



Framework: Collaborative Delivery Framework

Supplier:

**Company Number:** 

Geographical Area: Midlands

Project Name: WMD Bridge Inspections

**Project Number:** 

**Contract Type:** 

Option: Option C

**Contract Number:** 

Stage: OBC\_to\_FBC

Revision	Status		Originator		Reviewer		Date

**Professional Service Contract** 

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

**Project Name** 

WMD Bridge Inspections

**Project Number** 

ENV6006298R

This contract is made on 22 February 2023 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 WMD Bridge Inspection Specification V3 Final PSDv0.1

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

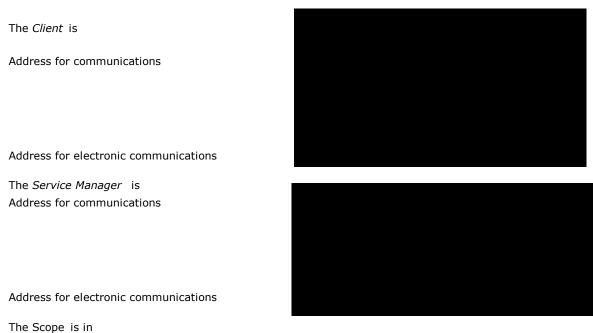
#### 1 General

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.

Option for resolving and Main W2 Option C Option 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 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 provision of bridge inspections for various bridges within the WMD Environment Agency area.



WMD Bridge Inspection Specification - V3 - Final PSDv0.1

App I - Inspection Schedule 2021-22
App II - General Inspection Report - Bridge
App III- Principal Inspection Report - Bridge
App IV - Bridge Inspection Pro Forma
App V - Risk Assessment Pro Forma
App VI - WMD Bridge List
App VII - Existing Drawings

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

12 years

following Completion or earlier termination

The following matters will be included in the Early Warning Register Access to Sites being delayed, not possible etc.
Inclement weather preventing surveys

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 key date

'none set'

'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

and expenses at intervals no longer than

3 Time

The starting date is

13 February 2023

4 weeks

The  ${\it Client}\,$  provides access to the following persons, places and things

access date

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

The *completion date* for the whole of the *service* is 30 April 2023

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  $\emph{currency of the contract}\,$  is the £ sterling

The assessment interval is Monthly

The  ${\it Client}\,$  set total of the Prices is

The  $\it expenses$  stated by the  $\it Client$  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 All UK Offices overhead are

The  ${\it Consultant's\ share\ percentages\ }$  and the  ${\it share\ ranges\ }$  are:

## 6 Compensation events

These are additional compensation events

- 'not used' 1.
- 'not used'
- 'not used'
- 'not used'
- 'not used'

#### 8 Liabilities and insurance

These are additional Client's liabilities

- 'not used'
- 'not used'
- 'not used'

The minimum amount of cover and the periods for which the Consultant maintains insurance are

**EVENT** MINIMUM AMOUNT OF PERIOD FOLLOWING COMPLETION OF THE COVER WHOLE OF THE SERVICE OR TERMINATION The Consultant's failure to in respect of 12 years after Completion use the skill and care each claim, without limit to normally used by the number of claims professionals providing services similar to the service 12 Months Loss of or damage to respect of property and liability for each claim, without limit to bodily injury to or death of the number of claims a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service Death of or bodily injury to Legal minimum in respect For the period required by law the employees of the of each claim, without limit Consultant arising out of to the number of claims and in the course of their employment in connection with the contract

matters arising under or in connection with the contract, other than the excluded matters is limited

The Consultant's total liability to the Client for all

## 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
- 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
- $\bullet \ \ \text{Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors}$
- 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

#### **Z4** Share on termination

Delete existing clause 93.3 and 93.4 and replace with:

93.3 In the event of termination in respect of a contract relating to services there is no Consultant's share'

#### **Z6** The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

#### **Z7** Consultant's share

After cl54.2 and before cl54.3, insert the following additional clause:

54.2A If, prior to the Completion Date, the Price for Service Provided to Date exceeds 112% of the total of the Prices, the amount in excess of 112% of the total of the Prices is retained from the Consultant.

#### **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 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 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

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

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

There are no Terms under There are no Beneficiaries under this this contract contract

#### 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

Option C

14.00%

The key persons are

Name (1) Job Responsibilities Qualifications Experience

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
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Access to sites is prevented or delayed

Inclement weather prevents work

3 Time

The programme identified in the Contract Data is

230113\_Bridge inspections programme\_R01.pdf

**5 Payment** 

The activity schedule is 230113\_Bridge inspections PAS\_R01.xlsx

#### Resolving and avoiding disputes

The Senior Representatives of the Consultant are



Address for electronic communications

Name (2) Address for communications

Address for electronic communications

**X10: Information Modelling** 

The  $\it information\ execution\ plan\ identified$  in the Contract Data is

## **Contract Execution**

**Client** execution

Signed as Underhand by [PRINT NAME]



Operations Manager - West Midlands

for and on behalf of the



# NEC4 professional services contract (PSC) Scope

## **Project / contract Information**

Project name	WMD Bridge Inspections
Project 1B1S reference	
Contract reference	
Date	31/01/23
Version number	03
Author	

## **Revision history**

Revision date	Summary of changes	Version number
31/01/2023	First issue	03

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
	Minimum Technical Requirements	12	Dec 2021

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Details of the services are:

## 1 Background

1.1 The condition survey (bridge inspection) programme forms part of the strategy that the *Client* is developing for its bridge asset management practices across all 14 Environment Agency (EA) regional areas. The bridges stock covers a wide range of transport network include major highway and railway network. The purpose of this project is to help bridge asset managers in area teams to determine the optimal short and long-term balance (or trade-offs) between maintenance interventions, cost, performance and risk. Fundamental to this is a sound knowledge of bridge assets, their current condition and how the condition, with and without maintenance, is likely to change over time. The purpose of the inspections:

To ensure that fundamental management information and practices are in place, aligned with recognised good practice and are sustained, for the bridges stock (under the ownership or maintenance liability of the *Client*) in order to ensure that the bridges are fit for purpose and safe to use and therefore to comply with the corporate bridge asset management strategy. The data obtained from the inspections will also allow our bridge mangers to make informative funding decisions.

- 1.2 The key objectives for undertaking bridge inspections:
  - i. To provide information that assists authorities / the *Client* (Catchment Engineer) to ensure that EA bridges are safe for use and fit for purpose.
  - ii. To develop procedures and tools that will improve and streamline management activities, thus enabling cost-effective use of condition data.
  - iii. To provide justification for investment in the on-going maintenance of the Bridges.
- 1.3 This inspection programme contributes towards achieving Objective 1 above.

## 2 Purpose of Bridge Inspections

2.1 The purpose of undertaking bridge inspections is to carry out an on-going regime of general and principal inspections in accordance with good practice. i.e. Well-Managed Highway Infrastructure: A Code of Practice (2016) and the Inspection Manual for Highway Structures (2007), Bridge Condition Indicators Volume 2, Guidance Note on Bridge Inspection Reporting (2002).

## 3 Scope of the Service

- 3.1 The bridge inspection programme involves carrying out general inspections (GI) on the bridges specified in Appendix VI. The Scope also includes preparation of inspection reports including entering inspection data into County Surveyors Society (CSS) proformas, in excel format. The report templates and proformas are included in Appendix II, III and IV.
- 3.2 The *Consultant* shall recommend what types of inspection is required for the list of assets that are to be surveyed. The *Consultant* shall also provide future inspection regimes for each surveyed bridge, including any requirements for principal inspections.
- 3.3 Any available information on the bridge, including past inspection reports, should be reviewed prior to undertaking the inspections. This review will help in identifying any existing defects which shall be compared during the inspection.
- 3.4 General and principal inspections shall be carried out in accordance with the following documents:
  - i. CS 450: Inspection of highway structures.
  - ii. Well-Managed Highway Infrastructure: A Code of Practice (2016)
  - iii. Inspection Manual for Highway Structures (2007)
- 3.5 The inspection shall also include any adjacent earthworks or waterways, damage or any other changes that could affect the stability of the structure. Riverbanks in the vicinity of the structure shall be examined for evidence of scour or for conditions, such as the deposition of debris, which could lead to scouring. The *Consultant* shall not enter the water, so riverbank inspection will be based on what is visible from a safe location.
- 3.6 Further to the proforma requirements, the *Consultant* shall provide an outline programme for each asset showing when future inspections (both principal and general) should take place.

## 4 Undertaking Inspections

## **Public Safety**

4.1 If an inspection identifies defects that are considered to have safety implications, either for the structure to function safely or which affects the safety of those using, inspecting or maintaining the structure and requires urgent attention, the *Consultant* shall immediately report it to the relevant Regional Catchment Engineer and confirm it in writing to the *Client* within 2 days.

#### Access

- 4.2 The *Consultant* shall be responsible for liaising with relevant parties to arrange any necessary access and traffic management to carry out the inspection work.
- 4.3 The *Consultant* shall be responsible for procurement of all access plant and equipment necessary to carry out the inspection, if such equipment is required
- 4.4 Where access plant (including confined space access, as appropriate) and traffic management are used to carry out the inspections, these shall be described in a Hazard/Risk Assessment form. Photographs and/or drawings showing a general view of such access plant and traffic management shall be included in the Hazard Assessment form (see Appendix V).
- 4.5 The *Consultant* shall notify the *Client* of any access constraints or health and safety issues that the *Consultant* is reasonably expected to be aware of and which may affect the delivery of the inspection programme in good time such that the impact can be mitigated.

## **Photographs**

- 4.6 The *Consultant* shall take colour photographs to record all defects or damage identified. For each defect, a wide-angle photograph to show the overall location of the structure, and a close-up photograph of the defect itself, shall be included. Where possible general photographs to show the elevations and spans to give an overview of the structure shall be included.
- 4.7 Electronic photographs shall be reviewed on the site, to ensure the photograph accurately identifies the defect. Photographs that are blurred or contain glare shall be retaken with appropriate lighting in place. Also, photographs that are incorrectly lit shall be retaken with appropriate lighting unless there is a reason this cannot be carried out, which shall be documented in the report and agreed with the Client. Photographs that are submitted and are not of an acceptable standard to the Client shall be re-taken by the Consultant at their expense.
- 4.8 Each element and/or defect shall be photographed. The location of each defect shall be described in the CSS inspection pro-forma and the photos shall be cross-referenced in the inspection report.
- 4.9 PDF and word versions of the GI or PI report shall be emailed to the *Client*.
- 4.10 The minimum image dimensions for uploaded photos shall be 2240x1680 pixels (equivalent to a 4-megapixel camera). The file size of a JPEG output compression shall not be less than 500KB. The maximum file size of uploaded photos file size shall be less than 10MB. Original quality files should also be made available at the request of the *Client*.

4.11 The photographs shall be date encoded. The photographs shall be labelled clearly to identify the defect, to ensure that the meaning of each photograph is clearly identified.

### **Health and Safety**

- 4.12 Inspections and associated works shall be carried out in compliance with all statutory requirements, approved codes of practice and guidance notes relevant to health and safety at work with regard to welfare of the operatives as well as the general safety of members of the public and properties.
- 4.13 The *Consultant* shall complete the Hazard/Risk Assessment form provided in Appendix V.
- 4.14 Regulation 4 of the Control of Asbestos Regulations 2006 (CAR 06) places a duty on those persons who have responsibility for maintenance or repair to ensure that a suitable and sufficient assessment is carried out as to whether Asbestos Containing Materials (ACMs) are likely to be present in their premises. If no information has been provided on ACM's by the *Client*, it should be presumed that materials do contain asbestos unless there is strong evidence that they do not. If, at any time, the presence of asbestos or any hazardous material is identified or suspected, the *Consultant* shall cease work immediately and advise the *Client*.

## 5 Recording Inspection Results

- 5.1 The elements identified in the CSS inspection proforma shall be inspected as a minimum requirement. This list of elements shall not be considered as an exhaustive list. Therefore, the inspector ('Inspector' being the *Consultant*) shall update the 'Element List' in the CSS Inspection proforma to include other elements that should be inspected. Also record and report in the form the condition of the updated list elements. The completed inspection proforma (see Appendix IV) shall be included at the back of the GI or PI report (See report template in Appendix II and III respectively).
- 5.2 In the CSS proformas under the 'Engineer's Comments' ('Engineer' being the *Consultant*) section, the inspector's comments shall be reviewed by an engineer other than the inspector.
- 5.3 Where the condition data of foundations and waterproofing are not visible, this shall always be recorded based on evidence of movements, seepage etc. Elements that are not visible during the inspection shall be reported and reasons for this provided. Examples would include a culvert's primary deck not being inspected because a general inspection is being undertaken, or vegetation covering the structure which requires clearing.
- 5.4 In the 'Element Conditions' section for the elements where data in relation to the fields for Material, Proximity to Spray, and Exposure are missing for any element, it shall be completed by the *Consultant*.
- 5.5 Where elements appear in the CSS proforma but are not present on the structure, this shall be reported to the *Client* and noted in the 'Inspector's Comments' section. Where elements are repeated in the forms, this shall be noted in the inspector's comments.
- 5.6 The current element condition data reported in the CSS Inspection Details form shall be compared with previous inspection data, where such data is available, and the *Consultant* shall comment on the variability of the data in the report.

#### **Remedial Works**

- 5.7 Advice on remedial works is required, including cost estimates, and shall be made on the CSS Inspection pro-forma provided, unless otherwise agreed with the *Client*.
- 5.8 If material testing and/or investigation are considered to be necessary, the 'Engineer's comments' section of the CSS Inspection proforma shall be used and shall include recommendations for any further actions. These recommendations shall state the reason for and type of material testing and/or investigation, the location of the structure where they are needed, estimated costs and when they should be carried out. Proposals for such material testing and investigation and/or monitoring where deemed necessary shall be submitted to the *Client*. For the recommended monitoring regime reasons shall be given over other options. As the proposal will be additional work, such additional work shall not be carried out without the *Client*'s prior instruction.
- 5.9 If monitoring of a defect is considered necessary, recommendations shall be included in the CSS Inspection Details form for the type and frequency of monitoring.
- 5.10 If a significant defect is identified, but the cause, extent and the nature of the remedial works are uncertain, then the inspector shall make recommendations for a future special inspection to be undertaken, briefly describing the objectives and including a budget estimate for carrying out the inspection.

- 5.11 For bridges with restricted headroom, comments in the CSS inspection details form on the following shall be included:
  - iv. Evidence of any possible change in surfacing having occurred which has not been previously recorded/ measured.
  - Evidence of any impact on the bridge. The Consultant shall formally notify the highway authority of any such damage and make reference to it in the inspection report.
  - vi. Comments on the completeness and effectiveness of the signing/hazard marking.

#### **Structure Dimensions**

5.12 Basic dimensions (such as deck span and width) shall be gathered/confirmed during general inspections

### **Structure Summary**

- 5.13 The structure description provided in the inspection schedule shall be reviewed, and any recommended revisions shall be reported in the "Inspector's Comments" section in the CSS inspection proforma.
- 5.14 Prior to carrying out the site inspections, the *Consultant* shall review the previous inspection reports (if available).
- 5.15 The Consultant shall ensure the final Bridge Condition Index (BCI) scores represents the critical defect of the structure or sum of the defects if more critical. The Consultant shall communicate to the Client where he believes BCI calculations do not highlight elements with significant defects.

## 6 Submission of Inspection Results

- 6.1 The general inspection report shall follow the sample general inspection report Microsoft Word format given in Appendix II.
- 6.2 The principal inspection report shall follow the sample general inspection report Microsoft word format given in Appendix III.
- 6.3 CSS bridge inspection proforma shall be completed in Microsoft excel. The bridge inspection proforma template is included in Appendix IV.
- 6.4 After the *Consultant* has submitted the inspection reports and inspection proformas the *Client* will advise by e-mail whether the inspection reports are acceptable or requires any further improvements.
- 6.5 The *Consultant* shall provide final reports in PDF format containing a combined report that includes the inspection report and CSS proformas with signatures.

## 7 Attendance at Meetings

7.1 The Consultant's project manager shall attend or be represented by a person approved by the Client at meetings. The Consultant shall attend an inaugural contract meeting and monthly meetings thereafter, to review progress and financial matters during the contract period. The Consultant shall advise and assist the Client when requested on all matters relating to the project which lie within the Scope of service.

## 8 Programme

- 8.1 Prior to carrying out the inspection work, the *Consultant* shall submit to the *Client* for his approval a programme of works, covering the following activities:
  - i. Inspections
  - ii. Submit CSS inspection proforma and draft reports
  - iii. Revisions
  - iv. Final sign-off by Client
- 8.2 The CSS inspection proformas shall be submitted no later than two weeks after carrying out the inspection, unless otherwise agreed with the *Client*. The *Consultant* shall allow in their programme a period of one week for the *Client* to review and comment on the inspection details, and a further one week for the *Client* to review and approve any resubmission. The *Consultant* will not allow for additional reviews by the *Client*.
- 8.3 If the *Client* has any queries on the reports then they shall liaise with the *Consultant* to resolve the queries. Following the discussions if the rejection of a report is justified then the *Consultant* will be asked to make the necessary revision and re-submit for the *Client* to review. In the event the *Client* does not respond within one week, it will be deemed that the *Consultant* has completed the inspection work.

9	Constraints on how the <i>Consultant</i> Provides the Service
9.1	All services must be invoiced by 31 March 2023.

**Appendix I Inspection schedule** 

Appendix II Inspection report template for GI

Appendix III Inspection report template for PI

Appendix IV CSS Bridge Inspection Form

**Appendix V Risk Assessment Form** 

**Appendix VI WMD Bridge List** 

**Appendix VII Existing Drawings**