



Framework:	Client Support Framework
Supplier:	[REDACTED]
Company Number:	02594504
Geographical Area:	Midlands
Project Name:	LNA FY22-23 Programme Consulting Support
Project Number:	ENV0004068C
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	36589
Stage:	Study_or_Service_NOT_Design

Revision	Status		Originator		Reviewer		Date

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

Project Name LNA FY22-23 Programme Consulting Support

Project Number ENV0004068C

This contract is made on
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

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 Supporting roles to delivery of non recovery works programme 22-23

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
FY22-23 LNA Programme Consulting Support _ Lot 1 V2.doc

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 *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 01 June 2022

The *Client* provides access to the following persons, places and things
access *access date*
SharePoint 01 June 2022

The *Consultant* submits revised programmes at intervals no longer than 4 weeks

The *completion date* for the whole of the *service* is 31 March 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 *expenses* stated by the *Client* are as stated in Schedule 6.

The *interest rate* is 2.00% 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. '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	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 £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 <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	██████████	

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

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.

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 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 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	<i>beneficiary</i>
	Not Used
	Not Used
	Not Used
	Not Used

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]

Address for electronic communications

[Redacted]

The fee percentage is

Option E	21.00%
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The key persons are

Name (1)	[Redacted]
Job	Project manager
Responsibilities	Project manager
Qualifications	MICE
Experience	over 15 years

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

Paul Welbourn will be the ECC Site Supervisor on the delayed EA lincshore
Opportunity - EA's Boston Barrier project has been delayed until Oct and th
Resource availability - Forecast based on supervision (Six months 60% FTE)

3 Time

The programme identified in the Contract Data is

LNA FY22-23 programme 2022-05-27

5 Payment

The *activity schedule* is

The forecast of the Prices is

[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2)

Address for communications

Address for electronic communications

X10: Information Modelling

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

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the

Project Executive

Role

01/07/2022

Date

Consultant execution

Signed Underhand by [PRINT NAME]

for and on behalf of

Vice President

Role

28/6/22

Signature

Date

Pricing Data Part One

NEC4 – PSC

Activity schedule (use for Main Options A and C)						
Select from the pick lists provided. NB: You must select the 'stage' field before the 'activity description' pick list is populated: Free text field for a more detailed description of the task priced (100 character max);						
SOP Code	Stage Description	Activity Description	Task	Lump sum price for activities £	Total (£)	
	Construction and Post Construction	Site Supervision	EAN Area Site Supervisor Role (624 hrs)			
	Construction and Post Construction	Site Supervision	Fee 21%			
	Other Professional Services	Expense - Travel	Travel for contract length (NB Tony O hare accommodation excluded as paid on boston contract)			
	Construction and Post Construction	Risk Allowance Within Target	Annual rate adjustment (assume 5%)			

Contract Documents
NEC4 – PSC

Pricing Data Part Two

Core Team members to be utilised on this contract (complete for ALL main options)

Employee first name	Employee middle name (initial)	Employee Surname	Employee ID	Job Title	Grade	Rate Type	Normal office location	Rate £	Forecast hours	Forecast Cost £
				Project Manager	Grade 5	N Rate	Peterborough	£	26	£
				Project Director	Grade 5	N Rate	Glasgow	£	14	£
				Project Controls	Grade 2	N Rate	Krakow	£	6	£
				H&S Manager	Grade 4	N Rate	Manchester	£	1	£
				Site Supervisor	Grade 4	N Rate	Peterborough	£	320	£
				Site Supervisor	Grade 4	N Rate	Peterborough	£	312	£
				Site Supervisor/BIM	Grade 2	N Rate	Peterborough	£	46	£
										£
										£
										£
									Sub-total	£

NEC4 professional services contract (PSC) – Lot 1 Scope

Project / contract Information

Project name	LNA FY22-23 Programme Consulting Support Midlands Delivery Hub
Project SOP reference	
Contract reference	project_36243
Date	10 th May 2022
Version number	V3
Author	

Revision history

Revision date	Summary of changes	Version number
8/04/2022	First Draft	v1
21/04/2022	Second Draft	v2
10/05/2022	Clarification	v3

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 Requirements Technical	12	Dec 2021

customer service line
03708 506 506

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the Scope

Details of the Scope are as follows.

1. Description of the work:

1.1. Objective

The objective of this project is to provide consulting *services* to the *Client's* Programme and Contract Management (PCM) team to support the development and delivery of the LNA FY22-23 Programme across the [REDACTED] Delivery Hub and [REDACTED] Delivery Hub.

There is a large programme of capital and revenue funded projects to be delivered in Lincolnshire and Northamptonshire Area (LNA) in FY2022-23. The LNA programme has been broken down into a number of sub-programmes. The sub-programmes have been formed by grouping together a number of projects, and each includes assets across the whole of LNA.

It is intended that the sub programmes will be procured as packages of work, allowing a more proportionate approach to [overall](#) programme management, as well as:

1. promoting delivery of a planned programme rather than a project-by-project approach,
2. allowing supply chain to plan and manage their resources around a more certain workload,
3. providing increased opportunity to engage supply chain early in the delivery of the programme and obtain help in defining works required (where necessary),
4. enabling a flexible commercial approach which potentially offers increased efficiencies in terms of sequencing of work, aligning supply chains, economies of scale and streamlined working methods, and
5. Allowing more time and space to consider wider opportunities e.g. carbon reduction.

The LNA FY22-23 Programme work packages are as follows:

- Reservoirs
- Embankments
- Structures
- Civils
- MEICA
- Consultancy
- Asset Inspections

1.2. Outcome Specification

The *Consultant* shall provide a consulting service that assists with delivery of the LNA FY22-23 Programme.

The specific consulting *service* to be provided is defined as follows:

- ECC Supervisor (2 number, utilisation 60-100%)

The provision of consulting services will be for a period of six months. Extensions may be added if required via compensation event (CE).

1.3 Outcomes Required

The following skills, capabilities and competencies are to be provided by the *Consultant*:

ECC Supervisor

The *Consultant* shall provide an individual to fulfil the key responsibilities and deliverables of the ECC Supervisor, which include, but are not limited to:

- Carry out the duties of the NEC ECC Supervisor as required by *the Client's* NEC4 Engineering and Construction Contracts. The ECC Supervisor is to maintain close contact with *the Client* in order to ensure that their actions reflect *the Client's* objectives for the projects, as outlined in section 1.1.
- The ECC Supervisor is to carry out their duties strictly in accordance with the *Client's* version of the ECC. This is particularly important when dealing with early warnings and compensation events.
- The ECC Supervisor shall discharge the duties they have under the modifications made by the *Client* to the NEC4 ECC including their additional conditions of contract (Z clauses).
- If the ECC Supervisor believes it is necessary to act other than strictly in accordance with the Contract they must seek and obtain written confirmation in advance from the *Client's* project manager and project executive.
- During construction of the works the ECC Supervisor is to chair relevant contract progress meetings and produce & distribute meeting minutes.
- In addition, during the construction period the ECC Supervisor will report weekly on the construction works via production of a progress report containing photos, description of works and refer to programme. Post-construction this report should be updated when changes (e.g. defect corrections etc) occur.
- Contribute to lessons learnt meeting with the relevant parties & report to the *Client* after completion
- Contribute to efficiency register and provide monthly report on relevant findings.
- Check works are carried out in compliance with the ECC Scope including testing of material carried out by the *Contractor* and workmanship.
- Manage the defects process and ensure a consistently high standard of quality control and supervision is maintained for each project, via site visits, assessing contract implementation with due regard to health and safety and environmental legislation.
- Ensure that the standards of work and the materials supplied by the Contractor are as specified in accordance with the Scope, standard details, pre-prepared risk assessments, and method statements.
- Undertake actions delegated by the ECC Project Manager.
- Comply with the legal responsibilities regarding health, safety, welfare and environmental issues.
- Maintain records and data, operate and maintain information systems.
- Identify technical problems on site, to recommend corrective action and issue directions as authorised under the contract.
- Assist the ECC Project Manager with managing contractors, sub-contractors, liaising with statutory utilities and dealing with technical queries.
- Prepare schedules of defects and certify rectification of snagging items.
- Attend internal and external meetings, both on and off site as required.
- Supervising site works being carried out under an NEC4 ECC or other contract agreement.

The *Consultant* will be required to travel as required to the *Client's* offices and site locations.

The *Consultant* will additionally need to be able to work with the *Client* and Delivery partners virtually using tools such as MS Teams, Zoom, and/or WebEx, etc.

2. Constraints on how the *Consultant* provides the *services*

- a) The *Consultant* is not to delegate their duties without prior written agreement from the *Client*.
- b) The Supervisor is not to be replaced by the *Consultant* without prior written agreement from the *Client*.
- c) The *Consultant* will be expected to attend sites or supplier offices across the Midlands Delivery Hub and Eastern Delivery Hub as required.
- d) The *Consultant* shall not work more than 37.5 hours per week without prior approval from the *Service Manager*.
- e) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable. Only travel and accommodation to cover time and cost in addition to those normally incurred travelling to their permanent place of work will be chargeable, as per the Framework Deed of Agreement.
- f) Any time deemed necessary for the *Consultant's* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
- g) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.
- h) The *Consultant* shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.

3. Exclusions

- a) The *services* specifically excludes:

N/A

4. Specifications or standards to be used

- a) The use of Microsoft Office and Power BI tools will be the standard tools used to compliment the use of P6/Microsoft Project.
- b) Access to A-site and SharePoint shall be agreed with the *Client* and the relevant project teams and the *Consultant* will comply with the working practices and standards applied on those tool and systems.
- c) Proposals to use any other standards and specifications for undertaking the service shall be agreed with the *Client*

5. Specific Project Requirements

N/A

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

- a. Access to ASite
- b. Access to the *Client's* SharePoint
- c. Access to the *Client's* Microsoft Project plans/ Projects Online (POL)
- d. Access to the *Client's* offices and projects when it is safe to do so and in compliance with Public Health England guidance
- e. Access to other *Client* services and systems will be arranged if it is agreed that is it necessary
- f. Copies of the contracts to be supervised.