



Framework: Client Support Framework
Supplier: [REDACTED]
Company Number: 02594504

Geographical Area: National
Project Name: River Severn Partnership Investment Prospectus
Project Number: ENV0003019C

Contract Type: Professional Service Contract
Option: Option E

Contract Number: project_29598

Revision	Status	Originator	Reviewer	Date

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

Project Name River Severn Partnership Investment Prospectus

Project Number ENV0003019C

This contract is made on 12 June 2020
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference

Part One - Data provided by the Client
Statements given in all Contracts

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main Option	Option E	Option for resolving and avoiding disputes	W2
-------------	----------	--	----

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 Production of an Investment Prospectus and associated Delivery Plan for the River Severn Partnership.

The *Client* is Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is

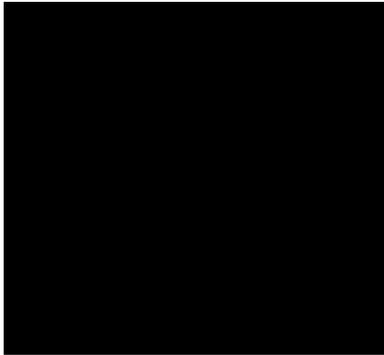
Address for communications

Address for electronic communications

The *Scope* is in
River_Severn_Partnership_Scope v2 dated 12 June 2020

The *language of the contract* is English

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



The *period for reply* is 2 weeks

The *period for retention* is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

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

2 The Consultant's main responsibilities

The *key dates* and *conditions* to be met are
condition to be met

'none set'	'none set'	<i>key date</i>
'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 12 June 2020

The *Client* provides access to the following persons, places and things
 access

N/A	N/A	<i>access date</i>
-----	-----	--------------------

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

The *completion date* for the whole of the *service* is 30 June 2020

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. Managing and mitigating the impact of Covid 19 and working in accorda
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>	£5 million 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 £5m 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		£1 million

Resolving and avoiding disputes

The <i>tribunal</i> is	litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

Z Clauses**Z1 Disputes**

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The *service* is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of':

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

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000.00

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £1,000,000.00

The *end of liability date* is 6 Years after the Completion of the whole of the *service*

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

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

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term *beneficiary*

Part Two - Data provided by the Consultant

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

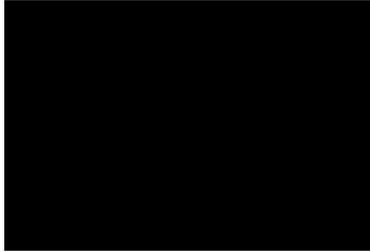
1 General

The Consultant is

Name and company number

Jacobs UK Ltd

Address for communications



Address for electronic communications

The fee percentage is

Option E



The key persons are

Name (1)



Job



Responsibilities

day to day contact, technical inputs

Qualifications

BSc, MCIWEM C.WEM, Institute of Asset Management Certificate

Experience

12 years

The key persons are

Name (2)



Job



Responsibilities

Investment Prospectus and Delivery Plan

Qualifications

BSc, MSc

Experience

16 years

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

3 Time

The programme identified in the Contract Data is
to be completed by 30th June 2020

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
Address for communications
[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


Role

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

Jacobs UK Ltd


Signature


Role

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	River Severn Partnership - Investment Prospectus
Project SOP reference	ENV0003019C
Contract reference	project_29598
Date	12 June 2020
Version number	2
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
04/06/2020	First issue	1
12/06/2020	SOP reference added	2

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 Technical Requirements	8	08/01/2018

customer service line
03708 506 506

www.environment-agency.gov.uk

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 is to produce an Investment Prospectus and associated delivery plan for the River Severn Partnership. This will provide a visioning document to enable cross government conversations and funding support to take forward the work of the River Severn Partnership. It will showcase the role of the Severn river network in underpinning and enabling economic growth.

The River Severn catchment is Britain's longest river network and a unique asset underpinning and uniting ambitious growth and prosperity plans across Mid Wales, Shropshire, Herefordshire, Worcestershire and Gloucestershire.

The River Severn Partnership recognises the critical, enabling role played by the river network for these opportunities and is collaborating to deliver a River Severn Strategy to guide the long-term transformation of this catchment.

As an important first step for the River Severn Strategy, an investment prospectus is required. This will set out, in very high level terms, the case for central government investment in the project.

The requirement for this work is based on recent conversations with Cabinet Office. They have indicated the need for an Investment Prospectus by the end of June. This will inform budgetary decisions which are expected by the early July as part of the Comprehensive Spending Review and in light of work around economic recovery and resilience linked to the Covid-19 pandemic.

The work will be funded by the partners within the River Severn Partnership.

1.2. Outcome Specification

This project will prepare an Investment prospectus for submission to the Cabinet Office at the end of June 2020.

The **Investment Prospectus** will present a compelling case showing how economic growth can be achieved across the River Severn catchment area, using water management as an enabler. This will reflect the River Severn Partnership's mission statement:

“To make the Severn Catchment Britain's most vibrant and resilient river network; where an exceptional quality of life, prosperous local economies and an outstanding natural environment is driven by a programme of innovation to reduce flood risk, secure future water resources and improve and deliver shared natural assets.”

Preparing the Investment prospectus will require engagement with the River Severn Partnership partners.

An accompanying high-level delivery plan for the River Severn Strategy will outline the delivery approach, summarise existing research, describe the Strategy's workstreams, detail the required activities.

The prospectus will set out, in its conclusion, the next steps required to advance the project to the next level and what is the “ask” of central government.

1. Investment Prospectus

- Short (approximately 10 -15 page document) prepared in a brochure format with compelling infographics and images. The brochure will present:
- A compelling case for the River Severn investment strategy
- Models, showing how costs and benefits associated with the strategy can be achieved and highlighting all known costs and benefits identified to date
- Spotlights on the key initiatives the Strategy will seek to bring together (collating the evidence to complete these spotlights will necessitate collaboration with River Severn Partnership partners)
- Initial thoughts on workstreams and key associated tasks for delivering the Strategy The Consultant will present the draft Investment Prospectus to River Severn Partnership partners via video conference

2. High level delivery plan

- Short document to include:
- A summary of the delivery approach.
- A description of the workstreams the strategy will include and the interfaces between them.
- A breakdown of the activities to be completed under each workstream, their timings, the interfaces between them and their risks and opportunities.
- A summary of indicative costings for the identified activities, where possible

3. Partnership engagement

- Weekly progress meetings by Microsoft Teams (or another video call service compatible with Environment Agency systems)

2. Outcomes required

- a) The *Consultant* shall provide a short (approximately 10 – 15 page) Investment Prospectus, prepared in a brochure format with compelling infographics and images.
- b) The *Consultant* shall provide an accompanying high-level delivery plan, clearing setting out the proposed delivery approach

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

- a) The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. In addition, any other existing sources known to the *Consultant* should be utilised.

4. Exclusions

- a) N/A

5. Specifications or standards to be used

- a) The *Consultant* shall utilise the example Investment brochure provided for Portsmouth as a guide for the specification and standard of work required.

6. Specific Project Requirements

- a) Provision of project outputs to Client by 30/06/2020
- b) Provision of project outputs in suitable format to meet requirements around its intended use for sharing with partner organisations and Central Government.
- c) Management of collaboration with MACE as supporting consultants in the project.

Expected work stages

Date	Activity / Stage	Description
12/06/2020	Project Start	Formal project start
19/06/2020	Share Draft format of Investment Prospectus document and high level delivery plan	Virtual workshop to present brochure.
30/06/2020	Submit completed Investment Prospectus and high level delivery plan	

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

- a) Background information on the River Severn Partnership, ambitions and objectives and work undertaken to date.
- b) Facilitation of information exchange between the Consultant and the River Severn Partnership members.

Title	Format	Available from
Driving Growth in Plymouth	pdf	https://issuu.com/visitplymouth/docs/driving_growth_brochure_2019_v3_4we

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 tender document, so that the correct baseline position can be seen by tenderers and price

