

- site visits;
- production/issue of a formal reports;
- provide input in to Environment Agency reservoir reporting and project reporting;
- compliant with Environment Agency internal standard operating procedures/ guidance including completion of the Construction Supervision Schedule and Internal Design Review Form;
- reviewing data from monitoring and testing exercises;
- review entries in the prescribed form of record book as appropriate;
- assessing hydrological information and reservoir design details;
- photographic records;
- work with the undertaker's representatives at area level as appropriate including the Reservoirs Act Co-ordinator;
- check the reservoir flood plans are correct and current;

- work with the design consultants;
- advise on any changes to the Reservoir Act 1975 or other relevant legislation and guidance;
- attend workshops as required, such as risk review, value engineering;
- reviewing peer review documentation and provision of responses;
- issue certificates in accordance with the Act e.g. Final Certificate;
- specifying matters to be watched when the reservoir fills/is subject to loading, where appropriate.
- Be available to attend site during operation
- Support the CDF consultant in preparing Design Reports, providing the undertaker with a record of the reservoirs design and construction.

The *Consultant* maintains a log of his visits together with any specific reasons for them. The frequency of the visits will be dictated by the needs of the reservoir and the provisions of the Act.

The *Consultant* attends monthly progress meetings, on request, to update the team on compliance with reservoir legislation.

The *Consultant* maintains a file of site visit reports, weekly updates, incident reports, correction notices and design amendments. This file will be passed to the *Client* on completion of the project and will constitute a condition of Completion.

General Technical Assurance Services

The project team are endeavouring to use internal Environment Agency resources, where possible, to scrutinise and Assure documents provided by the CDF *Consultant* and Contractor. This will not always be possible and so the team wish to have support available at times of need. It is anticipated that this need will cover:

- Hydrology
- Hydraulic modelling
- Economic appraisal
- EIA / Environmental reporting (including HRA and WFD Compliance)
- Consenting
- Ad hoc other elements

The *Consultant* provides recognised technical experts to support in Assurance of these elements. The *Client* will give appropriate notice for this.

For any or all of the above, the *Consultant* may be involved in inter alia:

- appraisal of scopes and methodologies;
- review and feedback on data, its use and interpretation;
- review and feedback on reports;
- review and feedback on technical notes;
- review and feedback on calculations;
- review and feedback on application forms;
- attend workshops as required, such as risk review, value engineering;

The purpose of the reviews will be to provide the *Consultant's* opinion on whether reasonable best practice has been followed, to provide technical advice and comment based on their experience and to comment on compliance with relevant guidance (internal and external) and legislation.

4 Definition of completion and defects

Completion is only achieved when all of the *services* have been provided and accepted by the *Client*.

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*

The named Panel Engineer is not to delegate their duties or powers without prior written agreement from the *Client* and implementation of required legislative notifications in line with the Reservoir Act 1975.

The *Consultant* shall not delegate their duties or powers.

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.

6.2 Specifications or standards to be used

The *Consultant* will comply with:

- the *Clients* Minimum Technical Requirements,
- the Reservoir Act 1975 and other relevant legislation
- the *Client's* Operational Instructions in relation to design, construction and management of reservoirs (specifically 478_05_SD01 and 478_05)

7 Requirements of the programme

7.1 Programme

The Start Date for the works is January 2021.

The Completion Date for the works is 30 September 2021. This is the current anticipated end date of the next round of project deliverables. Should the programme extend owing to ongoing viability of the project as business cases progress then the *Client* is likely to seek an extension to the commission.

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 plan shall be provided for the first project 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. It shall 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 Contract to be administered

The *Client* will provide an electronic copy of the contracts to be administered by the *Consultant*. This will include a copy of the agreed scope. Other information referred to in the contract will be available on ASite.

8.2 Training to be provided by the *Client*

The *Client* will provide access to and training on their web-based Project Collaboration Tool (ASite).

8.3 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*.

8.4 Data custodianship

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

8.5 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.

8.6 Payment procedure

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

8.7 Quality

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