



Framework: Collaborative Delivery Framework
Supplier: Ove Arup & Partners Ltd
Company Number: [REDACTED]

Geographical Area:
Project Name: East Midlands Technical Support
Project Number: N/A

Contract Type: Professional Service Contract
Option: Option E

Contract Number: project_28760

Revision	Status	Originator	Reviewer	Date

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

Project Name East Midlands Technical Support

Project Number N/A

This contract is made on 14 February 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.
- 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.

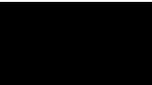
Main Option	Option E	Option for resolving and avoiding disputes	W2
-------------	----------	--	----

Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- X11: Termination by the *Client*
- X18: Limitation of liability
- 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* Provision of technical support to the East Midlands Area team.

The *Client is* Environment Agency

Address for communications 

Address for electronic communications N/A

The *Service Manager is*
Address for communications 

Address for electronic communications

The *Scope is in* EMD_Technical_Support_Scope v2 dated 29 January 2020

The *partner contract is* N/A

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
Not used

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

2 The Consultant's main responsibilities

The <i>key dates and conditions</i> to be met are	<i>key date</i>
<i>conditions</i> to be met	'none set'
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'

The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than	4 weeks
--	---------

3 Time

The <i>starting date</i> is	08 February 2020
-----------------------------	------------------

The <i>Client</i> provides access to the following persons, places and things	<i>access date</i>
access	08 February 2020
Area offices, IT systems, and equipment.	

The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks
--	---------

The <i>completion date</i> for the whole of the <i>service</i> is	31 March 2020
---	---------------

The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is	4 weeks
--	---------

4 Quality management

The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is	4 weeks
---	---------

The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	26 weeks
---	----------

5 Payment

The *currency of the contract* is the £ sterling

The <i>assessment interval</i> is	Monthly
-----------------------------------	---------

The *expenses* stated by the *Client* are as stated in Schedule 9

The <i>interest rate</i> is	2.00%	per annum (not less than 2) above the
Base	rate of the	Bank of England

The locations for which the <i>Consultant</i> 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. 'not used'
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 COVER	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>	£5,000,000 in respect of each claim, without limit to the number of claims	12 years after Completion

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service **£15,000,000** in respect of each claim, without limit to the number of claims 12 years after Completion

Death of or bodily injury to the employees of the *Consultant* arising out of and in the course of their employment in connection with the contract *Legal minimum* in respect of each claim, without limit to the number of claims *For the period required by law*

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to **£5,000,000**

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is 'to be confirmed'
Address for communications 'to be confirmed'

Address for electronic communications 'to be confirmed'

The *Adjudicator nominating body* 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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

19.1 The *Client* will from the *starting date* to the *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 9.

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 Z4 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 X9: Transfer of Rights

OPTION X11: Termination by the *Client*

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

£1,000,000

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

£5,000,000

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)3: The Contracts (Rights of Third Parties Act) 1999

term *beneficiary*

Not used Not used

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

Ove Arup & Partners Ltd

Address for communications



Address for electronic communications



The *fee percentage* is

Option E



The *key persons* are

Name (1)



Job

Responsibilities Contract management for the Consultant

Qualifications C Eng

Experience 8 years

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

Availability of resources to fulfil all roles is challenging, especially with regards the requirement for GIS technician roles to be located in area offices. There is a risk that these roles cannot be fulfilled for the entire contract period. This would reduce forecast cost accordingly.

3 Time

The programme identified in the Contract Data is

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

Signature 

Role 

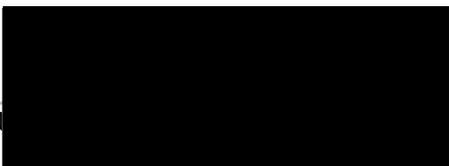
Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

Ove Arup & Partners Ltd

Signature 

Role 

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	East Midlands Area – Early Technical Support
Project SOP reference	N/A
Contract reference	project_28760
Date	29 th January 2020
Version number	2
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
	First issue	

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *services* are to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	9	29/08/2018

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the *services*

Details of the *services* are:

1 Overview

The Collaborative Delivery Framework contract has been set up to enable a collaborative approach to the development and delivery of capital projects to provide positive outcome measures.

Essential to this is the integration of Delivery Partners with Area teams, gaining an understanding of the potential projects, local issues and inter relations which will have an impact on project development and delivery.

1.1 Outputs and deliverables

Outcome Specification

Provide support in the development of flood mapping tools to meet local challenges, and assist in supporting the delivery of Environment Agency statutory obligations.

1.2 *Consultant* project management

Clear record keeping of attendance at each Area office and details of which projects that advice is being given to. Monthly reports summarising breakdown of time and costs associated with the provision of this support so that costs can be re-allocated by the Environment Agency to individual projects as they progress and become live within the programme.

2 In managing the services the *Consultant* shall:

Work in the spirit of the Collaborative Delivery Framework protocols.

3 Services required

The *Consultant* will attend East Midlands Area offices as required with area representatives and project managers to provide support and advice in the development and delivery of FCRM projects and activities, specific to :- the development of flood mapping for specific areas and assist with planning enquiries; enable project scopes to be identified and clarified to enable risks and opportunities to be considered; and provide GIS support to facilitate asset maintenance. Requirements as follows:

Partnership and Strategic Overview Team: 0.5x FTE hydraulic modeller who has a sound experience of hydrology and hydraulic analysis, GIS skills and producing 1D/2D domain hydraulic models in various formats for both public and private clients; and be experienced in reviewing hydraulic models submitted by third parties as part of flood risk assessments for development sites.

Partnership and Strategic Overview Team – 1 to 2 x FTE suitably qualified and experienced consultant to develop a programme of FRM projects; proficient in FCRM feasibility / optioneering studies, with a detailed understanding of hydraulic modelling, GIS and cost benefit analysis.

Asset Performance/Operations Team – 2 x FTE GIS Technician – carry out mapping of maintenance schedules and train new users in the same activity. ArcGIS and Excel skills are essential as is an ability to work with and train others. The technicians will be expected to locate with Area teams in their office full time, in the Trentside Nottingham Office and the Owston Ferry Office.

During the contract there may be a requirement for the *Consultant* to assist with additional hydraulic modelling or engineering review; geotechnical; CAD; GIS; environmental; planning or a similar discipline. The *Consultant* shall provide suitably qualified persons and rates as appropriate for these disciplines.

The *Consultant's* team will be expected to have good interpersonal skills, including influencing and persuading skills. It should be familiar with the *Client's* Area geography; procedures; systems and working arrangements and provide it's own IT equipment.

Visits to sites or to meet with representatives of other stakeholders including external partners will be at the request of Area representatives, confirmed by the *Service Manager*.

Records are to be kept of all time commitments and also a schedule of all of the projects that advice or contribution is requested for.

4 Requirements of the programme

4.1 Programme

The *Consultant's* programme is dictated by the needs of each project, however this is expected to start on the 8th February 2020 and to be required until the 31st March 2020. This date may be extended into the life of the framework dependant on the *Client's* future programme and funding commitments and subject to performance.

5 Services and other things provided by the *Client*

Access to Area offices, IT systems and equipment (if required).

5.1 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*.

5.2 Data custodianship

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

5.3 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.

5.4 Data security

All model and survey information will be provided to the *Consultant* in an encrypted format according to *Client* 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