



Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Client Support Framework

GMMC\_R&R\_Scoping\_2021-2022

Professional Service Contract

Option E

32836

Revision	Status		Originator		Reviewer		Date
■	■		■		■		■
■	■		■				

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA

Project Name GMMC\_R&R\_Scoping\_2021-2022

Project Number

- 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  
PSC Scope (GMMC) v1.0

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 for resolving and avoiding disputes

- 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 Produce the Scope of works for 44 sites, a desktop study, outline design, general arrangement drawing and high-level specification.  
Carry out a Public Safety Risk Assessment, provide information on sustainability risks and opportunities of the works, including

The *Client* is The Environment Agency

Address for communications The Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications

The *Service Manager* is

Address for communications The Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications

The Scope is in  
GMMC\_R&R\_Scoping\_2021-2022

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  
Managing and mitigating the risks of COVID

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  
Not used

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 18.06.21

The Client provides access to the following persons, places and things access access date  
All people, places and systems 18.06.21

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

The completion date for the whole of the service is 31.03.22

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.
- 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 SERVICE 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	██████████
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> ) <i>arising</i> 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	██████████
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	██████████	

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		<a href="#">'to be confirmed'</a>
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.

**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 weeks

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 [REDACTED] 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



The *key persons* are

Name (4)	[REDACTED]
Job	[REDACTED]
	[REDACTED]
	[REDACTED]
Responsibilities	[REDACTED]
	[REDACTED]
Qualifications	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
Experience	[REDACTED]

The *key persons* are

Name (5)	[REDACTED]
Job	[REDACTED]
	[REDACTED]
	[REDACTED]
Responsibilities	[REDACTED]
	[REDACTED]
Qualifications	[REDACTED]
	[REDACTED]
	[REDACTED]
	[REDACTED]
Experience	[REDACTED]

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is  
Appendix A1 - GMMC\_R&R\_Scoping\_2021\_2022\_Capita\_Programme\_v1

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]

Address for electronic communications  
[REDACTED]

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

Contract Execution

Client execution

Signed under hand by [redacted] for and on behalf of the Environment Agency

[redacted]

Signature

Role

Consultant execution

Si [redacted] for and on behalf of Capita Property & Infrastructure Limited

Director

Signature

Role

Signed under hand by [redacted] for and on behalf of Capita Property & Infrastructure Limited

Director

Signature

Role

Signed under hand by [redacted] for and on behalf of Binnies UK Limited

Signature

Role

# PSC scope

## NEC4 professional services contract (PSC)

412\_13\_SD02

### Environment Agency NEC4 professional services contract (PSC) Scope

#### Project / contract Information

Project name	GMMC_R&R_Scoping _2021-2022
Project 1B1S reference	
Contract reference	32836
Date	June 2021
Version number	1.0
Author	

#### Revision history

Revision date	Summary of changes	Version number
18.06.21	First draft to Dgc	0.1
23.06.21	FINAL for Contract	1.0

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 following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	9	29-Sep-2018

## Details of the services

Details of the *services* are:

### 1. Description of the work

#### Objectives

The overall project objectives are:

- To reduce the risk of structural failure of the existing recovery assets following the winter storms of 2020/21.
- To bring the reconditioning assets to the required standards.

Contracts are required to enable the delivery of 44 reconditioning, intermittent maintenance and recovery projects within the financial year April 2021 – March 2022.

The Environment Agency (EA) Programme and Contract Management (P&CM) team for the North West Hub are seeking to appoint a *Consultant* through the Client Support Framework (CSF) to produce the Scope of works for 44 sites in the Greater Manchester, Merseyside and Cheshire (GMMC) Area.

In the region of six to seven scoping documents are to be produced by the *Consultant* each month for the duration of the contract, following receipt of basic site information from the Client.

Additional sites will be added as Compensation Events.

#### Outline Design

The *services* includes the following:

##### Site Visit / Investigation

- The *Consultant* is required to liaise with the *Client* to understand the *Client* needs.
- The *Consultant* is required to attend a site walkover with the EA representative to discuss the *works* and requirements of the site and to identify constraints and opportunities by producing a hazard map.
- The *Consultant* is required to liaise with the *Client* to determine the requirement for a topographic survey of the site and if so, to what extent, technical specification and format. If agreed with the *Client*, the *Consultant* is required to complete a topographical survey of the site and use this data when designing the *works* (when required).

##### Design

- The *Consultant* is required to complete a desktop study using all available information to produce the Scope of *works* in the form of an outline design, general arrangement drawing and high-level specification (suitable for inclusion in a construction tender document). The *Consultant* is required to issue these documents, along with a topographical survey if applicable, to the *Client* for review.
- Following the *Client* review of the outline design, general arrangement drawing and high-level specification for the *works*, the *Consultant* is required to complete any amendments/revisions as requested by the *Client* (if applicable). The *Consultant* is required to obtain final approved written sign-off by the *Client*.
- The *Consultant* is required to carry out a Public Safety Risk Assessment review of the outline design, general arrangement drawing and high-level specification and issue this to the *Client* for review.
- Following *Client* review of the Public Safety Risk Assessment, the *Consultant* is required to complete any amendments/revisions as requested by the *Client* (if applicable). The *Consultant* is required to obtain final approved written sign-off by the *Client*.
- The *Consultant* is required to design and develop desktop studies with a long term aim of net zero and climate resilience.
- The *Consultant* is required to provide information on sustainability risks and opportunities of the *works*, including opportunities for eliminating, offsetting or reducing carbon emissions (in that order where possible) during *works* construction and future asset operation. The *Consultant* is also required to liaise with the *Client* to identify opportunities in the design of the *works* to enhance the local environment, for example (but not limited to) biodiversity and water quality.

## Health and Safety

- The *Consultant* is required to carry out role of CDM 'Designer' until the construction contract is awarded and is required to liaise with the CDM 'Principal Designer' throughout for design assurance.
- The *Consultant* is to provide the relevant Pre-Construction Information and CDM Documentation to the *Client*.
- The *Consultant* is required to revise, when appropriate, any of the above documentation to ensure it is fully maintained according to the project activities. Updates to be provided to the *Client* when appropriate and or requested.

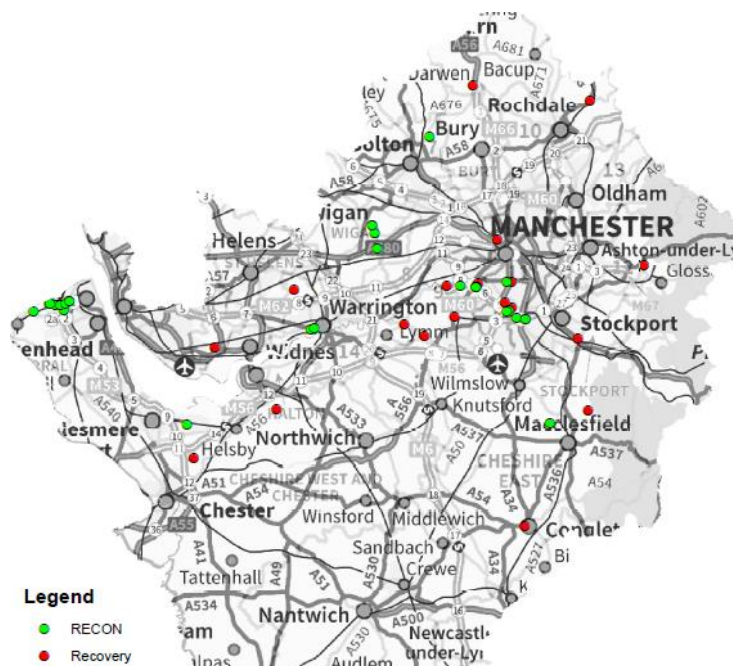
## Project Management

- The *Consultant* is required to attend monthly progress meetings with *Client*.
- The *Consultant* is required to produce monthly programme updates for the approval of the *Client*.
- The outline design, general arrangement drawing and high-level specification produced by the *Consultant* for the *works* shall comply with all *Client* specifications as noted within the scope.
- The *Consultant* is required to produce the Scope of works which will be instructed under separate ECSC form of contract by the *Client*.
- If compliance with the guidance is not practical given site constraints, alternative solutions can be considered with agreement from the *Client*.
- The *Consultant* is required to provide the Project Execution Plan (PEP) to the *Client* for approval.
- The *Consultant* is required to estimate the construction duration and produce a high-level construction programme for the *works*.
- The *Consultant* is required to produce a high-level construction cost and carbon estimate for the *works*.
- The *Consultant* shall ensure that the solution/options considered can comply with current guidance and legislation and seek to minimise long-term asset/land management and maintenance costs.

## Outcome Specification

### Background to the problem

The following maps show the exiting assets in GMMC areas. Please note that this list is indicative and subject to change before and during the contract period. A list of assets is provided in Appendix A.



Manchester recovery and reconditioning asset locations

## 2. Drawings, site information or reports already available

The *Consultant* will obtain site information from the *Client* where it is relevant and available. Service drawings for all sites (to be updated by *Consultant*).

## 3. Specifications of standards to be used

- a) Blockage Management Guide (EA\_ Nov 2019)
- b) Latest CIRIA Guidance: Culvert, screen and outfall manual - New CIRIA guidance (C786F)
- c) EA SHEW Code of Practice
- d) Minimum technical requirements (EA Ref 412\_13\_SD01, v9)

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

- The *Consultant* is required to produce a detailed Scope for the region of six to seven sites each month.
- The *Consultant* will be the CDM Designer up until the construction phase begins and will liaise with the programme's Principal Designer throughout.
- The *Consultant* will produce Pre-Construction Information within a standard template provided by the *Client*.
- The *Consultant* will submit their detailed scoping documents to the *Client* for review and will be required to make any amendments/revisions following this review. The *Consultant* will obtain written approved sign-off from the *Client* for the final scoping documents.
- The *Consultant* will ensure that all scoping works are complete prior to the 31<sup>st</sup> December 2021.
- Public and Operational Safety must be considered by the *Consultant* in the outline design.
- The *Consultant* will support the *Client* representative with the relevant information to update the Health and Safety file for each scheme.
- The *Client* will retain the right to cancel/postpone the scoping phase, without significant financial penalties, if the timing of the construction work due to seasonal constraints and the weather conditions means that it is not safe/appropriate for the work to be carried out or if funding is stopped.
- The *Consultant* may publicise information about the works, so long as the *Client* has agreed in writing following review of the publication.
- All designs prepared by the *Consultant* must comply fully with any standard *Client* specification.
- The *Consultant* must identify any trees for felling, to accommodate the works, to the *Client*. The *Client* must agree to these trees being removed prior to any design incorporating tree felling being approved.
- The *Consultant* and *Client* will abide by the SHEW Code of Practice at all stages of the project.
- The *Consultant* should make all provisions possible to eliminate, offset or reduce its carbon output and enhance the environment where possible (e.g. biodiversity and water quality).

## 5. Requirements of the programme

The *Consultant* submits their programme with the *Consultant's* Offer for acceptance. The *Consultant* shows on each programme which they submit for acceptance in Microsoft Project (in form of Gantt chart showing the critical path, proposed order and timing to undertake the scoping and resources) the following:

- (a) Resource availability to deliver in the region of six to seven scoping documents each month and how any over-running/delays would be managed.
- (b) Starting date.
- (c) Each of the activities listed within the Price List.
- (e) Completion date.

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

Utility Services for all schemes (it is the *Consultant's* responsibility to obtain an update). Any services and land registry details is the *Consultant's* responsibility to update it.

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## **Appendix A- List of sites**

## **Appendix B- BIM Protocol – Production and Delivery Table**

All *Employer* 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](http://www.Pow.bim4.info)

## Appendix A- Indicative list of sites

Package 1- GMMC- North Sites			Package 2- GMMC- Central Sites			Package 3. GMMC-South Sites		
1	Twiggeries		1	Mersey left bank		1	316088	Folly Gates, Stanlow Oil Refinery
2	Athol Rd Screen		2	Didsbury Mersey Embankment			179025	
3	Chorlton Brook Screen		3	Sale Basin Repairs			157364	
4	Riding gate screen		4	Mersey-Bankside Rd			136024	
5	Chapel Lane screen			Sale Basin Repairs			131904	
6	Lilford Park			Sale Basin Repairs			124212	Hoylake/Moreton
7	Bedford pump			Sale Basin Repairs			124211	
8	GMMC Gauging		5	Sale Basin Repairs			122766	
9	Higham Ave Gauging			Sale Basin Repairs			113691	
10	Liverpool Rd gauging			Sale Basin Repairs			113494	
11	North Bury Masonry		6	Stenner Lane Outlet flap		2	104765	Moreton, Bidston Golf Course
12	Rochdale repairs		7	Hazel Grove Embankment Repairs		3	338252	Jennets Lane PS
13	Salford repairs		8	Congleton Repairs			61278	
14	Glossop repairs		9	Little Bollington Repairs			391985	Keckwick Brook Embankment
15	Salford outfall		10	Didsbury Reservoir Repairs		4	391986	
16	Bedford brook High		11	Withington Embankment repairs		5	126630	River Gowy Embankment
17	River irwell High		12	Sale Basin Repairs			475600	
18	Timperly embankment		13	Timperley Embankment			475104	Northwich Repairs
			14	Northwich Repairs			475884	
			15	River Mersey, Urmston High Ground		7	77884	Sealand Main Drain High Ground
							100890	Ditton Brook Repairs
							100016	
						8	99293	Widnes embankments
						9	58904	Frodsham Weaver embankment
							54332	
							34443	Picton embankments
						10	53698	
							123067	
						11	144308	Widnes embankments