



Framework:	Client Support Framework
Supplier:	Capita Black & Veatch
Company Number:	[REDACTED]
Geographical Area:	National
Project Name:	Navigation Capital Programme Management PM Support
Project Number:	ENV0002430C
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	project_27999

Revision	Status	Originator	Reviewer	Date

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

Project Name Navigation Capital Programme Management PM Support

Project Number ENV0002430C

This contract is made on 12 November 2019
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

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

Project Manager support to the Navigation Capital Programme Management team.

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
Navigation_CPM_PM_Support_Scope v1 dated 17 October 2019

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
N/A

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 N/A N/A *key date*

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 November 2019

The *Client* provides access to the following persons, places and things
 access N/A N/A *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 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. N/A
- 2.
- 3.
- 4.
- 5.

8 Liabilities and insurance

These are additional *Client's* liabilities

1. N/A
- 2.
- 3.

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 12 months £5m 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 £5m or the amount required by law in respect of each claim, without limit to the number of claims
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

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 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*

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	<i>beneficiary</i>
N/A	N/A

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

Capita Black & Veatch

Address for communications



Address for electronic communications

The fee percentage is

Option E

The key persons are

Name (1)	
Job	Seconded PM support resource
Responsibilities	Assistance with Navigation Programme Business Case
Qualifications	Meng, Ceng, MICE
Experience	27 years

The key persons are

Name (2)	
Job	Project Director
Responsibilities	Manage the commission, quality assure change control
Qualifications	
Experience	15 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

Services to be complete by 31st March 2020

Resolving and avoiding disputes

The *Senior Representatives of the Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

Contract Execution

Client execution

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

Sign 

Role 

Consultant execution

Consultant execution

Signed under hand by for and on behalf of Capita Black & Veatch

Signature 

Role 

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Navigation Capital Programme Management Project Manager Support
Project SOP reference	ENV0002430C
Contract reference	project_27999
Date	17/10/2019
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number
17.10.19	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	8	08/01/2018

Details of the *services*

Details of the *services* are as follows.

1. Description of the work:

Objective

The objective is to develop an agreed approach to streamline the assurance of Navigation projects.

Outcome Specification

The time and effort currently spent on business cases for Navigation projects is disproportionate to the risk and is too time consuming to allow projects to be effectively developed and delivered in year. There are examples in other parts of the business where a programme level assurance has been adopted. This may be more appropriate for Navigation.

Summary of issues/ points to consider:

1. Navigation capital funds are allocated on an annual basis making forward planning and gearing up the right level of future work difficult. Consequently, to avoid abortive work, teams often wait until allocations are confirmed to develop business cases, and get work into the programme, making it difficult to deliver them in year.
2. Capital work can only [generally] be undertaken outside the boating season (between Nov and March) so is constrained to that working window. Projects need to be ready to go on site by that point in the year.
3. A considerable percentage of the programme is spent on low risk, repeatable work like inspections, refurbishments and heavy repairs. The level of assurance should match the level of risk.

2. Related development

The work to identify the assurance approach will involve understanding the detail of the projects in the programmes. Whether we have the 'right' work in the capital programme, and are applying a similar approach to the identification and delivery of capital investments and capital maintenance across all our different Navigations is likely to be revealed.

Whilst the main focus of this commission is to develop an approach for the existing work types and projects, a narrative around developing a consistent, forward thinking approach to asset management decision making should feature to help move us towards being a modern, world class asset management organisation.

3. Required Outcomes

1. An agreed approach that will streamline the assurance of Navigation Capital Projects for all Navigation led projects.
2. An approach that is adaptive and flexible so we can move from improving efficiency of maintenance to developing optimised investment plans and maturing as an asset management organisation over time.
3. One approach that is applicable to all Navigation teams and brings more consistency to our investment planning and delivery nationally.

4. It is likely that there will be thresholds/ risk levels which determine which approach a particular project should take. These should be developed and included.
5. Risks and benefits of the new approach should be described.

This commission is for *Consultant* support, in the form of an experienced Project Manager is required to deliver the requirements.

Ideally this will be someone with experience of working on Navigation projects and on business cases.

The *Consultant's* Project Manager should be a self-starter with good communication, research and information assimilation skills. They should be able to negotiate and find compromises to develop an approach which will suit a number of Areas. They will have a good knowledge of the principles and practices of project and programme management, understand the risks associated with managing a variety of projects. An understanding the 5 case business approach and assurance process is essential as well as demonstrable experience of what high quality output looks like.

4. Services required

The development of an assurance approach is likely to be split into 2 phases:

Phase 1: Develop an assurance approach. Tasks to include:

- a) Telecons, e-mails, familiarisation, fact-finding;
- b) Adapt Anglian FBC to national high-level draft for discussion on aims & objectives;
- c) Engage with KSL and THM (telecons and e-mails);
- d) Engage with TE2100 (telecons and e-mails) and assess suitability of model for discussion;
- e) Periodic catch-ups with the *Service Manager* (Navigation Assets Board) including brief summary for monthly board report (assume two needed);
- f) Ongoing consultation with Richard Nunn/FSOD team;
- g) Second iteration of draft Programme Business Case for discussion.

Phase 2: Assurance:

Tasks will not be fully developed until phase 1 is complete but are likely to look at how we move to that approach by completing a gap analysis per Area. It may also look at how we build in more advanced asset management thinking into our programmes.

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

The named Project Manager is not to delegate their duties or powers without prior written agreement from the *Client*.

Commencement date of the *services* is as soon as possible. Completion of the first phase is expected by the end of Dec 2019. If phase two goes ahead, completion of the whole commission is 31st March 2020.

6. Specifications or standards to be used

Health, safety and welfare is of paramount importance to the *Client* and one of the objectives for the contract is that the works should be undertaken in a manner that achieves highest possible standards. Health, safety and welfare provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The *Consultant* will take reasonable steps, when considering documents supplied to them by all parties, that the management arrangements adopted for safety are suitable.

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

7.1 Contract to be administered

The *Client* will provide a copy of the contract to be administered on A-Site. This will include the Scope. Other information referred to in the contract will also be available on Project Collaboration Tool.

7.2 Training to be provided by the *Client*

The *Client* will provide access to and training on their web based Project Collaboration Tool.

7.3 Data and information management and intellectual property rights

All of the data listed as being supplied to the supplier as part of this study remains the Intellectual Property of the *Client*.

7.4 Data custodianship

The data custodian for project deliverables from this commission will be stored within the *Client's* A-Site system and with the area PSO team.

7.5 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.

7.6 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's* project manager 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.

7.7 Data security

All model and survey information will be provided to the supplier in an encrypted format (using WinZip 128 bit encryption) according to *Client* data security policy. It is expected that once the commission is completed, all the original data sent to the supplier, 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

7.8 Timesheets

Timesheets as normally utilised by the *Consultants* shall be submitted with fee notes unless otherwise agreed with the *Client's* project manager. Electronic submissions would be acceptable.

7.9 Payment procedure

Payment is subject to the procedure agreed in or under the framework.

7.10 Quality

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

Please detail any other requirements of the Quality Plan

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