



Framework: Collaborative Delivery Framework
Supplier: Jackson Civil Engineering Group Ltd
Company Number: [REDACTED]

Geographical Area: Midlands
Project Name: River Soar FRMS Early Supplier Engagement
Project Number: ENV0000537C

Contract Type: Professional Service Contract
Option: Option E

Contract Number: project_31316

Revision	Status	Originator	Reviewer	Date

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

Project Name River Soar FRMS Early Supplier Engagement

Project Number ENV000537C

This contract is made on 18 December 2020 between the *Client* and the *Consultant*.

- 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.

- The following documents are incorporated into this contract by reference
River_Soar_ESE_Scope v3 dated 15 December 2020

**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
- 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 Provision of Early Supplier Engagement in support of the River Soar Flood Risk Management Scheme

The *Client* is

Address for communications

Address for electronic communications

The *Service Manager* is
Address for communications

Address for electronic communications

The *Scope* is in
River_Soar_ESE_Scope v3 dated 15 December 2020

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 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 <i>key dates and conditions</i> to be met are	
<i>conditions</i> to be met	<i>key date</i>
'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 18 December 2020

The *Client* provides access to the following persons, places and things
access EA documents, systems and people access date 18 December 2020

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

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 9

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

6 Compensation events

These are additional compensation events

- Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary
1. from time to time, between 1st November and 31st March 2021
 2. 'not used'
 3. 'not used'
 4. 'not used'
 5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

EVENT	MINIMUM AMOUNT OF 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	£5,000,000 in respect of each claim, without limit to the number of claims	12 years after Completion
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	£15,000,000 in respect of each claim, without limit to the number of claims	12 years after Completion
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	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the period required by law</i>
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	£5,000,000	

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is 'to be confirmed'
Address for communications 'to be confirmed'

Address for electronic communications 'to be confirmed'

The *Adjudicator nominating body* is The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and 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.

Z3 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

2154.27

Z6 The Schedule of Cost Components

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

Z23 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.

Z24 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

Z25 Risks and insurance

The *Consultant* is required to submit insurances annually as Clause Z4 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 X9: Transfer of rights

OPTION X7: Delay damages

X7 only

Delay damages for Completion of the whole of the *service* are Nil per day

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 X11: Termination by the *Client*

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000

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

£5,000,000

The *end of liability date* is 6 years after the 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 Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of 3 months

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

The period for payment is 14 days after the date on which payment becomes due

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

Option E

██████████

The *key persons* are

Name (1)

Job ██████████
Senior Quantity Surveyor
Responsibilities Commercial Management
Qualifications BSc (Hons), MCIQB
Experience 20 years

Name (2)

Job ██████████
Portfolio Manager
Responsibilities Programme management, resources management, risk management
Qualifications HND Civil Engineering
Experience 30 years

Name (3)

Job ██████████
Framework Manager
Responsibilities Key stakeholder management, KPI management, programme development
Qualifications CITB Directors Role for Health & Safety, CSCS CE Site Manager, Q
Experience 25 years

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

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The *Senior Representatives of the Consultant* are

Name (1) [REDACTED]
Address for communications
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
Address for communications
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications
[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



Commercial Manager

Role

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of Jackson Civil Engineering Group Ltd

Signature



Company Secretary

Role

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	River Soar FRMS Early Supplier Engagement
Project SOP reference	ENV0000537C
Contract reference	project_31316
Date	15 th December 2020
Version number	3
Author	██████████

Revision history

Revision date	Summary of changes	Version number
27/10/2020	First issue	1
28/10/2020	Updated to align with NEC4	2
15/12/2020	Updated in reference to Jacksons comments	3

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 following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical requirements	2	17/3/2020

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

The objective of this contract is to appoint a Contractor to provide Early Supplier Engagement Services (ESE) to this project, covering the OBC stage for the River Soar FRMS. The Contractor will provide advice relating to construction costing and option buildability.

Leicester and the River Soar has a long history of flooding from many sources including rivers, surface water and sewers. Flood risk in Leicester is complex due to the numerous sources of flooding and interactions between the River Soar (which bisects the City), Main River tributaries, Ordinary Watercourses and the surface and combined sewer system which drains extensive areas of the catchment.

Specification

- Details of the *Services* are:
 - a) To work in collaboration with the *Client* and wider project team to assist in developing the best value outline design;
 - b) The *Consultant* will identify Health & Safety issues, potential value engineering opportunities, carbon reduction opportunities, sustainability opportunities and efficiencies in delivery;
 - c) The *Consultant* will assist the design Consultant in the identification of project risks and opportunities and the development of the project risk log; including estimating the cost of risks realisation and mitigation measures. The *Consultant* will attend and contribute to risk workshops.
 - d) The *Consultant* will assist the design Consultant in identifying potential opportunities to create enhancements and improve the local environment/amenity value and contribute to urban regeneration;
 - e) The *Consultant* will participate in optioneering workshops and assist in the process of short listing options as well as providing option costs for project team review and assessment;
 - f) The *Consultant* will assist in determining suitable locations for the site compound(s). Consider issues of; area required, including for storage, safe and environmentally acceptable access and egress between the compound and working areas (taking account of the size and nature of plant required
 - g) The *Consultant* will assist in determining suitable access routes, considering issues of working in conservation areas and working in public open spaces.
 - h) The *Consultant* will take the lead on determining suitable solutions for items where the contractor is likely to be responsible for design liability.
 - i) The *Consultant* will assist the design consultant with the preferred option proposed for Outline Business Case approval and the design Consultant with the development of a contract programme for the final design and construction.

The *services* specifically excludes the following:

- a) n/a

2. Drawings, site information or reports already available

a) Information relating to the project is available on the project Asite workspace.

ENV0000537C - River Soar FRMS_BIM (This will only be accessible when user is added to the workspace).

3. Specifications of standards to be used

a) n/a

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

No constraints have been identified on how the *Consultant* provides the *services*