

Professional Service Contract

Contract Data Forms

(with amendments January 2019)

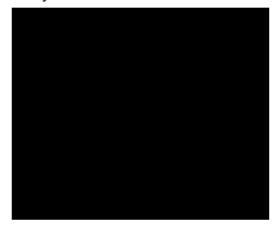
This agreement is made between the Client, the Consultant and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the for Mids PCM Recruitment (the service).

The Consultant offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The Consultant was appointed to the framework and executed the framework agreement (with reference number RM6165).

by





Contract Data

PART ONE - DATA PROVIDED BY THE CLIENT

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

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 (with amendments January 2019)

Main Option E Opt

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X9, X11, X18, Y(UK)2, Y(UK)3,

The service is

Provisions for bought in service project team leader/project managers/project executives to support the programme delivery for the Programme and Contract Management (PCM) team until March 2024 with potential to extend for an additional year.

The Client is

Name

Address for communications

Address for electronic communications

The Service Manager is

Name

Address for communications



Address for electronic communications

The Scope is in

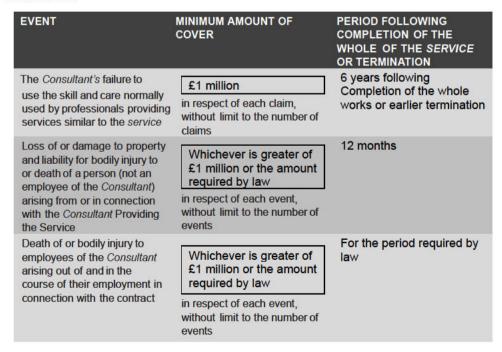
BiS Scope PM1 - V3

	The language of the contract is	English	
	The law of the contract is the law of	England and Wales jurisdiction of the c	s, subject to the ourts of England and
	The period for reply is	2 weeks	except that
	• The period for reply for	n/a	is n/a
	• The period for reply for	n/a	is n/a
	The period for retention is		tion or earlier termination
2 The Consultant's m	Early warning meetings are to be held at longer than ain responsibilities	intervals no	2 weeks
If the <i>Client</i> has identified	The key dates and conditions to be met are	e	
work which is set to meet a stated <i>condition</i> by a <i>key</i>	condition to be met	ey date	
date	(1)		
	(2)		
	(3)		
If Option A is used	The Consultant prepares forecasts of the intervals no longer than	e total <i>expense</i> s at	4 weeks
If Option C or E is used	The Consultant prepares forecasts of the		
	plus Fee and expenses at intervals no lo	onger than	4 weeks
3 Time			
	The starting date is		25/09/2023

The <i>Client</i> provides access to the following persons,	places and things
access	access date
(1)	
(2)	
(3)	
(9)	
The Consultant submits revised programmes at int	ervals no
longer than	4 weeks
The completion date for the whole of the service is	31/03/2024
The period after the Contract Date within which the)
Consultant is to submit a first programme for accept	otance is 2 weeks
nt	
The period after the Contract Date within which the	e Consultant
is to submit a quality policy statement and quality p	lan is 4 weeks, if not previously provided by the Consultant
The period between Completion of the whole of the	e service
and the <i>defects date</i> is	26 weeks
The currency of the contract is the	£ sterling
	Monthly
The assessment interval is	monuny
The expenses stated by the Client are	
item amoun	t
The interest rate is 2 % per annum (r	not less than 2) above the
Base rate of the Ba	ank of England bank
The period within which payments are made is 1	Month
The locations for which the Consultant provides a charge for the cost of support people and office overhead are	
	access (1) (2) (3) The Consultant submits revised programmes at int longer than The completion date for the whole of the service is The period after the Contract Date within which the Consultant is to submit a first programme for accept to submit a quality policy statement and quality policy statement and quality policy statement and quality policy and the defects date is The period between Completion of the whole of the and the defects date is The currency of the contract is the The assessment interval is The expenses stated by the Client are item amount for the interest rate is 2 % per annum (real management). The period within which payments are made is 1 The locations for which the Consultant provides a charge for the cost of support people. All UK offices

If Option C is used	The Consultant's sh	hare percentages and the sh	are ranges	s are	
	share range			Consultant's share percent	age
	less than	80	%	0 – below this threshold any further savings are allocated 100% to the Client	%
	from	80 % to 120	%	50	%
	from	% to	%		%
	greater than	120	%	0	%
If Option C or E is used	The exchange rate	es are those published in	Financia	al Times	
6 Compensation ev	on (starting da	(date)			
If there are additional	These are additiona	al compensation events			
8 Liabilities and ins	urance				
If there are additional Client's liabilities	These are additiona	al Client's liabilities			
Cheff 3 habilities	(1)				
	(2)				
	(3)				

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



The Consultant provides these additional insurances

(1) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(2) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(3) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
The Consultant's total liability to the arising under or in connection with	
the excluded matters is limited to	£1 million

The tribunal is If the tribunal is arbitration The arbitration procedure is The place where arbitration is to be held is 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 Senior Representatives of the Client are Name (1)
The place where arbitration is to be held is 'to be confirmed' 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 Senior Representatives of the Client are
The place where arbitration is to be held is 'to be confirmed' 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 Senior Representatives of the Client are
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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 Senior Representatives of the Client are
choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is The <i>Senior Representatives</i> of the <i>Client</i> are
Name (1)
Address for communications
Address for electronic communications
Name (2)
Address for communications
Address for electronic communications
The <i>Adjudicator</i> is
Name 'to be confirmed'
Address for communications 'to be confirmed'
Address for electronic communications 'to be confirmed'

The Adjudicator nominating body is

Institution of Civil Engineers

X2: Changes in the la	aw		
If Option X2 is used	The law of the project is	The law of England and jurisdiction of the courts of	
X5: Sectional Comple	etion		
If Option X5 is used	The completion date for ea	ch section of the service is	
	section	description	completion date
	(1)		
	(2)		
	(3)		
	(4)		
X7: Delay damages			
If Option X7 is used without Option X5	Delay damages for Comp	letion of the whole of the service	e are per da
f Option X7 is used with	Delay damages for each se	ection of the service are	
Option X5	section	description	amount per day
	(1)		
	(2)		
	(3)		
	(4)		
	The delay damages for th	e remainder of the service are	
X8: Undertakings to	Others		
If Option X8 is used	The undertakings to Others	s are provided to	
X9: Transfer of Intelle	ectual Property Rights		
X10: Information mod	delling		
If Option X10 is used			
If no <i>information</i>	The period after the Co	ntract Date within which the Con	sultant is to submit a first
execution plan is dentified in part two of the Contract Data	Information Execution P	lan for acceptance is	2 weeks
(11: Termination by th	e Client		
(13: Performance bond	d		

If Option X13 is used	The amount of the performance bond is	
X18: Limitation of lial	pility	
If Option X18 is used	The Consultant's liability to the Client for indirect or consequential loss is limited to	£1 million
	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 6 years after the Completion	£1 million n of the whole of the service
X20: Key Performance	Indicators (not used with Option X12)	
If Option X20 is used	The <i>incentive schedule</i> for Key Performance Indicators is in A report of performance against each Key Performance Indicator is provided at intervals of	months

Y(UK)1: Project Bank Account Charges made and interest The Consultant is not to pay any charges made and to be paid any interest paid by the paid by the project bank project bank (Delete as applicable) Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996 If Option Y(UK)2 is used The period for payment is 14 days after the date on which payment becomes due and the final date for payment is not fourteen days after the date on which payment becomes due Y(UK)3: The Contracts (Rights of Third Parties) Act 1999 If Option Y(UK)3 is used term beneficiary If Y(UK)3 is used with beneficiary term Y(UK)1 the following The provisions of Named Suppliers entry is added to the Options Y(UK)1 table for Y(UK)3

Z: Additional conditions of contract

If Option Z is used The additional conditions of contract are

Z1 Disputes:

Option W2 subclause W2.1(4) is deleted. The Parties agree that adjudication under Clause option W2 should only commence if the dispute resolution procedure has been exhausted and that the dispute resolution procedure in the Scope, takes precedence over Option W2.

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.
- lonising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear
- 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.

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.

Z5 Secondments

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;

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 rates and costs in this contract shall be compliant with CCS CPS framework (RM6165) (including Schedule 11 Framework Prices).

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.

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.

Z125 Limitation of Liability

Under clause 87.1; after the fourth bullet point; insert the additional bullet points:

- loss of or damage to the Client's property, to the sum that the Consultant is required to insure under the contract in respect of such loss or damage.
- 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, to the sum that the Consultant is required to insure under the contract in respect of such death or bodily injury.

Z 130 Rate adjustment

Z130.1 The Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate Framework Prices.

Z130.2 (Option C ONLY) The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

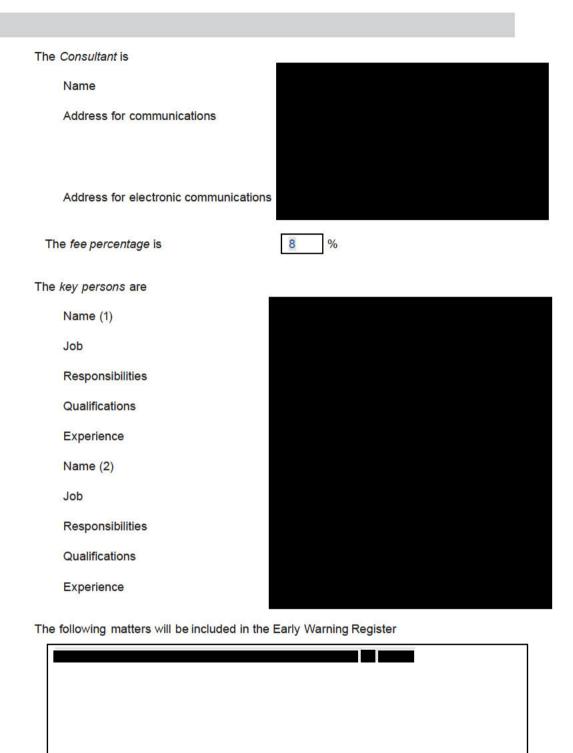
Z 131 Change to the Schedule of Cost Components

Add clause 11.2(19) The People Rates are the people rates unless later changed in accordance with the contract and provided that at all times and under any circumstance howsoever arising the People Rates do not exceed the equivalent and directly comparable Framework Price as set out in Crown Commercial Services (CCS) Construction Professional Services Framework RM6165

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



2 The Consultant's main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the Consultant is in

As per BiS scope PM1 -V.3 22.5.23

5 Payment

If the Consultant states expenses

The expenses stated by the Consultant are any

item amount

Travel to Environment Agency Offices/Sites

Accommodation and subsistence for overnight stays (if required)

To be agreed with the client

To be agreed with the client

If Option A or C is used

The activity schedule is

If Option E is used

The forecast of the prices is

n/a

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

If Option X10 is used

If an *information* execution plan is to be identified in the Contract Data

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

n/a		

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The project bank is

n/a

named suppliers are

n/a

Data for the Schedule of Cost Components (used only with Options C or E)

The overhead percentages for the cost of support people and office overhead are

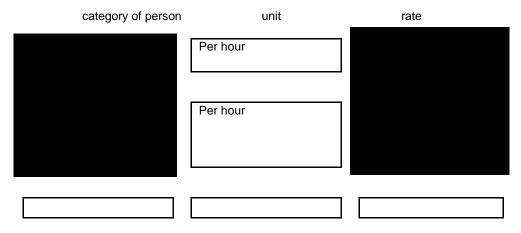
location	0	verhead percentag	уе
			%
			%
			%

People

- I. The following components of the cost of people.
- II. Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work on the contract.

Data for the Schedule of Cost Components

The people rates are



NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	PCM Mids BiS Senior PM/PE & PTM Requirement
Project SOP reference	Various
Contract reference	C19827
Date	22/5/23
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number
22/5/23	First draft issue	1
28/06/2023	Second issue with changes	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
412_13_SD01	Minimum Technical Requirements	12	Dec 2021

Details of the Scope

Details of the Scope are as follows.

1. Description of the work:

1.1. Objective

The *Clients* West and East Midlands (including Lincolnshire and Northamptonshire) Programme and Contract Management (PCM) team are looking for (preferably) full time Senior Project Managers/Project Executives that can help deliver the team's programmes. There is a requirement for up to 7 full time Senior Project Managers and a Project Team Manager within the *Client's* Midlands PCM team. The *Client* shall decide on the final number of positions when it comes to award. The *Consultant* shall put forward a maximum of 1 person for each role.

At least 2 of the 8 roles will be required to manage high priority projects in the construction phase.

1.2. Outcome Specification

The successful candidates will be required to undertake the Senior Project Manager /Project Executive role on various projects within the West and East Midlands, Lincolnshire and Northamptonshire PCM Teams. The Project Team Manager (PTM) role will line manage up to 14 Project Managers and Project Executives in the Lincolnshire and Northamptonshire Area.

2. Outcomes required

Delivery of programme

The *Consultant* shall deliver outcomes as per the below:

The *Consultant* shall support the *Client's* Programme and Contract Management (PCM) teams in the delivery of our Capital Programme. This will include providing technical project management *services* within our Operational Team, in addition to undertaking the Project Executive role on projects, taking accountability for project delivery, and providing training, support, direction and mentoring to Project Managers.

The programmes are delivered through the *Client's* frameworks, some of which include:

- Crown Commercial Services Frameworks
- Collaborative Delivery Framework

Person specification

- At least 6 years of project management experience in one or more of the following areas is essential:
 - Commercial and contract management
 - Project management of engineering and construction projects
 - Project management in Flood & Coastal Erosion Risk Management

- Managing successful programmes
- 2 years experience in a Project Executive role is an advantage.
- Assessed against a relevant role within the Government Project Delivery Capability Framework (PDCF) is an advantage.
- Experience in the following would be advantageous:
 - Scope of Services preparation'
 - Project & Programme Management
 - Hydraulic river modelling and hydrology
 - Feasibility Assessment
 - Stakeholder Engagement & Partnership Working
 - Preparation of Business Cases
 - Contract documentation preparation and tender evaluation
 - Detailed design
 - Construction supervision
- For the PTM role 2 years line management experience and 5 years project management experience

Specific Technical requirements

- Project management qualifications such as PRINCE2 Practitioner or APM Practitioner is preferred.
- Chartered professional member status of the ICE, IMECH, CIWEM or similar, or working towards chartership.
- Competence in the use of Microsoft Project
- Knowledge of the NEC suite of contracts, and practical application of managing contracts in a key role.

The positions will be for:

- Three Senior Project Managers/Project Executives on a full time basis, working 5 days a week in East Midlands based in Birmingham/Nottingham until the end of March 2024, with the option to extend beyond this date.
- Two Senior Project Managers/Project Executives on a full time basis for 5 days a
 week in the West Midlands based in Birmingham until the end of March 2024, with
 the option to extend beyond this date.
- Two Senior Project Manager/Project Executive on a full time basis, working 5 days a
 week in Lincolnshire, based in Peterborough/Nottingham until the end of March 2024,
 with the option to extend beyond this date.
- One Project Team Manager on a full time basis working 5 days a week in the Lincolnshire and Northamptonshire Area based in Lincoln/ Peterborough / Kettering until the end of March 2024, with the option to extend beyond this date.

The individuals selected will be integrated into the *Client's* East Midlands and West Midlands PCM Teams and will be based within one of the *Client's* offices (Birmingham, Fradley, Tewkesbury, Shrewsbury, Nottingham and Peterborough / Lincoln/ Kettering) although remote working will provide the flexibility to work from home when not required in the office or at site.

The successful candidates will have access to the *Client's* IT and will be line managed by the *Client*. The *Consultant's* charges will be invoiced via Fastdraft.

Selected candidates will be required to undertake an informal conversation with Local Delivery leads.

- 3. Specifications or standards to be used
- a) Tenders will be evaluated based on CV submitted based on experience / qualifications using the matrix 50% quality / 50% cost
- 4. Specific Project Requirements
- a) None extra to those already set out in sections above

Disputes

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

The resolution of any dispute should remain at project level until all efforts to resolve the matter have been exhausted. Where the *Client* and the *Consultant* have been unable to reach agreement at the Work Order or Time Charge Order level, prior to the referral of any dispute to the adjudicator, the dispute should be escalated to the *Senior Representative*.

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

www.Pow.bim4.info

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