



Framework: [REDACTED]
Supplier: [REDACTED]
Company Number: [REDACTED]

Geographical Area: **National**
Project Name: **Project Management BiS Secondment to PCM**
Project Number: [REDACTED]

Contract Type: **Professional Service Contract**
Option: [REDACTED]

Contract Number: [REDACTED]

Revision	Status		Originator		Reviewer		Date

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA****Project Name** Project Management BiS Secondment to PCM**Project Number** [REDACTED]This contract is made on 12 July 2021
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

[REDACTED]

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X8: Undertakings to Others

X9: Transfer of rights

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 Secondtees will be working on a range of capital projects to deliver new flood risk management schemes or studies, and/or revenue and maintenance projects to bring existing assets up to condition. All of our projects require appraisal (feasibility assessment), business case justification, detailed design and construction.

The *Client* is

[REDACTED]

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

[REDACTED]

The *Service Manager* is

[REDACTED]

Address for communications

Richard Fairclough House
Knutsford Road
Warrington
Cheshire
WA4 1HT

Address for electronic communications

[REDACTED]

The Scope is in
Bravo DocumentationThe *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 4 weeks

3 Time

The *starting date* is 12 August 2021

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 12 August 2022

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 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. 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	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 million in respect of each claim, without limit to the number of claims	12 years
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	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
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 £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
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 million

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	'to be confirmed'
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.

Z11 Rate Increase Provision

Contracts with a duration of less than two years, which are extended over this duration by the *Service Manager* due to *Client* Scope increases, may apply a rate review as follows. The *Consultant* will charge the *Client* the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

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 X8: Undertakings to Others

The *undertakings to Others* are provided to

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

£1,000,000.00

The *end of liability date* is 6 years 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 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 and company number

Address for communications

Address for electronic communications

The *fee percentage* is

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

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

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

mail address for communications

he fee percentage is

The key persons are

insert name	Name (2)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (3)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (4)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (5)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (6)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (7)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

Name and address etc. of *Consultant*

Enter email address

Insert the relevant framework tendered *fee percentage*

Name the *key persons* to be working on the contract

<p>The following matters will be included in the Early Warning Register;</p> <div style="background-color: black; width: 100%; height: 150px;"></div>	<p>These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data</p>
<p>3 Time</p>	
<p>AS CD Part One</p>	<p>The programme identified in the Contract Data is;</p>
	<p>This is optional and is inserted if a programme is being initially provided</p>

Resolving and avoiding disputes		
	Name (1)	
	Address Line 1	Enter postal address
	Address Line 2	
	Address Line 3	
	Address Line 4	
	Address Line 5	
	Address Line 6	
	Email address for communications	Enter email address
	Name (2)	
	Address Line 1	Enter postal address
	Address Line 2	
	Address Line 3	
	Address Line 4	
	Address Line 5	
	Address Line 6	
	Email address for communications	Enter email address

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

[Redacted Signature]

Signature

Role

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

[Redacted Signature]

[Redacted Signature]

Signature

Role

[Redacted Signature]

[Redacted Signature]

Management Ltd

Environment Agency
Client Support Framework (CSF)
NEC4 Professional Services Contract (PSC)
Scope – Project Manager Services

Project / contract information

Project name	Project Manager Services North West (Hub B) Projects
Project SOP reference	██████
Contract reference	████████
Date	22 nd April 2021
Version number	1
Author	██████████

Revision history

Revision date	Summary of changes	Version number

Document	Document Title	Version No	Issue date

customer service line
03708 506 506
www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

1 Objectives of the project (project outcomes)

1.1 Objective

Following the floods in early 2021, a number of flood risk management assets across the North West require repairs, whilst others need work to be brought back up to target condition grade. This work will be delivered via six geographical asset recovery and reconditioning packages across the Environment Agency areas of Cumbria & Lancashire, and Greater Manchester Merseyside & Cheshire.

The appointments will be made under the Client Support Framework (CSF) and will be compliant with the overarching terms and conditions of this framework. The contracts will be for 12 months duration with the potential for extension subject to ongoing workload and performance.

Number of Posts available:

<u>EA Grade</u>	<u>Number required</u>
<u>G3 – Project Support Officer</u>	<u>1</u>
<u>G4 – Project Manager 3</u>	<u>1</u>
<u>G5 – Project Manager 4</u>	<u>5</u>

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1.2 Outcome Specification

The following outputs are required:

1. Undertake the role of an Environment Agency Project Manager who will be managing contracts awarded under the NEC4 suite of contracts.
2. Managing projects to cost quality and time in line with EA processes.
3. Review of contract documentation for ambiguities or conflicts.
4. Undertake an assessment with the project team to ensure all risks and costs are clearly understood.
5. Identify potential opportunities for efficiencies.
6. The use of Environment Agency project management tools. Flood and Coastal Risk Management technical knowledge and experience would be advantageous, as well as an understanding of EA systems and processes.
7. The Project Support Officer (PSO) will be providing vital assistance to the Project Manager in the delivery of projects that will ensure flood risk managements assets are repaired and brought back up to target condition grade.

The PSO will need to be organised, especially in managing data to either setup systems of work or maintaining current logs for example risk register and scheduling of meetings. They will need to be good at problem solving, working in teams and confident communicating with a variety of internal and external stakeholders.

2 Project team

- 1 The design consultant is various

- 2 The *Contractor* is various
- 3 The *Supervisor* various
- 4 The *Contractor* will be appointed using the NEC3 or NEC4 Engineering and Construction Contract (option C most normally but can be Option E), or another version of the NEC4 suite of contracts (e.g. smaller projects may use the NEC3 or NEC4 Engineering and Construction Short Form contract)
- 5 Cost management will be provided by either the Programme and Contract Management (PCM) project cost advisor or the co-located cost manager
- 6 Principal Designer is various
- 7 The Environmental Clerk of Works is various.

3 *Consultant* provides the services

- 1 Carry out the duties of an EA *Project Manager* in accordance with the process of the EA.
- 2 The *Consultant* is also required to provide the following additional services for this project:
 - Lessons learnt meeting & report after completion
 - Updating efficiency register and reporting monthly during construction
 - Co-ordination of performance assessment/KPIs and reporting quarterly

4 Definition of completion and defects

- 1 Completion is only achieved when all of the *services* have been provided and accepted by the *Client*.
- 2 A defect is part of the services which is not in accordance with the Scope or the applicable law.

5 Constraints on how the consultant provides the services

- 1 The *Project Manager* is not to delegate their duties or powers without prior written agreement from the *Client*.

6 Standards to be achieved

6.1 Health and safety

Health, safety and welfare is of paramount importance to the *Client* and one of the objectives for the contract is that the works should be undertaken in a manner that achieves highest possible standards. Health, safety and welfare provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The *Project Manager* will take

reasonable steps, when considering documents supplied to him by the Contractor, that the **management arrangements** adopted by the Contractor for safety are suitable.

6.2 Co-operation with the Principal Designer

There will be a Principal Designer for these scheme. The Principal Designer duties will include for a review of any site based works and notifying the HSE of these, as well as a review of the design. The Principal Designer will comment and include for any work required following review.

6.3 Specifications or standards to be used

The EA PM will manage the projects in accordance to the OIs; policies and procedures of the EA.

7 Requirements of the programme

7.1 A programme is not required

8 Services and other things provided by the *Client*

8.1 Training to be provided by the *Client*

The *Client* will provide access to bespoke training as required.

8.2 Data and information management and intellectual property rights

All of the data listed as being supplied to the *Consultant* as part of this study remains the Intellectual Property of the *Client*.

8.3 Data custodianship

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

8.5 Licensing information

Licences for LiDAR Data, Ordnance Survey mapping, model, survey, hydrometric and historical data will be provided to the *Consultant* upon award of this commission.

8.6 Metadata

The *Client* populates a metadata database called the Information Asset Register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata. The *Client* project manager will supply an IAR spreadsheet (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

8.7 Data security

All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to *Client* data security policy. It is expected that once the commission is completed, all the original data sent to the *Consultant*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption.

Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption.

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

8.8 Timesheets

Timesheets as normally utilised by the *Consultant* shall be submitted with fee notes unless otherwise agreed with the *Client's* project manager. Electronic submissions would be acceptable.

8.9 Payment procedure

Payment is subject to the procedure agreed in or under the framework

8.10 Quality

The quality management system complies with the requirements of ISO9001 and ISO14001.

Please detail any other requirements of the Quality Plan.

Appendices

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*.

www.Pow.bim4.info

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 suppliers