

Framework:	Collaborative Delivery Framework
Supplier:	[Redacted]
Company Number:	[Redacted]
Geographical Area:	Midlands
Project Name:	Lock Reversal Mitigation Scoping & Stakeholder Engagemen
Project Number:	SP26-10C [Redacted]
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	[Redacted]
Stage:	Pre_SOC

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Lock Reversal Mitigation Scoping & Stakeholder Engagement

Project Number SP26-10C (ENV6005422R)

This contract is made on 06 December 2022
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
412_13_SD02 PSC Scope Lock Reversal Mitigation V7

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 consultant will lead on stakeholder engagement and identification of a preferred option

The *Client* is

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The *Scope* is in
412_13_SD02 PSC Scope Lock Reversal Mitigation V7

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 *key date*

'none set' '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 4 weeks

3 Time

The *starting date* is 05 December 2022

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 28 April 2023

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 2 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 forecast of the Prices is

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. '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 <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the <i>Service</i>	£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 <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the period required by law</i>
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	£5,000,000	

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is
Address for communications

'to be confirmed'
'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 resulting 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.

Delete existing clauses 54 and 93.4 and replace with:

54.7 The Project Manager assess the Contractor's share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Work Done to Date. The difference is divided into increments falling within each of the share ranges. The limits of a share range are the Aggregated Price for Work Done to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The Contractor's share equals the sum of the products of the increment within each share range and the corresponding Contractor's share percentage.

54.8 If the Aggregated Price for Work Done to Date is less than the Aggregated Total of the Prices, the Contractor is paid its share of the saving. If the Aggregated Price for Work Done to Date is greater than the Aggregated Total of the Prices, the Contractor pays its share of the excess.

54.9 If, prior to the Completion Date, the Aggregated Price for Work Done to Date exceeds 110% of the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Total of the Prices is retained from the Contractor.

54.10 The Project Manager makes a preliminary assessment of the Contractor's share at Completion of the Whole of the works using forecasts of the final Aggregated Price for Work Done to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the works.

54.11 The Project Manager makes a final assessment of the Contractor's share, using the final Aggregated Price for Work Done to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.4 If there is a termination, the Project Manager assesses the Contractor's share after certifying termination. The assessment uses as the Aggregated Price for Work Done to Date the sum of

- the total of
 - o the Defined Cost which the Contractor has paid and
 - o which it is committed to pay for work done before termination

- and
- the total of
 - o the Defined Cost which the Contractor has paid and
 - o which it is committed to pay

In the partner contract before the date the termination certificate is issued under this contract.

The assessment uses as the Aggregated Total of the Prices the sum of

- the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

- and
- the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

in the partner contract before the date the termination certificate is issued under this contract.

Add:

11.2(37) The Aggregated Total of the Prices is sum of

- the total of the Prices and
- the total of the Prices in the partner contract

11.2(38) The Aggregated Price for Work Done to Date is the sum of

- the Price for Work Done to Date and/
- the Price for Service Provided to Date in the partner contract.

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 £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)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

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

[REDACTED]

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

The *fee percentage* is

Option E

10.00%

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Name (2)
Job
Responsibilities
Qualifications
Experience

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Name (3)
Job
Responsibilities
Qualifications
Experience

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Name (4)
Job
Responsibilities
Qualifications
Experience

[REDACTED]

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

Agreed precontract costs relating to costs not included in the current

Further precontract costs relating to meetings (stakeholder engagement)

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

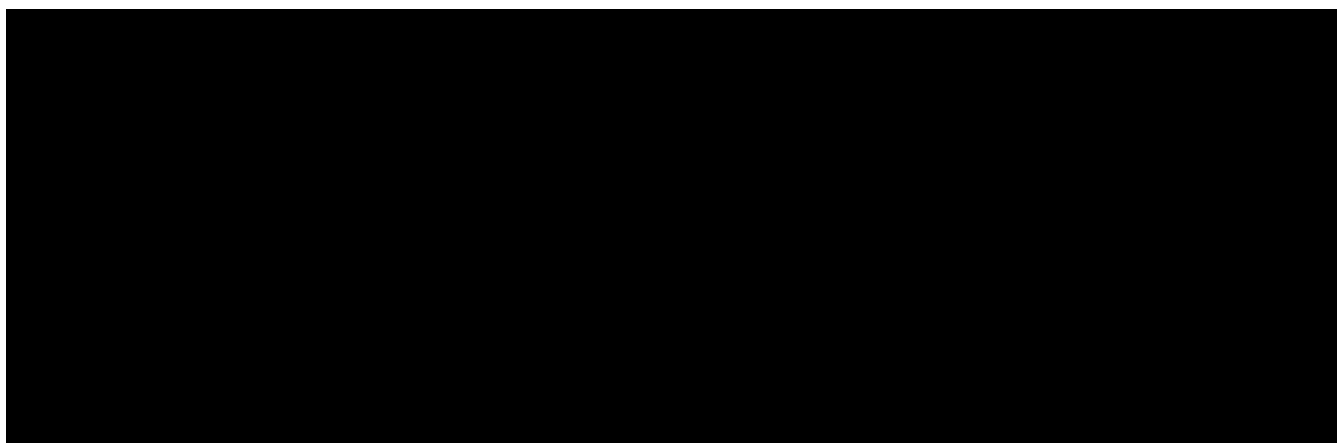
Address for electronic communications

X10: Information Modelling

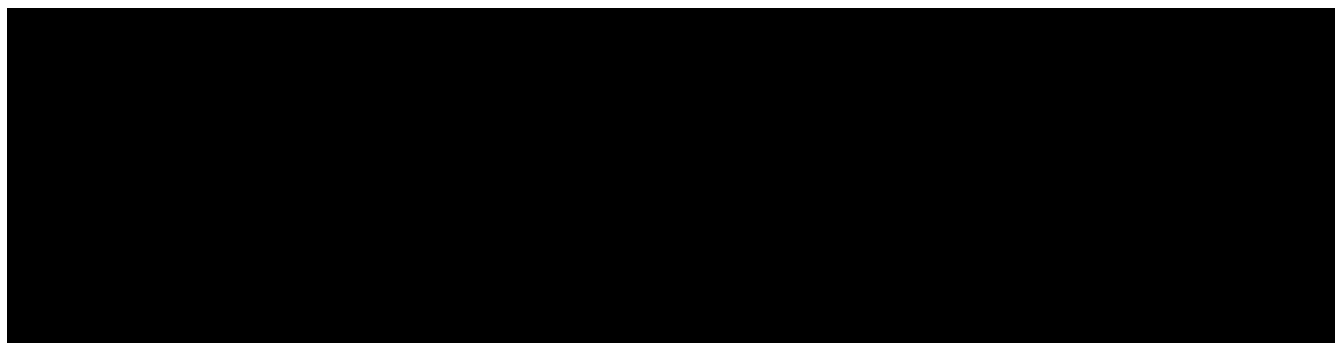
The *information execution plan* identified in the Contract Data is

Contract Execution

Client execution



Signed Underhand by [**PRINT NAME**]



PSC Scope template

17/01/2019

NEC4 professional services contract (PSC)

412_13_SD02

NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Lock Reversal Mitigation
Project SOP reference	SP26-10C (ENV6005422R)
Contract reference	
Date	18 November 2022
Version number	V7
Author	Catt Mills, Rebecca Revill and John Routledge

Revision history

Revision date	Summary of changes	Version number
08/22	First issue	1
08/22	Updated following commercial review	2
09/22	Updated following supplier review	3
10/22	Updated following supplier discussions	4
10/22	Defra Group Commercial review	5
11/22	Updated follow supplier discussions	6
11/22	Final	7

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
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412_13_SD01	Minimum Requirements	Technical	12	Dec 2021
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Details of the Scope

Details of the Scope are as follows.

1. Description of the work:

1.1. Objective

In times of frequent flooding, water levels along the River Nene are managed by reversing the locks, a water level management practice whereby the navigation lock doors are set fully open, and water is discharged via the downstream guillotine gates. This process helps to maximise the river channel capacity until water spills out of the channel. The operation of the locks in this way helps to reduce the frequency of flooding of low-lying properties and land adjacent to the lock sites. An options appraisal report has been undertaken to assess the flood risk impacts of stopping lock reversals during high flows along the River Nene.

The *Client* is responsible for safe navigation along the River Nene.

The main driver behind the ceasing of lock reversal is that the *Client* is concerned about the health and safety of river users who may either be drawn into the locks by strong flows, or they may attempt to use the locks against the *Client's* advice, as well as the health and safety of the operatives undertaking the reversal operation. In addition, the *Client's* operational team are required to divert resources during floods to manually operate the gates during high flows.

Reversal of locks is to be ceased in order to greatly reduce or remove risk of accidents in and around locks during high flows through:

- Provision of adequate and sustainable flood flow mitigation through re-routing flood flows and in doing so enable Making Space for Water criterion and wider environmental benefits with partners and business involvement
- Effective and positive engagement about the changes with the communities that benefit from reversal so that mitigation options are adopted because we can demonstrate their flood risk is managed responsibly.

1.2. Outcome Specification

- a) Develop and implement a stakeholder engagement plan
- b) Use existing reports and proposed options to conduct stakeholder engagement and consultation for the following sites:
 - Doddington
 - Wadenhoe
 - Titchmarsh
 - Elton
 - Yarwell
 - Cotterstock
- c) Following consultation, the *Consultant* shall identify a preferred option from the existing list provided by JBA Consulting in January 2022, and two alternative options for each location.

1.3 Outcomes required

The *Consultant* is to undertake the following:

- a) Develop a stakeholder engagement plan and agree engagement approach with the *Client*.
- b) Identify stakeholders for each site.
- c) Undertake public consultations on options identified in section 1.2(b). A maximum of three formal public consultation meetings in selected town halls is anticipated to be sufficient to cover the river extents identified within the various locations. However, the *Consultant* may increase the number of public consultation meetings required to ensure sufficient public information on the options proposed. The decision to increase the number of public consultation meetings shall be agreed with the *Client* in advance of the meetings.
- d) Additional public consultations shall be treated as a compensation event.
- e) Support the *Client* in their presentation of options by producing any required visual aids including drawings, presentations, posters and information boards.
- f) Attendance at a stakeholder planning workshop where the Stakeholder Engagement Risk Assessment (SERA) tool is to be completed.
- g) Following consultation, identify a preferred option and two alternatives for each location.

2.1 Progress Meetings

The *Consultant* shall attend weekly catch ups with the *Client* to maintain regular communications.

The *Consultant* shall attend monthly progress meetings with the *Client* and key stakeholders.

2.2. Programme

The *Consultant* shall issue a Microsoft Project programme on a monthly basis with a narrative, explaining the assumptions underlying the updated programme, any changes to key resources, sequencing restraints, critical path, risks, exclusions, exceptions, and execution strategy.

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

- a) The *Consultant* shall ensure that appropriate use is made of existing data to avoid duplicating work already undertaken.
- b) Working hours for the *Consultant* providing the service shall be in accordance with this framework.
- c) Site visits shall only be undertaken during weekdays.
- d) Site teams shall comprise at least two people. Lone working is not permitted.

- e) Some sites may have restricted access and require advance notice for visits. In such cases the *Client* will contact the landowner and where necessary issue Notice of Intended Entries, and the *Consultant* shall arrange access to sites with the help of the *Client*.
- f) Prior to attending site visits, the *Consultant* shall contact the *Client* and relevant *Client* teams to get site specific information including but not limited to water levels, asset conditions, access issues and hostile sites register.
- g) The *Consultant* may use any safe means to undertake site visits to locations or sites which are difficult to access, such as obscured parts of the structure and/or confined spaces, to eliminate any potential safety hazard. Risk Assessments and Method Statements (RAMS) should be produced and accepted by the *Consultant's* safety officer prior to starting on site. The *Consultant's* RAMS shall be issued to the principal designer for review and acceptance a minimum of two weeks before the inspection.
- h) The *Consultant* shall consider all necessary welfare arrangements and record these in the RAMS.
- i) Any equipment used to carry out site assessments must be suitable for its intended use. The report must clearly identify the method and instrument used to inspect each element and detail the relevant safety hazards eliminated for each element.
- j) Prior to undertaking an assessment, the *Consultant* must review all of the available records for each structure to familiarise themselves with the characteristics of the structure. In addition, they shall be aware of:
 - Any potential hazards
 - The condition at the time of the last inspection
 - Any worsening defects over time
 - Any significant maintenance/modifications since the last inspection

4 Exclusions

None.

5. Specifications or standards to be used

Supply of Machinery (Safety) Regulation

6. Specific Project Requirements

Not used.

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

At the commencement of contract, the *Client* will supply the following information via either email or Asite:

- a) Location plans
- b) The previous reports for the Lock Reversal Mitigation Modelling
- c) A schedule of names and contact numbers for the *Client's* asset managers responsible for each of the assets
- d) A list of the landowners and stakeholders – where known
- e) Condition assessment reports for each asset – where available
- f) Any other relevant reports or operational manuals for MEICA assets referenced in the previous reports – where available
- g) Information on the history of water level management of the River Nene, evidence of pre and post lock reversal flooding situation (aerial photographs, videos, etc.)

Appendix A Existing Information

Title	Format	Available from
Cotterstock Lock Reversal Main Report	PDF	<i>Email</i> <i>Asite – ARPoW Lincs & Northants – 3159.02 Yarwell Lock Mitigation Works</i>
Cotterstock Technical Note	PDF	<i>Email</i> <i>Asite – ARPoW Lincs & Northants – 3159.02 Yarwell Lock Mitigation Works</i>
Doddington Lock Reversal Main Report	PDF	<i>Email</i> <i>Asite – ARPoW Lincs & Northants – 3159.02 Yarwell Lock Mitigation Works</i>
Doddington Technical Note	PDF	<i>Email</i> <i>Asite – ARPoW Lincs & Northants – 3159.02 Yarwell Lock Mitigation Works</i>
Elton Lock Reversal Main Report	PDF	<i>Email</i> <i>Asite – ARPoW Lincs & Northants – 3159.02 Yarwell Lock Mitigation Works</i>
Elton Technical Note	PDF	<i>Email</i> <i>Asite – ARPoW Lincs & Northants – 3159.02 Yarwell Lock Mitigation Works</i>
Titchmarsh Lock Reversal Main Report	PDF	<i>Email</i> <i>Asite – ARPoW Lincs & Northants – 3159.02 Yarwell Lock Mitigation Works</i>
Titchmarsh Technical Note	PDF	<i>Email</i> <i>Asite – ARPoW Lincs & Northants – 3159.02 Yarwell Lock Mitigation Works</i>
Wadenhoe Lock Reversal Main Report	PDF	<i>Email</i> <i>Asite – ARPoW Lincs & Northants – 3159.02 Yarwell Lock Mitigation Works</i>
Wadenhoe Technical Note	PDF	<i>Email</i> <i>Asite – ARPoW Lincs & Northants – 3159.02 Yarwell Lock Mitigation Works</i>
Yarwell Lock Reversal Main Report	PDF	<i>Email</i> <i>Asite – ARPoW Lincs & Northants – 3159.02 Yarwell Lock Mitigation Works</i>
Yarwell Technical Note	PDF	<i>Email</i>

		<i>Asite – ARPoW Lincs & Northants – 3159.02 Yarwell Lock Mitigation Works</i>
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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*.

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

