



██████████

Project Number:

Option E

114

Study_or_Service_NOT_Design

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

Project Name BiS Project Manager, Level 2 - [REDACTED]

Project Number

This contract is made on 16 January 2023
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference

Part One - Data provided by the *Client*

**Statements given in
all Contracts**

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main Option	Option E	Option for resolving and avoiding disputes	W2
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Secondary Options

X2: Changes in the law
X9: Transfer of rights
X10: Information modelling
X11: Termination by the *Client*
X18: Limitation of liability
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
Z: *Additional conditions of contract*

The *service is* Bought in Service (BiS) Project Manager, Level 2 resource to support the Asset Portfolio Commissioning (APC) Team

The *Client is* Environment Agency

Address for communications Horizon House
Deanery Way
Bristol
BS1 5AH

Address for electronic communications [REDACTED]

The *Service Manager is* [REDACTED]

Address for communications [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]

The *Scope is in* CS317 BiS Project Manager's North West 1 x PM1 & 5x PM2 SCOPE DOCUMENT.docx - uploaded onto Atamis

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
condition 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

3 Time

The *starting date* is

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

All people, places & systems

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

The *completion date* for the whole of the *service* is

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

4 Quality management

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

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *expenses* stated by the *Client* are as stated in Schedule 6.

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

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

The *exchange rates* are those published in
on

6 Compensation events

These are additional compensation events

1. '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	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>	██████████ in respect of each claim, without limit to the number of claims	██████████

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>	Which ever is the greater of ██████████ or the amount required by law in respect of each claim, without limit to the number of claims
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Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of ██████████ or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
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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 ██████████

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	<u>'to be confirmed'</u>
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

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

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

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

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager* .

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z9 Conflict of Interest

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X10: Information modelling

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

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 after the Completion of the whole of the *service*

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

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

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term	<i>beneficiary</i>
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 and company number

[Redacted]

Address for communications

[Redacted]
[Redacted]t
[Redacted]
[Redacted]

Address for electronic communications

[Redacted]

The *fee percentage* is

Option E

[Redacted]

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

[Redacted]

The *key persons* are

Name (2)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (3)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (4)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (5)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (6)
Job
Responsibilities
Qualifications

Experience

The *key persons* are

Name (7)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

Managing and mitigating the impact of Covid 19 and working in accordance with the

3 Time

The programme identified in the Contract Data is

5 Payment

The *activity schedule* is

The forecast of the Prices is

[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

[REDACTED]

Address for communications

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Address for electronic communications

[REDACTED]

X10: Information Modelling

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

Environment Agency

NEC4 Professional Services Contract (PSC)

Scope

Project / contract Information

Project name	BiS Project Manager's North West 1 x PM1 & 5x PM2
Project SOP Reference	VARIOUS CAPITAL PROJECTS
Contract reference	C5317
Date	30th November 2022
Version number	6
Author	

Revision history

Revision date	Summary of changes	Version number
24/10/22	First issue	1
25/10/22	Updated to suit need following team discussion	2
25/10/22	Updated following comments from	3
01/11/22	Updated to be more role specific	4
09/11/22	Updated to confirm end date after meeting with DGC	5
30/11/22	Updated to include PM1 opportunity	6

Details of the services

Details of the services are:

1. Description of the work:

1.1 Objective

Major Projects & Programme Delivery (MPPD) are building a new team, Asset Portfolio Commissioning (APC). The team sits within National Project & Contract Management (PCM). APC will undertake projects across all EA areas (all of England). Our programme is due to grow significantly with funding secured across a greater number of projects. These 5 Project Managers (PM2s) will support our existing programme whilst further recruitment is undertaken to expand this dynamic new team and possibly beyond. In addition to the 5 new vacancies we have a requirement for a Senior Project Manager to specifically work on the Kendal scheme.

1.1.1

Two Project Manager (PM2s) are required to work on a complex project of “Reservoir Measures in the Interests of Safety” across all areas. Good commercial knowledge (NEC4) and Contract management skills and a good understanding of Reservoir Safety are essential. Completion of the EA Reservoirs Act Operations T333/T335 Training is preferred.

1.1.2

A Project Manager (PM2) is required to lead on a complex project of cableway and Eel Pass inspections and maintenance across all areas (part of a wider goal to achieve excellence in health and safety). Good commercial knowledge (NEC4) and Contract management skills are essential as is a good knowledge of the EA SHEW Regulations.

1.1.3

A Project Manager (PM2) is required to lead on a package of Bridge Inspections. Good commercial knowledge (FOF, NEC4 (PSC and ECC)) and Contract management skills are essential as is a good knowledge of the EA SHEW Regulations.

1.1.4

A Project Manager (PM2) is required to lead on a package of Drought Asset Inspections. Good commercial knowledge (FOF, NEC4 (PSC and ECC)) and Contract management skills are essential as is a good knowledge of the EA SHEW Regulations.

1.1.5

A full time experienced Senior Project Manager is required to work on aspects of the [REDACTED] in the North West. This role will involve the project management of the delivery of some significant components of this project including flood defences, a major pumping station, a substantial overflow channel and significant advanced service diversions. The role will also include the management of design and construction contracts, negotiation with landowners and stakeholders, discussions with senior representatives of partner organisations and co-ordination of the project delivery team. Experience in dealing with planning applications, including common land consents and addressing challenging geotechnical conditions would be advantageous.

For each of the roles 1.1.1 – 1.1.5, a good knowledge of EA systems is preferred (i.e. FastDraft and AIMS PD: MS PoL and MS Project). They will set up and/or manage contracts (working

with EA commercial leads and DEFRA Group Commercial colleagues), monitor the progress of the works which follow using a live programme (supplied and updated by the Contractor) and deliver a monthly report advising of progress and risks to the programme. The individuals will each report to an Environment Agency Project Executive.

Project Managers will be expected to work at their parent company offices or their home. When required they will also attend meetings at EA offices (locally or in central locations) in addition to site visits at other locations. All candidates should include their base location in their application.

PM2 candidates must be available to work a minimum of 30 hours per week, however, full-time is preferred, up to a maximum of 40 hours per week. [REDACTED]

The Senior Project Manager PM1 vacancy will run from the 1 February 2023 until the 31 March 2024 with an option to extend for a further 12 months. The successful candidate will be expected to work on a full-time basis up to 40 hours per week.

We are looking to review a maximum of 3 CVs per role to be reviewed.

Tender Evaluation will be undertaken against the Curriculum Vitae(s) submitted and the proposed rate for that individual. Video interviews will be held for those candidates that are shortlisted to confirm the information provided in the CVs and assess their suitability for working with the EA, and specifically in PCM. A minimum score of 6 (out of 10) is required to be invited for interview.

1.2 Outcome Specification

This is a technical project management role working closely and collaboratively with Environment Agency (EA) internal Water Land and Biodiversity (WLB) and Flood & Coastal Risk Management (FCRM) Officers and support services and with suppliers (Consultants and Contractors) from our Frameworks who will be appraising, designing, and delivering Asset Management, Flood and Coastal Risk (FCRM) and Water Land and Biodiversity (WLB) projects.

The roles will involve managing project costs and risks against project forecasts using EA project management reporting tools (AIMS PD, MS Project on Line (PoL), FastDraft, Asite), assessing or producing scope of works and contract documents and quality assuring deliverables against these scope documents.

Project and contract management competence is essential. Technical knowledge and experience in engineering and construction is preferred. Experience of working with and/or at the Environment Agency in Asset Management, Flood Risk Management or Water Land and Biodiversity is desirable since an understanding of EA systems and processes is ideal. The amount of experience expected will be tailored to suit the role.

Project Managers will be employed on existing projects across the EA areas (England).

2. Drawings, site information or reports already available

- a) N/A

3. Specifications of standards to be used

- a) N/A

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

- a) The Candidates period of availability to start in PCM will be considered as part of the tender. An immediate start is preferred.

5. Requirements of the secondment

The following skills are key to being able to fulfil these secondments effectively:

- Project Management Training, Experience and Qualifications;
- Ability to produce project programmes in Microsoft Project;
- Commercial experience including understanding of different procurement approaches, contract strategy, experience of FOF and NEC suite of contracts specifically PSC & ECC contract administration;
- Preparing Scope of Services for appraisal (business case preparation) contracts, detailed design commissions and construction contract awards;
- Producing business case reports to secure funding;
- Risk Management Experience;
- Health & Safety competence such as Reservoir Safety, CDM (X63) and CITB - CSCS Card;
- Environmental Assessment Understanding & Experience;
- Stakeholder Engagement Experience.

Additional experience that would be beneficial includes:

- Understanding Hydrology & Hydraulic Modelling Principles;
- Flood Damage Assessment & Economic Analysis;
- Appraisal/Feasibility Assessment Knowledge;
- Using the 5 Case Business Case Model to develop convincing business cases;
- EA Risk Analysis Tool;
- Evaluating Sustainable and Low Carbon Solutions;
- Option Development Outline Design;
- Management of Detailed Design;
- Preparation of contract documentation for design commissions and construction contracts;
- Understanding Construction Techniques;

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

The Employer will provide Project Managers with IT hardware (e.g. mobile phone, EA laptop) to perform the assigned role. There may be an interim period where the Project Manager will need to use their host company's IT equipment to perform the role. The Project Manager will also have access to the Employer's IT systems (e.g. Environment Agency e-mail address, Asite, Project Online/PPMT, Sharepoint and FastDraft).

The project Manager is expected to have their own personal PPE (gloves, boots, glasses, ear defenders) However, EA livery (Hardhat, Hi vis jacket, EA jacket) will be provided where required.

Eastern PMs
PO Number:



Built to deliver a better world

2023

Name	Bill Rate	Number of Hours	Total	Total Hours	Jan	Feb	Mar	Apr	May	Jun	Jul
	£		£								
NEC Project Management	£										
Expenses											
			£								
			£								
Total			£								

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

[Redacted Signature]

Signature

02/02/2023

Date

for and on behalf of the Environment Agency

[Redacted Role]

Role

Consultant execution

Signed Underhand by [PRINT NAME]

[Redacted Signature]

Signature

16/01/2023

Date

for and on behalf of

[Redacted Name]

[Redacted Role]

Role