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| **NEC4 Professional Service** | | |
|  | Short Contract | |
|  | | |
| A contract between | The Environment Agency |  |
|  | | |
| and |  |  |
|  | | |
| for | SW0419 - Utility Search and Mapping Project |  |
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|  | Contract Forms  Contract Data  The *Consultant’s* Offer and the *Client’*s Acceptance  Price List  Scope | |
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| **Contract Data** | | | | | | |
| The *Client’s* Contract Data | | | | | | |
|  | | | | | | |
|  | | | The *Client* is | | | |
| Name | | | Peter Bond | | |  |
|  | | | | | | |
| Address for communications | | | Environment Agency,  Rivers House,  East Quay,  Bridgwater,  Somerset,  TA6 4YS. | | |  |
|  | | | | | | |
| Address for electronic communications | | | peter.bond@environment-agency.gov.uk | | |  |
|  | | | | | | |
| The *Service* is | | | Utility Search and Mapping | | |  |
|  | | |  | | |  |
| The *starting date* is | | | To be confirmed | | |  |
|  | | |  | | |  |
| The *completion date* is | | | 20 May 2019 | | |  |
|  | | |  | | |  |
| The *delay damages* are | | | nil | | per day |  |
|  | | |  | | |  |
|  | | |  | | |  |
| The *law of the contract* is | | | England, subject to the jurisdiction of courts of England and Wales | | |  |
|  | | |  | | |  |
|  | | |  | | |  |
| The *period for reply* is | | | 2 | | weeks |  |
|  | | |  | | |  |
| The *defects date* is | | | 52 | | weeks after completion |  |
|  | | |  | | |  |
| The *assessment day* is the | | | Last working day | | of each month |  |
|  | | |  | | |  |
| Work is/is not to be carried out on a time charge basis (delete as applicable)  The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does/does not apply (delete as applicable) | | | | | |  |
|  | | |  | | |  |
|  | | | The *Adjudicator* is | | | |
| Name | | | The courts of England and Wales | | |  |
|  | | |  | | |  |
| Address for communications | | | To be determined | | |  |
|  | | |  | | |  |
| Address for electronic communications | | | To be determined | | |  |
|  | | |  | | |  |
| The interest rate on late payment is | | | 2 | | % per complete week of delay. |  |
|  | | |  | | |  |
| The *Client* provides this insurance | | | Not applicable | | |  |
|  | | |  | | |  |
|  | | |  | | |  |
|  | **INSURANCE AGAINST** | **MINIMUM AMOUNT OF COVER** | | **PERIOD FOLLOWING COMPLEITON OR EARLIER TERMINATION** | |  |
|  | Liability of the *Consultant* for claims made against it arising out of the *Consultant’s* failure to use the skill and care normally used by professionals providing services similar to *service*. | £5,000,000 (five million pounds) | | 6 years | |  |
| 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 *Consultant*) arising from or in connection with the *Consultant* Providing the *Service*. | £5,000,000 (five million pounds) | | 12 months | |  |
| in respect of each claim, without limit to the number of claims | |
|  | Liability for death or bodily injury to employees of the *Consultant* arising out of and in course of their employment in connection with the contract. | £5,000,000 (five million pounds) | | For the period required by law | |  |
| in respect of each claim, without limit to the number of claims | |
|  | | |  | | |  |
|  | | |  | | |  |
| The *Consultant’s* total liability to the *Client* which arises under or in connection with the contract is limited to | | | £5,000,000 (five million pounds) | | |  |
|  | | |  | | |  |
|  | | |  | | |  |
| The *Adjudicator* nominating body is | | | The courts of England and Wales | | |  |
|  | | |  | | |  |
| The *tribunal* is | | | Arbitration | | |  |
|  | | |  | | |  |
| If the *tribunal* is arbitration, the arbitration procedure is | | | To be determined | | |  |
|  | | |  | | |  |
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| The *conditions of contract* are the NEC4 Professional Services Short Contract June 2017 and the following additional conditions | | | | | |  |
|  | X2, X8, X9, X10, X11, Y(UK)3. | | | | |  |
|  | | |  | | |  |
| *The additional conditions of contract are:* | | |  | | |  |
| **Z2** | | | **Prevention** | | |  |
|  | | | The text of Cl 18 Prevention is deleted.  Delete the text of Cl 60.1(12) and replaced by:  The services are 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. | | |  |
| **Z 3A** | | | **Disallowed Costs** | | |  |
|  | | | Add clause 11.2 (24) Disallowed costs  Disallowed costs are:  • Not justified by the Consultant's accounts and records.  • Should not have been paid to a sub consultant in accordance with his Sub contract (including compensation events with the sub consultant, i.e. payment for work that should not have been undertaken)  • Incurred because the Consultant did not follow a stated procedure in the Scope.  • 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.  • Correction of a Defect before or after Completion  • Staff not approved to work on a project  • Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)  • Any hours exceeding 7.5 per day unless with prior agreement with the Client.  • Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the Client.  • Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the Client.  • 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 | | |  |
| **Z 3C** | | | **Disallowed Costs** | | |  |
|  | | | In Clause 63.1, second bullet, replace full stop with comma and  append:  • less Disallowed Costs | | |  |
| **Z5** | | | **Reporting** | | |  |
| Z5.1 | | | The *Consultant* shall ensure that the *Client* is updated with progress at all times. As a minimum the *Consultant* shall provide a weekly update to the *Client* and/or at fixed stages within the *Services* at a time and frequency as agreed between the *Consultant* and the *Client*. | | |  |
| Z5.2 | | | The report shall be provided in a format agreed with the Client. | | |  |
| **Z8** | | | **Compliance and legislation** | | |  |
| Z8.1 | | | The *Consultant*  Provides the *Services* :   * in a proper and workmanlike manner, and * in compliance with   + all statutes, statutory instruments, regulations, rules and orders made under any statute or directive having the force of law which affect the *works* or performance of any obligations under this contract, and   + any regulation, bye-law, permission or approval of any local authority or statutory undertaker having jurisdiction in relation to the *works* or with whose systems the *works* are, or are to be, connected. | | |  |
| **Z9** | | | **Data Protection** | | |  |
| Z9.1 | | | The **Data Protection Acts** are the Data Protection Act 1998 (as amended or replaced) and any other laws or regulations relating to privacy or personal data. | | |  |
| Z9.2 | | | **Personal Data** is information collected by the *Consultant* on behalf of the *Client* in relation to this contract, which relates to living individuals who can be identified   * from that information or   from that information combined with other details in (or likely to come into) the possession of the *Client*. | | |  |
| Z9.3 | | | For the purposes of this contract and the Data Protection Acts  • the Client is the Data Controller and  • the Consultant is the Data Processor. | | |  |
| Z9.4 | | | The Consultant processes the Personal Data in accordance with (and so as not to put the Client in breach of) the Data Protection Acts and only to the extent necessary for the purpose of performing its obligations under this contract. | | |  |
| Z9.5 | | | The Consultant has in place and maintains until the defects date  • appropriate technical and organisational measures (having regard to the nature of the Personal Data) to protect the Personal Data against accidental, unauthorised or unlawful processing, destruction, loss, damage, alteration or disclosure and  • adequate security programmes and procedures to ensure that unauthorised persons do not have access to the Personal Data or to any equipment used to process the Personal Data. | | |  |
| Z9.6 | | | The Consultant immediately notifies the Service Manager if it receives  • a request from any person whose Personal Data it holds to access its Personal Data or  • a complaint or request relating to the Client's obligations under the Data Protection Acts. | | |  |
| Z9.7 | | | The Consultant assists and co-operates with the Service Manager in relation to any complaint or request received, including  • providing full details of the complaint or request,  • complying with the request within the time limits set out in the Data Protection Acts and in accordance with the instructions of the Service Manager and  • promptly providing the Service Manager with any Personal Data and other information it has requested. | | |  |
| Z9.8 | | | Not Used | | |  |
| Z9.9 | | | The *Consultant* complies with the requirements of the *Client* in relation to the storage, dispatch and disposal of the Personal Data in any form or medium. | | |  |
| Z9.10 | | | The *Consultant* immediately notifies the *Service Manager* on becoming aware of any breach of this clause or of the Data Protection Acts by the *Consultant* or any Subcontractor. | | |  |
| Z9.11 | | | The *Consultant* does not process the Personal Data outside the European Economic Area without the agreement of the *Service Manager*. Where the *Service Manager* agrees, the *Consultant* complies with the instructions of the *Service Manager* and provides an adequate level of protection to any Personal Data in accordance with the eighth data protection principle set out in Schedule 1 to the Data Protection Act 1998. | | |  |
| Z9.12 | | | The Parties agree that the terms of this agreement will need to change to implement the General Data Protection Regulations. The *Consultant* consents to the *Client* on notice making any variations to the terms of this Agreement to implement the provisions of the General Data Protection Regulations. | | |  |

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| **Contract Data** | | | | |
| The *Consultant’s* Contract Data | | | | |
|  | | | | |
|  | | The *Consultant* is | | |
| Name | |  | |  |
|  | | | | |
| Address for communications | |  | |  |
|  | | | | |
| Address for electronic communications | |  | |  |
|  | | | | |
| The *fee percentage* is | |  | |  |
|  | |  | |  |
| The *people rates* are | |  | |  |
|  | |  | |  |
|  | category of person | Unit | rate |  |
|  |  |  |  |  |
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| The *Consultant’s* Offer and *Client’s* Acceptance | | | |
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| The *Consultant* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*. | | | |
|  |  | | |
| The offered total of the Prices is | |  |  |
|  |  | | |
| Signed on behalf of the *Consultant* | | | |
|  |  | | |
| Name |  | |  |
|  | | | |
| Position |  | |  |
|  | | | |
| Signature |  | |  |
|  | | | |
| Date |  | |  |
|  |  | |  |
|  |  | |  |
|  |  | |  |
| The *Client* accepts the *Consultant’s* Offer to Provide the Service | | | |
|  |  | | |
| Name |  | |  |
|  | | | |
| Position |  | |  |
|  | | | |
| Signature |  | |  |
|  | | | |
| Date |  | |  |
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| Price List | | | | | | | | | | | |
|  | | | | | | | | | | | |
|  | **ITEM NUMBER** | | **DESCRIPTION** | | **UNIT** | **EXPECTED QUANTITY** | **RATE** | | **PRICE** | |  |
|  | 1 | | Completion of the Services as described in the Scope | |  |  |  | |  | |  |
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|  | **EXPENSES** | | | | | | | | | |  |
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|  | | | |  | | | | | | |  |
| The total of the Prices | | | | | | | |  | |  | |
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|  | | | |  | | | | | | |  |
| The method and rules used to compile the Price List are | | | | | | | | | |  | |
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| Scope | | | | |
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|  | **1 Purpose of the *service*** | | |  |
|  | | | | |
|  | As in document SW0419 – Scope: Background | | |  |
|  | | | | |
|  | **2 Description of the *service*** | | |  |
|  | | | | |
|  | As in document SW0419 – Scope: 1. Description of *service* | | |  |
|  | | | | |
|  | **3 Existing Information** | | |  |
|  | | | | |
|  | As in document SW0419 – Scope: 2. Drawings, Site Information and Reports already available*.* | | |  |
|  | | | | |
|  | **4 Specifications and standards** | | |  |
|  | | | | |
|  |  | | |  |
|  | | | | |
|  | **5 Constraints on how the *Consultant* Provides the Service** | | |  |
|  | | | | |
|  | As in document SW0419 – Scope: 3. Constraints on how the Consultant Provides the Services | | |  |
|  | | | | |
|  | **6 Requirements for the programme** | | |  |
|  | | | | |
|  | As in document SW0419 – Scope: 4. Requirements of the programme | | |  |
|  | |  | |  |
|  | **6 Information and other things provided by the *Client*** | | |  |
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|  | **ITEM** | | **DATE BY WHICH IT WILL BE PROVIDED** |  |
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