

[illegible]

Rev 1.8.0a

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name PM BIS Secondment to PCM

Project Number [REDACTED]

This contract is made on
between the *Client* and the *Consultant*

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

Part One - Data provided by the *Client*

Statements given in all Contracts

1 General

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

Main
Option



Option 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 PM Requirement to meet the urgent demand of new work load across a broad range of existing and new projects in the North of England

The *Client* is [REDACTED]

Address for communications

Horizon House
Deanery Way
Bristol
BS1 5AH

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The Scope is in
Bravo folder

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' *key date*
 '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 09 August 2021

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 09 February 2022

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 accordance with Public Health England guidance, as may vary from time to time, between 1st July 2021 and 31st August 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 The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	MINIMUM AMOUNT OF £5 million in respect of each claim, without limit to the number of claims	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION 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		£5 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 resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant*;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager*.

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

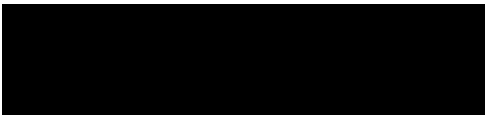
The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.



Secondary Options

OPTION X2: Changes in the law

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

OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is

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 ter 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

Address for communications

Address for electronic communications

The *fee percentage* is

The *key persons* are

- Name (1)
- Job
- Responsibilities
- Qualifications
- Experience

The *key persons* are

- Name (2)
- Job
- Responsibilities
- Qualifications
- Experience

The *key persons* are

- Name (3)
- Job
- Responsibilities
- Qualifications
- Experience

The *key persons* are

- Name (4)
- Job
- Responsibilities
- Qualifications
- Experience

The *key persons* are

- Name (5)
- Job
- Responsibilities
- Qualifications
- Experience

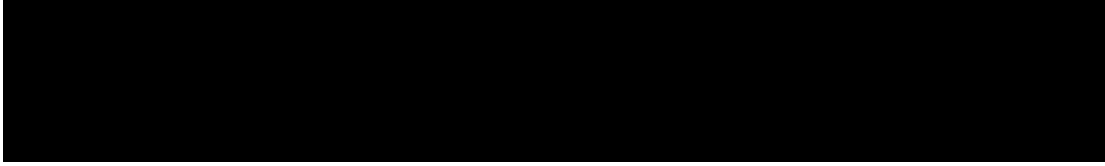
The *key persons* are

- Name (6)
- Job
- Responsibilities
- Qualifications
- Experience

The *key persons* are

- Name (7)
- Job
- Responsibilities

Qualifications
Experience



3 Time

The programme identified in the Contract Data is

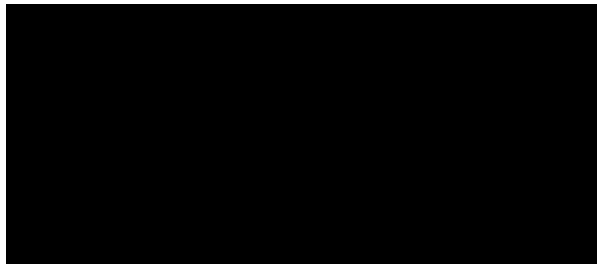
AS CD Part One

5 Payment

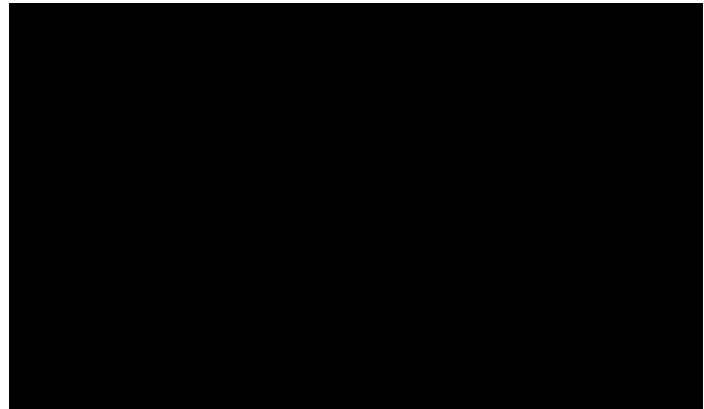
The *activity schedule* is



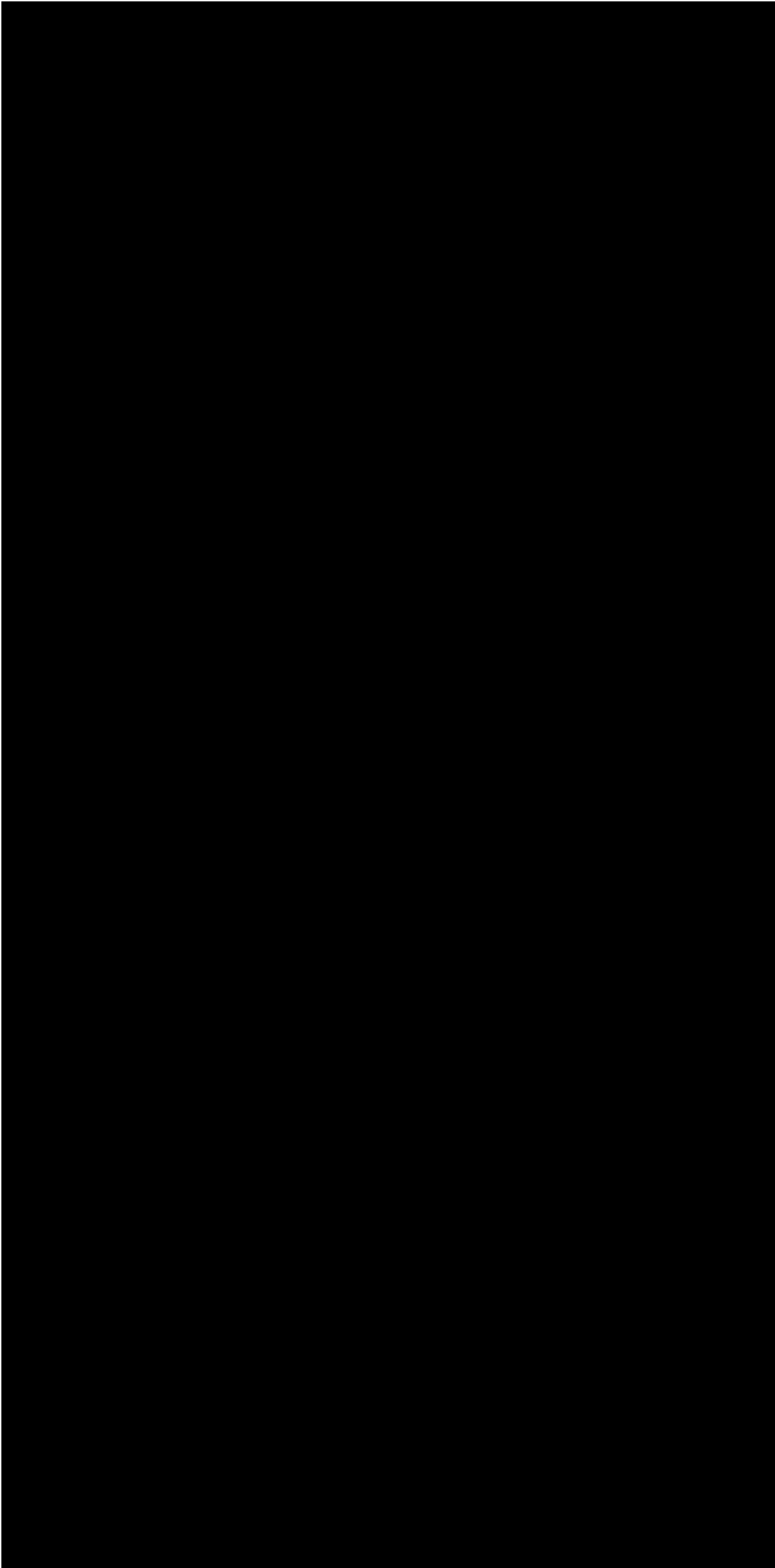
Resolving and avoiding disputes



X10: Information Modelling



The *information execution plan* identified in the Contract Data is
N/A



Name and address etc. of *Consultant*

Enter email address

Insert the relevant framework tendered *fee percentage*

Name the *key persons* to be working on the contract

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

This is optional and is inserted if a programme is being initially provided

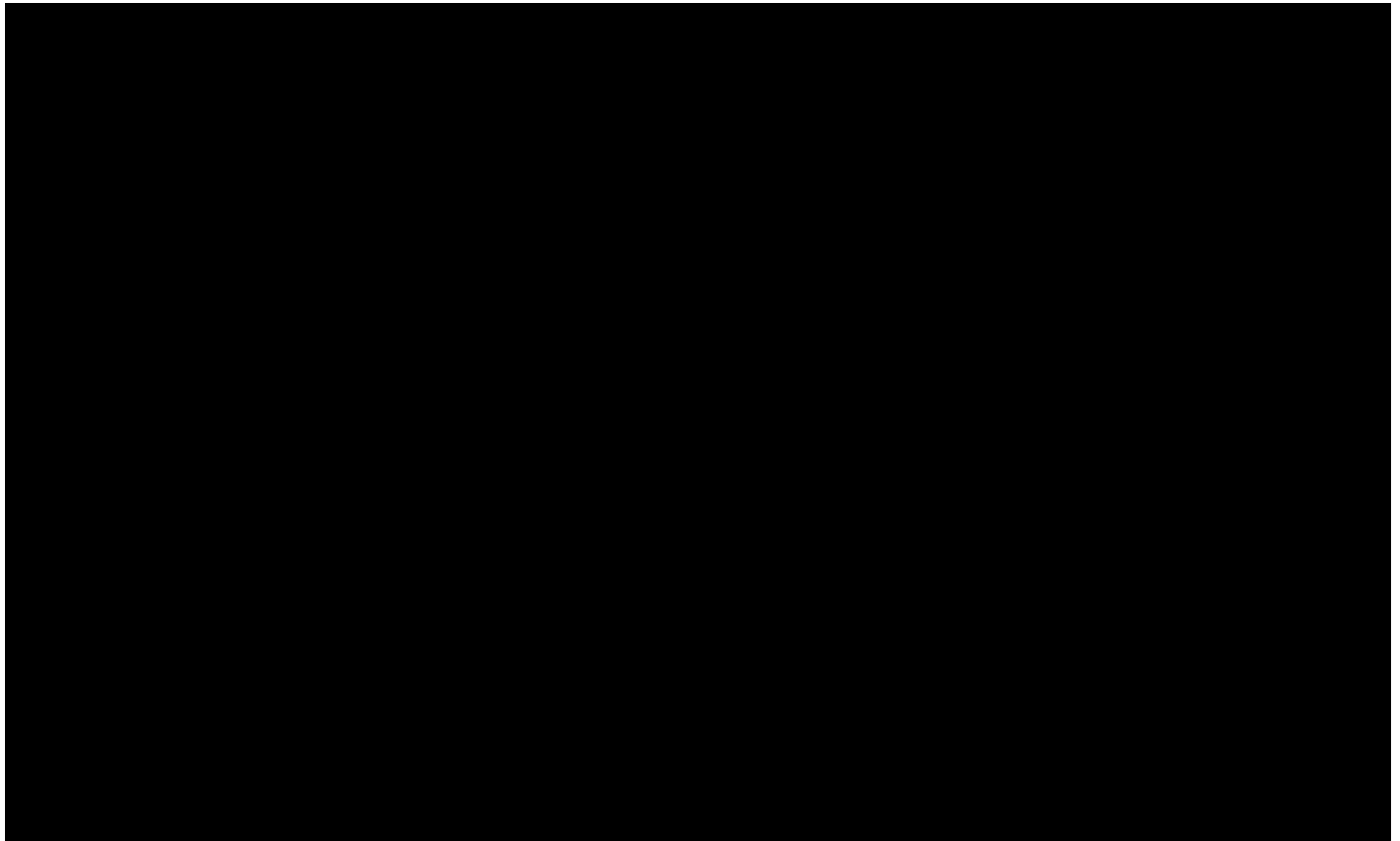
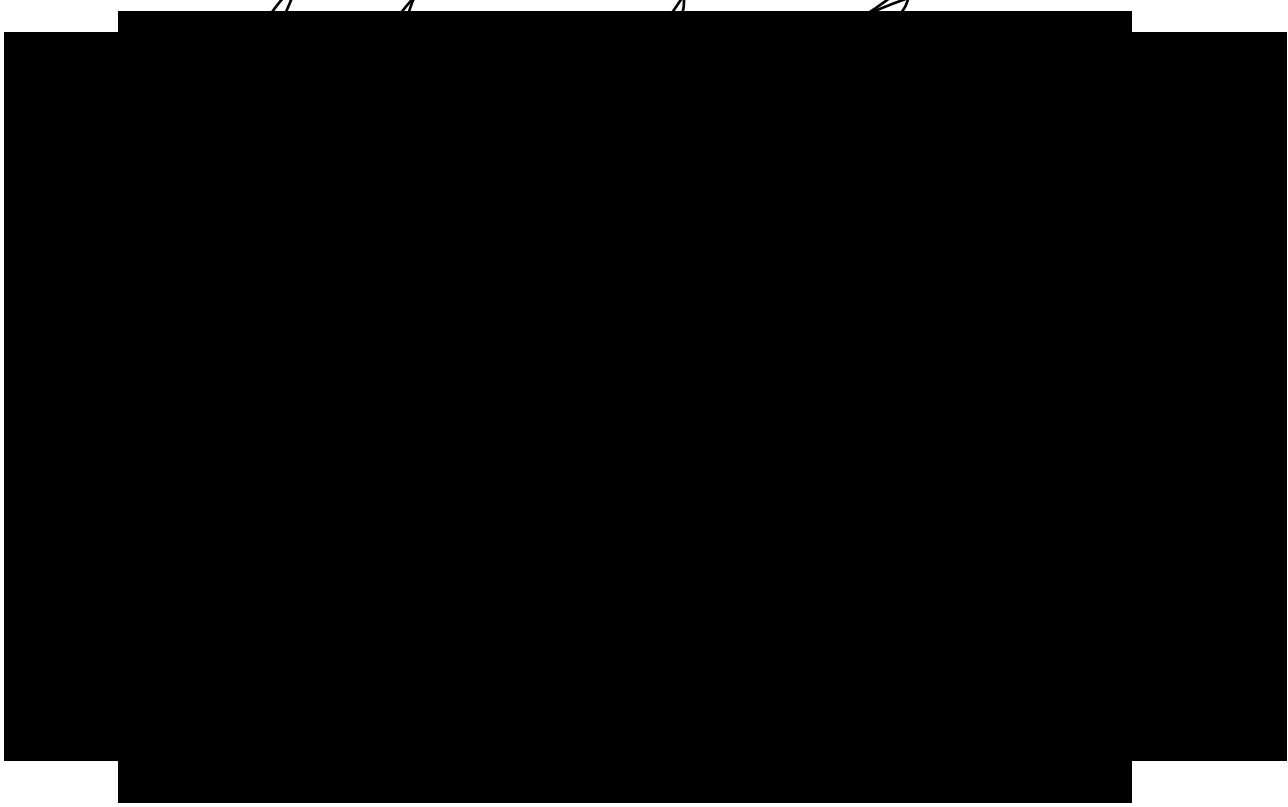
Enter postal address

Enter email address

Enter postal address

Enter email address

X10 is always used



Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	Project Management Bought In Service Secondment to PCM
Project SOP Reference	VARIOUS CAPITAL PROJECTS
Contract reference	██████████
██████████	██████████
Version number	1
Author	██████████

Revision history

Revision date	Summary of changes	Version number
20/07/21	First issue	1

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

Details of the services

Details of the services are:

1. Description of the work:

1.1 Objective

Project & Contract Management (PCM) recruited a significant number of Bought in Service Project Managers from the CSF last year. This was due to a growing workload across our capital delivery of Flood Risk Management Schemes. From this April 2021, our programme is growing again with even more funding secured across a greater number of projects. We currently have 16 BiS members of the PCM team alongside 33 permanent members of staff. We are looking to take on 1 new project manager, and we expect that it will need to be resourced from the CSF.

Once normal working resumes, this Project Manager will be based out of Richard Fairclough House, Warrington, WA4 1HT where the PCM team are based. However, since the work being undertaken is in the northwest region, there are opportunities to work out of Lutra House, Preston, PR5 8BX and our Penrith office. There will certainly be a need to attend meetings at these locations in addition to site visits at other locations. All candidates applying to work in the NW hub should be based in the NW of England and should include their base location in their application.

This individual will be working on a range of capital projects to deliver new flood risk management schemes or studies, and/or revenue and maintenance projects to bring existing assets up to condition. All of our projects require appraisal (feasibility assessment), business case justification, detailed design and construction.

The role can be part-time but full-time is preferred, up to a maximum of 40 hours per week. This post has got funding for 6 months but there is potential for further funding to be found and the post to be extended to suit our future resource needs. We are looking to review applications before 29 July 2021 with a view to interview w/c 2 August with a start date of 9 August.

Tender Evaluation will be undertaken against the Curriculum Vitae(s) submitted and the proposed rate for that individual. A video interview will then be required for those candidates that are shortlisted to confirm the information provided in the CVs and assess their suitability for working with the EA, and specifically in PCM.

1.2 Outcome Specification

This is a technical project management role working closely and collaboratively with Environment Agency (EA) internal Flood & Coastal Risk Management (FCRM) Officers and support services and with suppliers (Consultants and Contractors) from one of our Frameworks who will be appraising, designing and delivering flood risk management projects. This could also involve managing modelling and forecasting contract commissions on behalf of our Evidence & Risk teams.

The role will involve managing project costs and risks against project forecasts using EA project management reporting tools. It will involve tracking the delivery of Outcome Measures

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20 July 2020

(OM) against OM targets, set at the start of the project. It will involve producing scope of works and contract documents and quality assuring deliverables against these scope documents.

Project and contract management competence is essential. Technical knowledge and experience in engineering and construction is preferred. Experience of working with and/or at the Environment Agency in Flood Risk Management is desirable since an understanding of EA systems and processes is ideal. The amount of experience expected will be tailored to suit the grade of role.

2. Drawings, site information or reports already available

- a) N/A

3. Specifications of standards to be used

- a) N/A

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

- a) The Candidates period of availability to start in PCM will be considered as part of the tender evaluation.

5. Requirements of the secondment

The following skills are key to being able to fulfil these secondments effectively:

- Project Management Training, Experience and Qualifications;
- Ability to produce project programmes in Microsoft Project;
- Commercial experience including understanding of different procurement approaches, contract strategy, experience of NEC suite of contracts specifically PSC & ECC contract administration;
- Preparing Scope of Services for business case preparation, detailed design commissions and construction contract awards;
- Producing business case reports to secure funding;
- Risk Management Experience;
- Health & Safety competence such as CDM & CSCS Card;
- Environmental Assessment Understanding & Experience;
- Stakeholder Engagement Experience.

Additional experience that would be beneficial includes:

- Understanding Hydrology & Hydraulic Modelling Principles;
- Flood Damage Assessment & Economic Analysis;
- Appraisal/Feasibility Assessment Knowledge;
- Using the 5 Case Business Case Model to develop convincing business cases;
- EA Risk Analysis Tool;
- Evaluating Sustainable and Low Carbon Solutions;
- Option Development Outline Design;
- Management of Detailed Design;
- Preparation of contract documentation for design commissions and construction contracts;
- Understanding Construction Techniques;
- Securing External Funding.

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

The *Employer* will provide new Project Managers with IT hardware (e.g. mobile phone, EA laptop) to perform the assigned role. There may be an interim period where the Project Manager will need to use the host company's IT equipment to perform the role. The Project Manager will also have access to the *Employer's* IT systems (e.g. Environment Agency e-mail address, Asite, Project Online/PPMT, Sharepoint and FastDraft).