



Framework:	Client Support Framework
Supplier:	[REDACTED]
Company Number:	[REDACTED]
Geographical Area:	National
Project Name:	Developing a Strategic Approach to Modern Methods of Con
Project Number:	TBC
Contract Type:	Professional Service Contract
Option:	Option A
Contract Number:	TBC

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name Developing a Strategic Approach to Modern Methods of Construction

Project Number TBC

This contract is made on 02 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*

[REDACTED]

[REDACTED]

[REDACTED]

Main
Option

Option A

W2

[REDACTED]

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

Gather evidence and make recommendations to inform the EA's strategic approach to MMC

The *Client* is

[REDACTED]

Address for communications

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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 *expenses* at intervals no longer than 4 weeks

3 Time

The *starting date* is 13 September 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 31 March 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 Julv 2021 and 31st August 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 *SERVICE* 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	
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>) <i>arising</i> 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		

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 dimunition 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 2 weeks

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £[REDACTED]

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

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

[REDACTED]

Address for communications

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

Address for electronic communications

[REDACTED]

The *fee percentage* is

Option A

[REDACTED]

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

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

The *key persons* are

Name (2)
Job
Responsibilities
Qualifications
Experience

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

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
Availability of EA staff and data

3 Time

The programme identified in the Contract Data is
See programme in Appendix 1

5 Payment

The *activity schedule* is
The tendered total of the Prices is

Resolving and avoiding disputes

The *Senior R*
communications

Address for electronic communications

Contract Execution

Client execution

Signed under hand by /

[Redacted]

[Redacted]

Si

Consultant execution

Consultant execution

Signed under hand by

[Redacted]

Signature

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	Developing a Strategic Approach to Modern Methods of Construction
Project 1B1S reference	TBC
Contract reference	TBC
Date	2 nd July 2021
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number
2 July 2021	First issue	1

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The services are to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	LIT 13258 v11	LIT 13258 v11

Details of the services

Background

MMC is a collective term for a wide range of non-traditional building techniques to increase capacity in the homebuilding sector and other buildings (e.g. schools, hospitals, and prisons) and into infrastructure. Related initiatives include 'off-site manufacture', 'manufacturing construction', 'modular' and 'Design for Manufacture & Assembly (DfMA)'.

MMC includes, but is not limited to, the proactive design and planning for modular construction assembling components manufactured (in a factory setting) either off-site, near to site or on site for assembly on-site. It can be as simple as the use of pre-cast concrete units on-site (rather than in-situ concrete pours) or the complete digital design, manufacture and fabrication of all elements of a complex structures off-site for installation. There are also emerging technologies including 3D concrete printing, and the use of technology to replace or augment traditional site activities, e.g. automation of site plant for earthworks.

The benefits of MMC include quicker construction, improved build quality, improved health and safety, reduced costs, reduced waste, and greater accountability of carbon footprints, which can help identify opportunities to reduce carbon emissions.

The Construction Playbook was published on 08-12-2020. It is a catalogue of principles and policies to be applied in the assessment, procurement and management of public works projects and programmes. The Construction Playbook requires the EA to undertake the following on a "comply or explain" basis:

- Actively consider how we can maximise the use of MMC,
- Develop a comprehensive MMC strategy at an organisational level, which should run through our portfolios and down to individual projects and programmes,
- Consider whether, how, and to what extent the use of MMC can drive wider value, and;
- Set targets for the level of use of MMC in projects and programmes.

A plan to formulate the EA's strategic approach to MMC was developed, and will be led by, the FCRM Innovation Team. This plan endorsed by the National Engineering and Innovation Panel (NEIP) on 03-12-2020. It will allow the EA to meet the requirements of the Construction Playbook. It will allow the EA to:

- Understand the benefits and challenges of application of MMC to FCERM infrastructure, and;
- Understand the optimum application of MMC to FCERM infrastructure, and therefore be well informed to:
 - Decide whether, how to, and to what extent use MMC,
 - Set applicable/useful/proportionate targets for MMC use, which fit with other priorities e.g. use of local engineering solutions including Natural Flood Management, and;
 - Develop an organisational strategic approach to MMC which is tailored to FCERM and relevant to other infrastructure delivered by the EA.

Two Briefing Notes developed by the FCRM Innovation Team to raise awareness of MMC within the EA are included as Appendix 1 and Appendix 2.

Objective

A schematic of the project to inform EA's strategic approach to MMC is provided as Appendix 3. This Contract will contribute to the project by completing the activities highlighted in red in the schematic.

There are three specific objectives of this Contract:

1. To understand the applicability of MMC techniques to the EA's infrastructure, including expected associated benefits and dis-benefits, and to identify opportunities for the EA to increase use of MMC techniques.
2. To draw a general conclusion regarding the baseline level of use of MMC techniques by the EA in delivery of its capital programme(s).
3. To identify barriers to and incentives for the use of MMC techniques in the EA's capital programme(s), and to make suggestions on how the EA may increase use of MMC techniques.

Outcome Specification

The *Consultant* shall:

- (a) Report to the *Client* on the applicability of MMC techniques to the EA's infrastructure, including expected associated benefits and dis-benefits, and identify opportunities for the EA to increase use of MMC techniques. The *Consultant* shall provide the *Client* with a practical guide or "handbook" which allows the *Client*'s project teams to understand opportunities for use of MMC techniques and their associated benefits and dis-benefits. A method to produce these outputs is suggested in Appendix 4, and the *Consultant* should consider this while developing their methodology.
- (b) Use the outputs from (a) to work with the EA leads on 22 projects identified in Appendix 5 to:
 - i. Review and record where MMC techniques have been used or will be used through a survey to be agreed with the *Client*.
 - ii. Provide suggestions of MMC techniques which could be used, and their associated benefits and dis-benefits, and subsequently record where these were chosen not to be used or could not be used.
 - iii. Identify barriers to and incentives for the use of MMC techniques on these projects. These may be technical, contractual, procurement, commercial, reputational and/or other in nature, and may stem from the project, the programme, or the national level.
- (c) Use the outputs from (a) to work with Project Managers on a number of "flagship projects", once they are identified by the *Service Manager* by distribution of the Call for Flagship Project (Appendix 6) within the EA and Delivery Partners, to:
 - i. Review and record where MMC techniques have been used or will be used through a survey to be agreed with the *Client*.
 - ii. Provide suggestions of MMC techniques which could be used, and their

associated benefits and dis-benefits, and subsequently record where these were chosen not to be used or could not be used.

- iii. Identify barriers to and incentives for the use of MMC techniques on these projects. These may be technical, contractual, procurement, commercial, reputational and/or other in nature, and may stem from the project, the programme, or the national level.
- (d) Provide the *Client* with a report on the MMC techniques that have been used, or will be used, or were chosen not to be used, or could not be used, as identified in (b), on the 22no projects, and in (c), on the flagship projects. The *Consultant* shall draw a general conclusion about the current level of use of MMC techniques in the EA.
- (e) The *Consultant* shall provide the *Client* with a report on the barriers and incentives identified in (b), on the 22no projects, and in (c), on the flagship projects. The report shall make recommendations on how the EA may mitigate barriers to and/or exploit incentives for and/or otherwise increase the use of MMC techniques at project, programme and national levels. The *Consultant* will review if, why, and how relevant other organisations have made a step change in the use of MMC techniques, and use the findings to inform the recommendations made in this report.

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

- a) Project outputs (e.g. reports to the *Client*) shall be provided to the *Client* in a form to be agreed with the *Client*. This is anticipated to include templates for documents.

2. Requirements of the programme

- a) The programme complies with the requirement of Clause 31 and also includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP)

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

- (a) ASite
- (b) FastDraft
- (c) Access to a Steering Group for critique and advice
- (d) EA staff to provide relevant data and knowledge as required

Appendices

1. MMC Briefing Note 1
2. MMC Briefing Note 2
3. Schematic of Projects
4. Suggested method to deliver Outcome a
5. 22no projects
6. Call for MMC Flagship Projects