



Framework: Collaborative Delivery Framework
Supplier: Jackson Civil Engineering Group Ltd
Company Number: [REDACTED]
Geographical Area: Midlands
Project Name: Severn Valley FRMS
Project Number: [REDACTED]
Contract Type: Professional Service Contract
Option: [REDACTED]
Contract Number:

Revision	Status		Originator		Reviewer		Date

**PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA**

Project Name Severn Valley FRMS

Project Number ENV0002447C

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

**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
OptionOption for resolving and
avoiding disputes

Secondary Options

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of liability

X20: Key Performance Indicators

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

Z: Additional conditions of contract

The service is

Production of a Feasibility Study to support the Severn Valley FRMS

The *Client* is

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The partner contract is
N/A

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

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are

conditions to be met	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

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

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

The period between Completion of the whole of the service and the defects date is

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 9

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

6 Compensation events

These are additional compensation events

1. 'not used'
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

1. 'not used'
2. 'not used'
3. 'not used'

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

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service		n
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		
Death of or bodily injury to the employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract		
The <i>Consultant's</i> total liability to the <i>Client</i> for 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 Address for communications	
Address for electronic communications	
The Adjudicator nominating body is	

Z Clauses

Z1 Disputes
Delete existing clause W2.1

Z2 Prevention
The text of clause 18 Prevention is deleted.
Delete the text of clause 60.1(12) and replaced by:
The service is affected by any of the following events
• War, civil war, rebellion, revolution, insurrection, military or usurped power;
• Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
• Natural disaster,
• Fire and explosion,
• Impact by aircraft or other aerial device or thing dropped from them.

23 Disallowed Costs

Add the following in second bullet of 11.2 (18) add;
(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).
Add the following additional bullets after 'and the cost of ' ;

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans
- Reorganisation of the *Consultant's* project team
- Additional costs or delays incurred due to *Consultant's* failure to comply with published and known guidance or document formats
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors
- Production or preparation of self-promotional material
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service Manager*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant* performance
- Costs associated with rectifications that are due to *Consultant* error or omission
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant's* involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

26 The Schedule of Cost Components

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

223 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

224 Requirement for Invoice

Add the following sentence to the end of clause 51.1:
The Party to which payment is due submits an Invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an Invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

225 Risks and Insurance

The *Consultant* is required to submit insurances annually as Clause 24 of the Framework Agreement

Secondary Options

OPTION X2: Changes in the law

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

OPTION X7: Delay damages

X7 only Delay damages for Completion of the whole of the *service* are



OPTION X9: Transfer of rights

OPTION X11: Termination by the Client

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



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*
Completion of the whole of the *service*



OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in



A report of performance against each Key Performance Indicator is provided at intervals of



Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996



Y(UK)3: 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

Address for communications

Address for electronic communications

The *fee percentage* is

The *key persons* are

Name (3)
Job
Responsibilities
Qualifications
Experience

Name (4)
Job
Responsibilities
Qualifications
Experience

Name (5)
Job
Responsibilities
Qualifications
Experience

Name (6)
Job
Responsibilities
Qualifications
Experience

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register
Implications of the COVID 19 pandemic
Brexit

3 Time

The programme Identified In the Contract Data Is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

[REDACTED]

[REDACTED]

[REDACTED]

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

	
Signature	Role

Consultant execution

Consultant execution

Signed under hand by for and on behalf of Jackson Civil Engineering Group Ltd

	
Sig	Role

PSC scope template – ESE
NEC4 professional services contract (PSC)
 412_13_SD09

Environment Agency
NEC4 professional services contract (PSC)
Scope

Project / contract information

Project name	Severn Valley FRMS
SOP reference	██████████
Contract reference	
Date	11/03/2020
Version number	2.0
Author	██████████

Revision history

Revision date	Summary of changes	Version number
04/03/2020	First issue (internal)	1.0
11/03/2020	Second issue	2.0

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 Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	9	10/02/2020

1 Overview

Whilst a number of flood alleviation schemes are now in place along the River Severn, which have helped alleviate flood risk at particular geographic locations, there are still a significant number of residential properties, as well as large areas of the West Midlands' urban centres at risk of flooding in Shrewsbury, Ironbridge, Bridgnorth, Bewdley and Worcester and many places in between. Some work was undertaken 10 years ago, looking at the potential for combining a large flood storage structure in combination with Shropshire Council's proposed crossing of the River Severn as part of the Shrewsbury North West Relief Road Scheme (NWRR). The flood scheme was not cost beneficial under the Treasury Rules at that time and funding for the road scheme didn't materialise, so the project was shelved.

Funding for the relief road has now recently been confirmed by the Department for Transport (DfT), so there is an opportunity again to consider an integrated road and flood scheme, bringing together the work of Defra and DfT under one banner. The timeline for delivery of the Road Scheme is extremely tight, with the expectation that they will be submitting the Planning Application in May 2020 and the road will be operational by 2023. The window of opportunity is very challenging, but this is a once in a lifetime opportunity to build in future flood resilience and address the challenges of Climate Change for the whole of the Severn Valley downstream of Shrewsbury.

From the work undertaken in 2009, indications are that the FRMS could:

- reduce flood risk to over 2,000 residential properties between Shrewsbury and Worcester. Modelling undertaken at the time indicated that there could be a reduction in peak flood levels of up to 1 metre in Shrewsbury and up to 200mm as far downstream as Worcester;
- underpin local authority aspirations for significant economic growth in areas of Shropshire, Worcestershire and Gloucestershire, where the single biggest risk to any economic growth or development is flood risk from the River Severn;
- provide a single strategic solution to the threat of Climate Change, which will extend the life of existing defences and drainage infrastructure throughout the Severn Valley;
- deliver reductions in operational costs associated with the reduced frequency of barrier deployment at sites including Shrewsbury, Ironbridge and Bewdley; and
- provide large scale ecological benefits upstream.

1.1 Outputs and deliverables

Outcome Specification

The primary outcome of this commission is for the *Consultant* to provide Early Supplier Engagement (ESE) to work with and support the CDF Lot 1 Consultant, Arup, in producing a feasibility assessment in addition to the Strategic Outline Case (SOC) for the Severn Valley FRMS.

A part of the commission the *Consultant* shall:

- Work with the CDF Lot1 Consultant throughout the production of the Feasibility Assessment and SOC. As part of this the *Consultant* shall:
 - o Contribute to the long list of optioneering
 - o Provide construction cost estimates for the list of options
 - o Provide input into the risks, issues, opportunities and constraints log
 - o Provide guidance on the buildability and construction methods for the long list of options
 - o Provide construction timescales for the long list of options
 - o Review and comment on available Ground Investigation reports / specifications and Topographical information to suggest any potential short falls with existing data
- Input into the projects Risk Register with particular reference to construction risks
- Attend two site meetings to identify access requirements & physical constraints for the long list of options
- Work with the *Client* to produce and end to end programme covering all key milestones to project handover (Gateway 4), with specific consideration to the identification of programme opportunities and constraints
- Assist with the production of the carbon estimate for the short list options

1.2 *Consultant* project management

In providing the *Services* the *Consultant* shall:

- Work collaboratively with the Environment Agency and Arups team to undertake a feasibility assessment of the Severn Valley FRMS. The input from the *Consultant* will consist of supplying Early Supplier Engagement advice and associated costing calculations and reviews to inform the assessment. The *Consultant* shall provide personnel suitable for the requirements of the scope.
- The exact scope and will be tailored to the available funding and budget constraints as the feasibility study progresses. If the assessment concludes that the FMRS is deemed unviable, this services of the *Consultant* will cease, even if the scope outlined in this contract is not complete.
- Attendance will be required in weekly progress meetings. These meetings may be held in, but not limited to, any of the following locations: Tewkesbury (Environment Agency offices), Shrewsbury (Environment Agency offices or Shropshire County Council Shire Hall) or Bristol (Environment Agency or Arups offices). Dial in and Webex/Skype facilities will also be made available for remote working when necessary.
- Staff timesheets will be required with all applications for payment.

2 In managing the *services* the *Consultant* shall:

2.1 Previous studies

The table below contains details of previous studies

Report	Date	Format	Outcomes of study
Severn Valley Flood Risk Management Scheme	2019	Digital copy	Prefeasibility Refresh

3 Services required

- Provide technical support and guidance to the project team.
- Contribute to the project efficiency register (CERT). The Client will be responsible for this document, the *Consultant* shall provide technical information which will be inputted into the tool. Submissions will be discussed at monthly progress meetings.
- Attend weekly project catch up meetings, the key ESE lead shall attend all progress meetings, telephone conference facilities will be utilised on all meetings. Assume 3 hours per meeting.
- Attend a monthly progress meeting, the key ESE lead shall attend all progress meetings. Assume a full day per meeting.
- Attend one risk workshop meeting, the key ESE lead shall attend the meeting, assume one full day for the meeting.
- Attend one optioneering workshop, the key ESE lead shall attend the meeting, assume one full day for the meeting.
- Produce and issue monthly financial updates and forecasts of the total costs on or before the first Friday of each month, showing costs to date and costs forecasted to Completion Date.
- Contribute to the project lessons learnt log
- Co-operate with the *Client* in the role of the BIM information manager. The *Consultant* shall review the issued Project Information Delivery Plan (PIDP) and agree to the set deliverables.
- The *Consultant* is to make full use of the Client's web based project collaboration tool (Fast Draft). Whenever practical all project and contract communications and records are to be distributed and stored using this project collaboration tool.

4 Requirements of the programme

4.1 Programme

The *Consultant* shall work with the CDF Lot 1 Consultant to produce an end to end programme for the proposed scheme, ensuring all key milestones that are required for construction are captured. The *Consultant* will not be responsible for producing the programme.

5 Services and other things provided by the *Client*

5.1 Data and information management and intellectual property rights

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

5.2 Data custodianship

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

5.3 Licensing information

Licences for LiDAR Data, Ordnance Survey mapping, model, survey, hydrometric and historical data will be provided to the *Consultant* upon award of this commission.

5.4 Data management and metadata

The *Client* populates a metadata database called the information asset register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata. The *Client* will supply an IAR spreadsheet (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

5.5 Data security

All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to *Client* data security policy. It is expected that once the commission is completed, all the original data sent to the *Consultant*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption.

Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption.

Further details regarding security measures will be discussed at the start-up meeting for this commission

5.6 *Client's* Advisors

The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Client*. These departments include Area, NEAS, etc.

5.7 *Client* Documents the *Consultant* contributes to;

The *Client* maintains several project documents, the *Consultant* is required to contribute to these *Client* owned documents;

- Project Risk Register
- Project Efficiency register
- Lessons learnt log
- Monthly forecasting PPMT

Appendices

Appendix 1 BIM Protocol – Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan requires verifying by the *Consultant* unless it is referenced elsewhere within the *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 document, so that the correct baseline position can be seen by supplier

