



<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	<b>Jackson Civil Engineering Group Ltd</b>
<b>Company Number:</b>	<b>06778819</b>
<b>Geographical Area:</b>	<b>Midlands</b>
<b>Project Name:</b>	<b>ALN Waterways and Navigation ESE</b>
<b>Project Number:</b>	<b>ENV0002759C</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option E</b>
<b>Contract Number:</b>	<b>32968</b>

Revision	Status		Originator		Reviewer		Date

**PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA****Project Name** ALN Waterways and Navigation ESE**Project Number** ENV0002759CThis contract is made on 13 May 2021  
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  
EA- ALN Waterways and Navigation ESE 2021v3 dated 20th April 2021

**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
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## Secondary Options

X2: Changes in the law

X7: Delay damages

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 shall work with the Client to deliver Early Supplier Engagement (ESE) input to aid the completion of the 2021/22 programme of work.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  
EA- ALN Waterways and Navigation ESE 2021v3 dated 20th April 2021The *partner contract* is  
NaThe *language of the contract* is EnglishThe *law of the contract* is  
the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is 2 weeks

The *period for retention* is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

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

## 2 The *Consultant's* main responsibilities

The *key dates* and *conditions* to be met are  
*conditions* to be met  
 'none set' *key date*  
 'none set' '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 13 May 2021

The *Client* provides access to the following persons, places and things  
 access *access date*  
 13 May 2021

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

The *completion date* for the whole of the *service* is 31 July 2021

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 4 weeks

## 4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is 4 weeks

The period between Completion of the whole of the *service* and the *defects date* is 26 weeks

## 5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

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

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

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices

## 6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st April 2021 and 30th June 2021
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
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The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service	<b>£5,000,000</b> 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 Service	<b>£15,000,000</b> 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	<b>£5,000,000</b>	

## 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	<a href="#">'to be confirmed'</a>
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

## Z Clauses

### Z1 Disputes

Delete existing clause W2.1

### Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replaced by:

The *service* is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

### **Z3 Disallowed Costs**

Add the following in second bullet of 11.2 (18) add:  
(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of ' :

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans
- Reorganisation of the *Consultant's* project team
- Additional costs or delays incurred due to *Consultant's* failure to comply with published and known guidance or document formats
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors
- Production or preparation of self-promotional material
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service Manager*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant* performance
- Costs associated with rectifications that are due to *Consultant* error or omission
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant's* involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a 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.

### **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 X7: Delay damages

**X7 only** Delay damages for Completion of the whole of the *service* are nil per day

### OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2 weeks

### OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000.00

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000.00

The *end of liability* date is 6 years after the Completion of the whole of the *service*

### OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of 3 months

### Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which payment becomes due

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

term *beneficiary*

Part Two - Data provided by the *Consultant*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Consultant* is  
Name

Address for communications

Address for electronic communications

The *fee percentage* is

The *key persons* are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

Name (5)  
Job  
Responsibilities  
Qualifications  
Experience

Name (6)  
Job  
Responsibilities  
Qualifications  
Experience

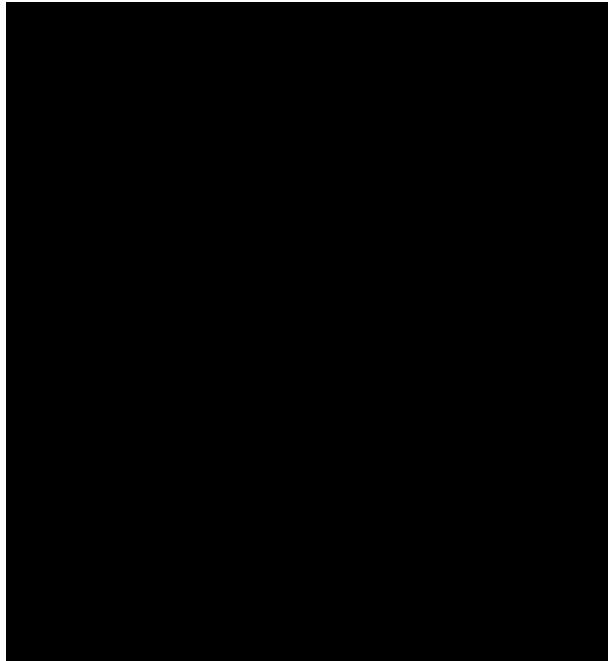
Name (7)  
Job  
Responsibilities  
Qualifications  
Experience

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

### 3 Time

The programme identified in the Contract Data is

### Resolving and avoiding disputes



### X10: Information Modelling

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



## Contract Execution

### *Client* execution

Signed under hand by

for and on behalf of the Environment Agency

A large black rectangular redaction box covering the signature area.

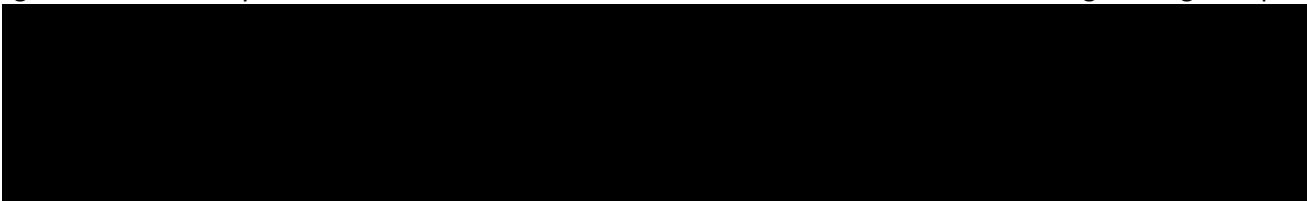
### *Consultant* execution

### *Consultant* execution

Signed under hand by

for and on behalf of

Jackson Civil Engineering Group Ltd

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# Environment Agency

## NEC4 professional services contract (PSC)

### Scope

#### Project / contract information

Project name	Navigation ALN Early Supplier Engagement 2021/22
Project SOP reference	ENV0002759C
Contract reference	32968
Date	20/04/2021
Version number	3
Author	

#### Revision history

Revision date	Summary of changes	Version number
07/04/2021	First Issue	01
20/04/2021	Updates	02
27/04/2021	Update scope requirement	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 Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	V2	18-03-2020

# 1 Overview

The contract objective is to produce and assemble the required information for the ALN Waterways Navigation 2021/22 programme of work and future programmed work.

This will include site visits, specialist supplier liaison, Contractor liaison, planning and programming advice, and assistance in identifying project and Contract risks for the works. This commission shall culminate in production of scope for the ALN Waterways Navigation 2021/22 programme having benefited from ESE input to aid the Environment Agency Central Estimating Team (CET) to provide a robust estimate.

## 1.1 Outputs and deliverables

The *Consultant* shall work with the *Client* to deliver Early Supplier Engagement (ESE) input to aid the completion of the 2021/22 programme of work.

The *Consultant* shall review all relevant Scope information, familiarise themselves with the Sites and any constraints. Input to individual projects, supporting EA technical lead, in providing a Information Delivery Plan, Pre-construction information (PCI) and Complete construction check list. Provide advice to “Buildability” of Design Options with final recommendations.

The *Consultant* shall update the programme and work with the *Client* to develop new ways of delivering the maintenance programme.

This contract will be the pre-cursor to the main NEC4 ECC Option C Build Contract of the scheme.

The *Consultant* shall provide advice and guidance on Safety, Health, Environment and Welfare information to the *Client* and design Consultant throughout the duration of the design process.

## 1.2 *Consultant* project management

*The Consultant* shall:

- Provide the following team structure:
  - ESE lead;
  - Detail of clear lines of authority, communication and escalation processes.
- Attend and input to ad-hoc meetings;
- Shall acknowledge that Project Board meetings will take place as required and organised by the *Client*. The *Consultant* shall provide a project progress update at Project Board meetings as required.
- Produce all required *Client* periodic (monthly /quarterly) project reporting in line with timescales in table 1. This is to include finances, progress, updated programme (with actual and forecast progress);
- Provide input to update the risks, assumptions, issues & dependencies register during monthly progress meetings and determine the appropriate action required to resolve.
- Provide input to the project risk management process including attending risk workshops as required.

Table of timescales for outputs:

Required notice or response period	Activity / Output
1 <sup>st</sup> Friday or nearest working day of the month	Expenditure forecast (Contract commencement to 31Jul21)
1 <sup>st</sup> Friday or nearest working day of the month	Programme (Contract commencement to 31Jul21)

## 2 In managing the *services*, the *Consultant* shall consider:

### 2.1 ALN Waterways and Navigation 2021/22 Programme of work (Not limited to)

Asset Name	Project Name*
Alwalton Lock Downstream Channel	Alwalton Lock DS Channel Appraisal
Bedford Lock	Bedford Lock Works 22
Bottisham Lock Downstream Landing Stage	Bottisham Lock Landing stage refurbishment
Bottisham Lock Upstream Landing Stage	Bottisham Lock Landing stage refurbishment
Brampton Lock	Brampton Lock Works 22
Brownshill Lock	Brownshill Lock Works 20
Cardington Lock	Cardington Lock Work 20
Denver East Leased Moorings	Denver East Mooring Works 21
Denver Lock	Denver Lock Works 22
Eaton Socon Lock	Eaton Socon Lock Works 21
Eaton Socon Lock Bridge	Eaton Socon Lock Works 21
Godmanchester Lock	Godmanchester Lock Works 17
Godmanchester Lock Upstream Canoe Portage	Godmanchester Lock Works 21
Godmanchester Lock Downstream Canoe Portage	Godmanchester Lock Works 21
Gt Ouse 48hr Mooring Strategy (hockwold)	Gt Ouse 48hr Mooring Strategy (hockwold)
Multiple Sites	Anglian Guillotine Gate Control Panel Standard
Hermitage Lock	Hermitage Lock Works 20
Irthlingborough 48hr Mooring	Irthlingborough mooring refurbishment works
Lower Barnwell Lock	Lower Barnwell Lock Works 20
Lower Barnwell Upstream Landing Stage	Lower Barnwell Lock Works 21
Lower Ringstead Lock	Lower Ringstead Lock Works 21
Multiple sites	Gt Ouse Channel Reinstatement Works 21
Multiple sites	Nene Channel Reinstatement Works 21
Northampton Lock	Northampton Lock Works 20
Offord Lock Footbridge	Offord Lock Works 21
Orton Lock	Orton Lock Works 22
Perio Lock	Perio Lock Works 22
Perio Lock Upstream Canoe Portage	Canoe Portage Replacement
Rush Mill Lock	Rush Mills Lock Works 20
South Ferriby Lock	South Ferriby Lock Automation Phase 2
Titchmarsh Lock	Titchmarsh Lock Work
Warmington Lock	Warmington Lock Works 22
Warmington Lock	Warmington Lock Works 22
Whiston Lock	Whiston Lock Works 21
Weirs & Sluices	Inspections
Footbridge Design	Footbridge Design
R Ancholme	De Siltation Appraisal
Multiple sites	Lock wall investigations
R Nene	Safety Moorings
Titchmarsh Lock	Alternative Power
Upware	Landing Stage Approach Fenders
St Neots	DS Landing Stage
Lower Barnwell	Floating Landing Stage
Upper Barnwell	Fixed Landing Satge
Perio	Floating Landing Stage
Warmington Lock	Floating Landing Stage
Upper Wellingborough	Floating Landing Stage
Multiple Sites	Guillotine Gate Skin Plate Damage Appraisal

## 3 Services required

### 3.1 Buildability and SHEW

The *Consultant* shall:

- Ensure that the following documents are comprehensive and provide the best information available at this stage, inputting as required, to include suitable assurance for each of the following documents where applicable:
  - Scope review and input of individual projects, supporting EA technical lead
  - Information Delivery Plan – lead appropriate section
  - Pre-construction information (PCI)
  - Complete construction check list.
- Ensure any proposed project solutions shall have appropriately considered the impact on known and unknown services. The *Consultant* shall provide input to and ensure feasibility to Site Investigation scoping including proposals for service location identification to PAS 128, UXO surveys or Asbestos demolition / refurbishment surveys as required where required.
- Champion Safety, Health, Environment and Wellbeing, wider sustainability matters and challenge assumptions where applicable.

### 3.2 Affordability and risk management

The *Consultant* shall:

- Identify and provide mitigation for opportunities and risks, the measures required to mitigate, quantification and the allocation of residual risk to the party best placed to manage the residual impacts as part of the integrated project risk register.
- Support in the identification of project efficiencies through active contribution to the Efficiency Target and the Efficiency Register.

### 3.3 Programme

The *Consultant* shall:

- Develop, maintain and report monthly upon ESE activities.
- Provide a monthly forecast and expenditure profile for ESE activities.

### 3.4 Contract documentation

The *Consultant* shall:

- Review the adequacy and clarity of all documents required for any contracts covering either construction or intrusive investigation works.

### 3.5 Site and service investigation

The *Consultant* shall:

- Review the relevant information provided and procure, supervise all site and services investigation deemed necessary. Any GI or other intrusive activities required will be subject to a separate ECC contract.

### **3.6 Construction scope of works**

The *Consultant* shall:

- Review and help develop scopes that the EA team have for this year's programme
- Review draft Site Information. If gaps are identified, assessment made as to whether there is value in closing the gaps;
- Provide advice to "Buildability" of Design Options and final recommendations.
- Help with development of PCI and identify any missing items.
- Complete construction checklist.
- Assist Consultant where input is required on surveys and findings from surveys

## 4 Requirements of the programme

### 4.1 Programme

- The *Consultant* shall provide a project plan in Microsoft project format version that is compatible with the *Client's* software;
- Include appropriate project scope review and consultation periods for draft scopes and other relevant outputs;
- The following consultation periods should be incorporated into the programme, with adequate allowance for review and revision of documents by the project team where appropriate:
  - *Client* approvals as required working in watercourse approvals and all other approvals required to complete the works;
  - Submission for acceptance and time allowance for the *Client's* acceptance process.

### 4.2 Completion

The following are absolute requirement for completion to be certified:

- All scopes to have been reviewed for this year's programme
- PCI missing items listed identified to make complete
- Complete construction check list
- Evidence of input into "Buildability" of Design Consultant's Options and final recommendations.
- Evidence of potential efficiencies for the programme.



## **5 Services and other things provided by the *Client***

### **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 contract remains the Intellectual Property of the *Client*.

### **5.2 Data custodianship**

- The data custodian for project deliverables from this commission will be ASITE WWAN000XXX-AREA-ANGLIAN WW or its successor.

### **5.3 Data security**

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

### **5.4 *Client's* Advisors**

- The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Client* (Service Manager). These departments include Area, NEAS, etc.

### **5.5 *Client* Documents the *Consultant* contributes to;**

- The *Client* maintains several project documents, the *Consultant* is required to contribute to these *Client* owned documents;
  - Project Risk Register
  - Project Efficiency register

