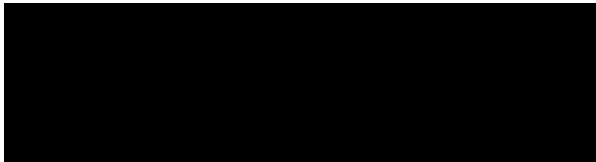




Framework:
Supplier:
Company Number:



Geographical Area:
Project Name:
Project Number:

**Mids - CDF lot 2 - SR20 NFM/ENV Enhancement - Pre SOC Of
ENV0003123C**

Contract Type:
Option:

**Professional Service Contract
Option E**

Contract Number:

project_29832

Revision	Status		Originator		Reviewer		Date

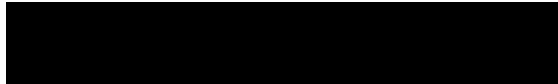
**PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA**

Project Name Mids - CDF lot 2 - SR20 NFM/ENV Enhancement - Pre SOC Option E

Project Number ENV0003123C

This contract is made on 28 August 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.



**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
- 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 The Scope covers the involvement of the early supplier engagement Consultant. To provide support to Arup in the compilation of a document outlining the NFM opportunity identification methodology including datasets, tools and analysis required.

Scope definition for next phase of works.

Sub-programme schedule for key activities up to 31st March 2021.

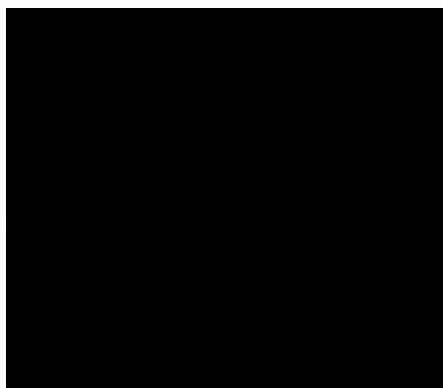
The *Client* is

Address for communications

Address for electronic communications

The *Service Manager* is
Address for communications

Address for electronic communications



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 conditions to be met 'none set' key date '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 18th September 2020

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 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

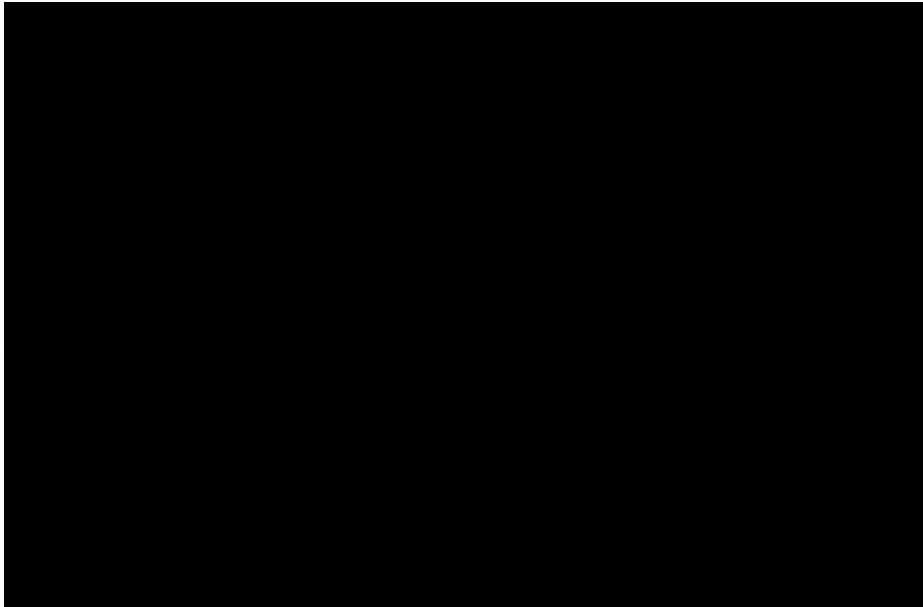
1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st July and 31st October 2020
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

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



Resolving and avoiding disputes

The *tribunal* 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 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

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 24 of the Framework Agreement

Secondary Options

OPTION X2: Changes in the law

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

OPTION 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 £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

£5,000,000.00

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

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

Name (2)
Job
Responsibilities
Qualifications
Experience

Name (3)
Job
Responsibilities
Qualifications
Experience

Name (4)
Job
Responsibilities
Qualifications
Experience

Name (5)
Job
Responsibilities
Qualifications
Experience

Name (6)
Job
Responsibilities
Qualifications
Experience

Name (7)
Job
Responsibilities
Qualifications
Experience

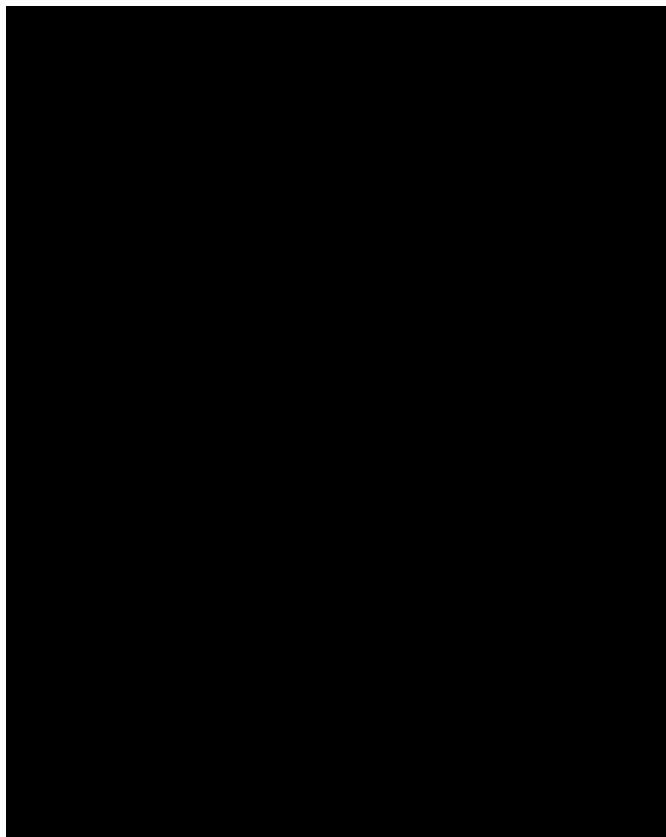
The following matters will be included in the Early Warning Register
Brexit

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

X10: Information Modelling



Contract Execution

Client execution

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

[Redacted signature area]

Consultant execution

Consultant execution

Signed under hand by for and on behalf of

[Redacted signature area]

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract information

Project name	Mids - CDF lot 2 - SR20 NFM/ENV Enhancement - Pre SOC Option E
SOP reference	ENV0003123C
Contract reference	Project_29832
Date	25 August 2020
Version number	V2
Author	Natasha Forrester

Revision history

Revision date	Summary of changes	Version number
20.08.2020	First issue	V1

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	V9	29/08/2018

customer service line
03708 506 506
www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

1 Overview

1.1 Objectives of the services

Objective

The overall objective of the sub-programme is to develop a pipeline of schemes/investigations for delivery beyond 2020/21. Each sub-programme in the East Midlands is made up of a number of projects, all with a common focus. The focus of the sub-programme related to this scope is Natural Flood Management & Environmental Enhancement.

The intention is to create an integrated sub-programme delivery team, with members from each of the relevant functions within the *Client*, Collaborative Delivery Framework suppliers and other NGS framework suppliers as required. The aim is to have a consistent delivery team, all working to identify and define a pipeline of projects by undertaking whatever assessment, investigation or analysis is required and within the *Client's* usual scheme development protocols.

The Scope covers the involvement of the early supplier engagement *Consultant*.

It is anticipated that the initial Scope will take 6-8 weeks of work, but will be expanded through compensation events as appropriate, as the sub-programme progresses, and the services required of the *Consultant* to support and participate in the sub-programme team are defined.

The *Consultant's* agreed Scope for the projects which make up this sub-programme and participation in the sub-programme team, will initially be managed through this single contract.

It is anticipated that as individual schemes develop and CDF protocols dictate, the Scope will be developed, and contracts will be initiated for those schemes (e.g. for delivery of an Outline Business Case or any scheme where a Target cost contract approach is required).

The initial grouping of project lines within this sub-programme are:

- Project 1 - NFM Opportunity Mapping
- Project 2 - East Midlands Moors for the Future Partnership
- Project 3 - Hogshaw Brook

Outcome Specification

The *Consultant* is required to provide advice and support in the following areas:

- Provide support to Others (Arup) in the production of the decision-making framework and review the outputs whilst providing advice on buildability, site constraints, economics and commercials.
- Should the *Client* require any GI, SI and topographic surveys this will be dealt with via a compensation event.
- Review of information & data already held for the named projects:
 - Project 1 - NFM Opportunity Mapping
 - Project 2 - East Midlands Moors for the Future Partnership
 - Project 3 - Hogshaw Brook

The *Consultant's* involvement will be led by a sub-programme lead who will work as part of the core sub-programme team.

Tasks to be covered in the first 6-8 weeks

Initial tasks will be to assist in building a robust sub-programme and identify gaps in both data and understanding to inform the next stage of scoping.

To inform this work, assessments undertaken by the *Client* during the initial development of the pipeline will be used including Initial Investigations programmes, scoping matrices and, priority mapping.

The *Consultant's* initial tasks will consist of providing support for the following:

1. Agreeing priorities and key objectives (includes flood risk and partnership funding rules).
2. Identifying key inputs and datasets (region specific and nationally available).
3. Review of what has been done already in the region. Lessons learnt and how to integrate these.
4. Defining stages and stop gates for decision points.
5. Defining how to assess project sensitivity and production of a decision-making framework to determine next stage for each project/community.
6. Provide first draft of a decision-making framework, including key inputs and tools required at each stage.
7. Request/facilitate *Client* feedback;
8. Development of the Scope for next stage of the *Consultant's* involvement in the sub-programme;
9. Development of a baseline schedule to outline key activities for the sub-programme up to 31st March 2021.

Working with the *Client* and Others (Arup), the *Consultant* shall be responsible for delivering the requirements set out by the Scope.

1.2 *Consultant* project management

The overall management of the commission shall include the following:

- Adhering to the project stages and timing of these stages and roles and responsibilities; in particular, identifying those to be responsible for quality assurances that are removed from the day to day running of the project.
- Agreement and management of change via the *Client's* contract management platform, FastDraft.
- Project risk register review, update and implementation of resulting *Consultant* actions where required.
- Attendance at workshops as required by the Scope of work.
- Financial and carbon updates and forecasts to meet the *Client's* deadlines together with the production of checkpoint reports, end stage reports, exception reports (as required), end project report and any other reports deemed necessary. The *Consultant* is to provide a forecast of the total Defined Cost and expenses for the whole of the service to be submitted to the *Service Manager* monthly on a date to be agreed between the *Service Manager* and the *Consultant's* sub-programme lead. The *Consultant* is to accompany the forecast with an explanation of the changes made since the previous forecast.
- Attend project board and programme board meetings as required in capacity as *Consultant*.
- *Consultant* project manager to be responsible for delivery of services and products in line with the Accepted Programme.
- Co-operate with the *Client* in the role of the BIM Information Manager.
- Handover package of project deliverables. Published deliverables to be shared and distributed via the *Client's* common data environment, Asite.
- *Consultant* to input into any environmental discussions.
- Review and update the lessons learnt log and disseminate any key lessons learnt to the business.
- Review and update the issues log and determine the appropriate action required to resolve.
- All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to the *Client's* Data Security Policy. It is expected that once the commission is completed, all the original data sent to the *Consultant*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption or deleted.
- Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption or deleted.
- To support (if required) in the production of checkpoint report, end stage report, end project report, exception reports (as required) in standard template giving progress against programme, deliverables received and expected and financial summary against programmed.
- Consider the following and document how they may be addressed on this contract:
 - **Public:** how to effectively engage with, and how they perceive us, the diverse public throughout projects
 - **Project team:** how to create an inclusive environment for our project team
 - **Framework:** identify opportunities to support diverse workforces on our projects across our organisations.

2 Services required

2.1 Definition of Completion and Defects

It is a requirement of the contract that Completion is when:

- all of the services have been provided by the Completion Date.
- Population of the *Client's* latest version of the Project Cost Tool, or its successor.
- Transfer to the *Client's* databases of BIM data.
- Completion of the relevant phase of the *Client's* carbon tool.
- corrected Defects which would have prevented the *Client* from using the *service* or Others from doing their work which have been rectified and accepted by the *Service Manager*.

A Defect is part of a *service* provided which is not in accordance with the Scope or the applicable law.

2.2 Outputs and deliverables

As part of the services the *Consultant* is to produce/provide support to the following outputs/deliverables.

2.2.1 The key outputs/deliverable are outlined in section 1 but are as follows:

- Providing support to Others (Arup) in the compilation of a document outlining the NFM opportunity identification methodology including datasets, tools and analysis required.
- Scope definition for next phase of works.
- Sub-programme schedule for key activities up to 31st March 2021.

The *Consultant* shall assist with high level costs for resource purposes and review buildability. The *Consultant* shall discuss proposals with the *Client* including the Field Service and Area Teams.

2.3. Site Investigation

2.3.1 Ground Investigation

Omitted

2.3.2 Topographic survey

Omitted

2.3.4 Services and diversion plan

Omitted

2.3.5 Ecological surveys

Omitted

2.3.6 Hydrology and hydraulics

Omitted

2.4 Landscapes and Environmental design

2.4.1 Environmental considerations

The *Consultant* will work with the *Client* and project partners to reduce flood risk to people and property through an adaptive approach that is resilient to climate change and that works with natural processes whilst:

- i. Creating a better place and maximising environmental outcomes for people and wildlife, which includes landscape character, aesthetics, recreation, education, green infrastructure, navigation and heritage;
- ii. Involving local people and organisations to assist in the process of developing the optimal solution;
- iii. Minimising by designing out where possible, and mitigating for unavoidable adverse environmental effects as a result of the scheme;
- iv. Minimising adverse impacts on economic activity, tourism, recreation and other human activity.
- v. Supporting and contributing to outcomes that meet the objectives of the Water Framework Directive (WFD) for the relevant water bodies.

3 Standards to be used

3.1 Health and safety

Health and safety is the number one priority of the *Client*. The *Consultant* will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all relevant to this stage of the project.

3.2 *Client* standard documents

Designs produced must be in compliance with the *Client's* Minimum Technical Requirements. Contract documents produced must be in compliance with the latest *Client* standard template.

Ref	Report Name	Where used

4 Constraints on how the *Consultant* provides the services

No current constraints

5 Requirements of the programme

5.1 Programme

The following are requirements for Completion to be certified:

- Transfer to the *Client* of BIM data.
- Completion of the relevant phase of the *Client's* carbon tool.
- all of the services have been provided by the Completion Date.

The *Consultant* is to support Others (Arup) in the compilation of the end to end programme in Microsoft Project. The *Consultant* is to support Others (Arup) in updating the programme and providing the necessary information to feed into the programme at monthly intervals._

The programme shall cover all the activities to be undertaken by the *Consultant* and other members of the project team. Include all major project milestones from commencement to the end of the design stage and readiness to start on site. Include appropriate review and consultation periods for drafts, scoping reports, statutory consultation etc.

These gateways are critical in managing project expenditure, programme and Scope change and shall be well considered and managed to ensure project remains on time and cost.

The following consultation periods should be incorporated into the programme, with adequate allowance for review and revision of documents by the project team where appropriate:

- a. Submission for approval and time allowance for the *Client's* approval process.

6 Services and other things provided by the *Client*

6.1 Data and information management and intellectual property rights

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

6.2 Data custodianship

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

6.3 Licensing information

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

6.4 Data management and metadata

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

6.5 Data security

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

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

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

6.6 Timesheets

Timesheets as normally utilised by the *Consultant's* shall be submitted with fee notes when requested unless otherwise agreed with the *Service Manager*. Electronic submissions would be acceptable.

6.7 Payment procedure

Payment is subject to the procedure agreed in the framework.

6.8 Quality

The quality management system complies with the requirements of ISO9001 and ISO14001.

6.9 Parent company guarantee

If Option X4 (Parent Company Guarantee) is used

Omitted

Appendices

Appendix 1 BIM Protocol – Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan requires verifying by the *Consultant* unless it is referenced elsewhere within the *Scope*.

www.Pow.bim4.info

You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by suppliers

