



Framework:
Supplier:
Company Number:

Client Support Framework

Geographical Area:
Project Name:
Project Number:

National
Navigation Bridge Engineer Secondment
ENV0002430C

Contract Type:
Option:

Professional Service Contract
Option E

Contract Number:

project_30233

Revision	Status		Originator		Reviewer		Date

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA**

Project Name Navigation Bridge Engineer Secondment

Project Number ENV0002430C

This contract is made on 21 September 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

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
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Secondary Options

X2: Changes in the law
X9: Transfer of rights
X10: Information modelling
X11: Termination by the *Client*
X18: Limitation of liability
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
Z: *Additional conditions of contract*

The *service* is Secondment of a Bridge Engineer to the National Navigation team.

The *Client* is Environment Agency

Address for communications

[REDACTED]

Address for electronic communications [N/A](#)

The *Service Manager* is [REDACTED]

Address for communications

Environment Agency

[REDACTED]

Address for electronic communications

[REDACTED]

The *Scope* is in
Navigation_Bridge_Engineer_Secondment_Scope v1 dated 7 July 2020

The *language of the contract* is English

The *law of the contract* is
the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The *period for reply* is 2 weeks

The *period for retention* is 6 years 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
 'none set' 'none set' *key date*
 '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 21 September 2020

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 March 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 [REDACTED] per annum (not less than 2) above the
 Base rate of the Bank of England

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices

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 July and 31st October 2020
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 <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	██████ in respect of each claim, without limit to the number of claims	12 years
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	Which ever is the greater of \$██████ or the amount required by law 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 the contract	Which ever is the greater of ██████ 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 <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		£1 million

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 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

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* ;
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

[REDACTED]

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

[REDACTED]

The *end of liability date* is 6 Years after the 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

[REDACTED]

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

The *fee percentage* is

Option E

[REDACTED]

The *key persons* are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

See CV

Experience

See CV

The *key persons* are

Name (2)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

See CV

Experience

See CV

The *key persons* are

Name (3)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

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

No expenses included in fee estimate due to current COVID-19 restrictions. Should site visits etc be needed an appropriate allowance will be added as a CE.

[illegible]

11/11/2019

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications

[illegible]

Address for electronic communications

Name (2) *Lance Dawkins (CSF Framework Manager)*

Address for communications

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The ██████████
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████████████████████
████████████████████

Address for electronic communications

X10: Information Modelling

The *information execution plan* identified in the Contract Data is N/A

Contract Execution

Client execution


Signed under hand by

for and on behalf of **the Environment Agency**

Signature 

Role **Commercial Manager**

Consultant execution

Signed under hand by 

for and on behalf of 

Signature 

Role **Director**

16 September 2020

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract information

Project name	National Navigation Bridge Engineer Secondment
Project SOP reference	ENV0002430C
Contract reference	project_30233
Date	7 July 2020
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number
	Tender Issue	1

1. Objectives of the services

The *Client* wishes to appoint an individual to undertake the role of Bridge Engineer, on a full-time basis (based on the standard working day detailed in the CSF Deed of Agreement). The objectives are: to ensure that bridge management processes used within the Navigation function are compliant with the appropriate technical and legal standards; to ensure consistency in bridge management across Areas, within the Navigation function; to work towards a consistent approach to bridge management across all Environment Agency functions; and to formulate a programme of work to bring the condition of the bridges maintained by the Navigation function to an appropriate standard.

This individual will primarily be working remotely, but some travel will be required for co-location – including to Peterborough, Reading, London, Maidstone and the West Midlands.

The *Consultant* will provide suitably qualified individuals for the role of Bridge Engineer, as detailed below. The Bridge Engineer will be embedded into the National Operations Navigation Team, to maintain operational awareness and stay abreast of any organisational developments which may shift the scope or priority of the below tasks.

2. Consultant provides the services

Bridge Engineer

The *Consultant* shall:

- Review existing data on the approximately 200 bridges managed by the EA Navigation functions, across Anglian, Kent and South London (KSL) and Thames.
- Consult with West Midlands Area to ascertain whether there are additional bridges in that patch that should be incorporated into this remit.
- Develop and maintain a bridges asset register (or recommend an alternative data management approach), to hold details pertaining to all bridges, including a list of available historical records.
- Identify any gaps in the data and make recommendations for obtaining missing data, advising where additional specific surveys are required. This should include inspections, durability assessments, structural assessments, and other relevant data.
- Identify any bridges requiring immediate repairs and produce an outline specification for these repairs. Identify any reasonable alternative approaches and provide valid cost estimates for each using a cost development approach agreed with the *Client*.
- Identify any works which would result in significant cost-savings in the long term and produce outline specifications. Identify any reasonable alternative approaches and provide valid cost estimates for each. Provide an estimated urgency or date range within which the repairs would be effective.
- Prepare a schedule of recommended maintenance, repair or replacement works across all of the bridges. Produce outline specifications for these works, identify any reasonable alternative approaches and provide valid cost estimates for each. The proposed works should be easily identifiable as either maintenance or refurbishment actions.
- Propose different works prioritisation approaches and agree one with the *Client*. Then, prioritise the proposed remediation works, considering short-term cost, life-cycle cost implications, health and safety, environmental impact, performance, durability, and other relevant criteria.

- Collaborate with relevant stakeholders (including Asset Performance teams, local Senior Users and the National Navigation team) to understand and improve existing bridge management practices, ensuring compliance to the appropriate standards. This should include collaborating with EA colleagues from other functions, sharing progress updates and working towards a consistent and compliant approach to bridge management.
- Provide pragmatic advice to the *Client* around reasonable maintenance / refurbishment actions.
- Contribute to the development and delivery of relevant strategies and plans.
- Provide professional and technical expertise to support operational priorities in line with legislation, *Client* policy and required environmental outcomes.
- Support team members to resolve issues, ensuring that decisions are made on sound technical grounds and in line with best practice and timeframes.
- Work with multiple *Client* teams across a large geographical area.
- Monitor progress of work, identify gaps in the delivery of priorities and take remedial action to enhance the service and ensure appropriate reallocation of time and effort.
- Keep stakeholders, including the Navigation Asset Board, informed and engaged. Escalate issues and ensure decisions are made in a timely way.
- Identify, produce and store required documentation and reports to agreed quality standards.
- Encourage, support and develop a safety conscious and sustainability driven culture within the team.

3. Definition of completion and Defects

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

The completion date for the *services* is **31st March 2021**.

A Defect is part of the *services* which is not in accordance with the Scope, the applicable law or acceptable good practice in the industry.

4. Services and other things provided by the *Client*

The *Client* will provide to IT systems, as necessary to undertake the role. Access to office space and office equipment will be dependent on the *Client's* COVID-19 policies.

The *Client* will provide a list of bridges and all available records of previous bridge inspections.

5. Relevant experience and qualifications

The individual proposed for the role of Bridge Engineer shall demonstrate the following experience and qualifications:

- Chartered Civil Engineer, with ICE or IStructE.
- At least 5 years of relevant CEng bridge experience in design, inspection or management.

- Demonstrable knowledge and experience of working with many bridge types e.g. arch, cantilever, simply supported, truss, pre-stressed concrete, post-stressed concrete, masonry, laminated timber, vehicular and pedestrian.
- Demonstrable knowledge of acceptable maintenance standards, inspection methods, causes of failure and risk management.
- Experience in carrying out and interpreting Principal Inspections, General Inspections, Visual Inspections for Assessment, Level 1 and Level 2 intrusive assessments.
- Experience in repair prioritisation.
- Experience in mentoring and/or delivering training is desirable.
- Experience of working in remote teams is desirable.