

Professional Service Contract

Contract Data Forms

Contract Execution

Professional Service Contract: Contract Data | 1

This agreement is made between the Client, the Consultant and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and the service). (the service).

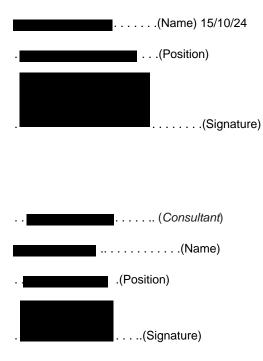
The Consultant offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The Consultant was appointed to the framework and executed the framework agreement (with reference number RM6165).

Executed under hand

by

... Environment Agency .. (Client)



(Named Suppliers)

PART ONE – DATA PROVIDED BY THE CLIENT

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

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 (with amendments January 2019)

Main Option

Option for resolving and avoiding disputes

Secondary Options

Е

X2, X9, X11, X18, Y(UK)2, Z1, Z2, Z3, Z5, Z8, Z9, Z12, Z125, Z130, Z131

W2

The service is

Project Management Services and Programme and Contract Management (PCM) for the Environment Agency Midlands Hub

This [the contract] is for an initial period of 12 months. The parties can agree to extend [the contract] through a single extension or multiple extensions for an additional period of up to 12 months or a period of time that allows for services to be procured under a new Environment Agency or alternative framework, which ever may be the later date.

The Client is

	Name	Environment Agency
	Address for communications	Horizon House Deanery Road Bristol BS1 5AH
	Address for electronic communications	enquiries@environment-agency.gov.uk
The	Service Manager is	
	Name	
	Address for communications	

Address for electronic communications

anthony.crowther@environmentagency.gov.uk

The Scope is in

MIDS- BiS Phase 2 Scope - PM1_PM2_PM3 v2

	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 except that
	 The period for reply for 	n/a is n/a
	The <i>period for reply</i> for	n/a is n/a
	The period for retention is 6 year(s	s) following Completion or earlier termination
	The following matters will be included in the E	Early Warning Register
	None	
	Early warning meetings are to be held at inte longer than	ervals no 4 weeks
2 The Consultant's m	ain responsibilities	
If the <i>Client</i> has identified work which is set to meet	The key dates and conditions to be met are	
a stated condition by a key	condition to be met	key date
date	(1)	
	(2)	
	(3)	
If Option A is used	The Consultant prepares forecasts of the te	
	intervals no longer than	4 weeks
If Option C or E is used	The Consultant prepares forecasts of the to	otal Defined Cost
·	plus Fee and expenses at intervals no long	
6 T'		
3 Time		
	The starting date is	21/10/2024

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

		The C	ient provides access to th	e lollowing persons	s, places and t	mings	
		ad	ccess		ac	cess date	
		(1)	Environment Agency Of	fices		21/10/2024	
					<u> </u>		
		(2)	Systems and access as	appropriate		21/10/2024	
		The					
			e <i>Consultant</i> submits revise ger than	ed programmes at	intervais no	4 weeks	
		ION				4 WEEKS	
1	If the Client has decided	The	completion date for the w	hole of the service	17/10/2025		
	the completion date for the	is			17/10/1010		
	whole of the service						
	If no programme is						
	identified in part two of the		period after the Contract			l	
	Contract Data	Cor	nsultant is to submit a first	programme for acc	eptance is	2 weeks	
1							_
	4 Quality management						
		The	period after the Contract	Date within which t	he Consultant		
			submit a quality policy st			4 weeks, if not	
						previously provid the consultant	led by
		T L -				the consultant	
			e period between Completi the defects date is	on of the whole of t	ine service	26 weeks	
		anu				20 weeks	_
	5 Payment						
		The d	currency of the contract is	the		£ sterling	
		The	assessment interval is			Monthly	
		ine a				WORthing	
	If the Client states any	The ex	penses stated by the Clie	nt are			
	expenses	tem		amo	unt		
	ľ				un		
		The i	interest rate is 2	% per annum	(not less than	2) above the	_
		Bas	e	rate of the	Bank of Engla	nd	bank
	If the period in which	The p	period within which payme	ents are made is	1 Month		
	payments are made is not three weeks and Y(UK)2 is			L			
	not used	T L '					
	If Option C or E is used		ocations for which the ultant provides a charge				
	and the <i>Client</i> states any locations	for th	e cost of support people	All UK offices			
		and o	ffice overhead are				

If Option C is used	The Consultant's share percentages and the s	hare ranges are
	The consultant's share percentages and the s	nare ranges are

	share range			Consultant's share percentag	е
	less than		%		%
	from	% to	%		%
	from	% to	%		%
	greater than		%		%
If Option C or E is used	The <i>exchange rates</i> a on 02/01/2024	are those published in	Financia	al Times	

6 Compensation events					
If there are additional	These are additional compensation events None				
8 Liabilities and insurance					

If there are additional Client's liabilities

These are additional *Client's* liabilities

(1)	
(2)	
(3)	

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 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>	£1 million in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works or earlier termination
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	Whichever is greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	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	Whichever is greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	For the period required by law

The Consultant provides these additional insurances

(1) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a

(2) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(3) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a

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

£1 million

Resolving and avoidi	Resolving and avoiding disputes				
	The <i>tribunal</i> is	Litigation	in the courts		
If the tribunal is arbitration	The <i>arbitration procedure</i> is 'to be con		firmed'		
	The place where arbitration is to be held is	'to be con	firmed'		
			an arbitrator if the Parties cannot agree a ot state who selects an arbitrator is		
	The Senior Representatives of the	he <i>Client</i> are)		
	Name (1)				
	Address for communications	3	Horizon House Deanery Road Bristol BS1 5AH		
	Address for electronic comm	nunications			
	Name (2)				
	Address for communications	3	Horizon House Deanery Road Bristol BS1 5AH		
	Address for electronic comm	nunications			
	The Adjudicator is				
	Name		'to be confirmed'		
	Address for communications	\$	'to be confirmed'		
	Address for electronic comm	nunications	'to be confirmed'		
	The Adjudicator nominating bo	ody is	Institution of Civil Engineers		

X2: Changes in the la	aw			
If Option X2 is used	The <i>law of the project</i> is	The law of England and W jurisdiction of the courts of		
X5: Sectional Comple	etion			
If Option X5 is used	The completion date for each	section of the service is		
	section	description	completion date	
	(1)			
	(2)			
	(3)			
	(4)			
X7: Delay damages				
If Option X7 is used without Option X5	Delay damages for Complet	ion of the whole of the service a	are per day	
If Option X7 is used with	Delay damages for each sect	tion of the service are		
Option X5	section	description	amount per day	
	(1)			
	(2)			
	(3)			
	(4)			
	The delay damages for the r	emainder of the service are		
X8: Undertakings to (Others			
If Option X8 is used	The undertakings to Others a	re provided to		
X9: Transfer of Intelle	ectual Property Rights			
X10: Information mod	Aelling			
	, ching			
If Option X10 is used				
If no information	T I I I I I I I I I I 			
If no <i>information</i> execution plan is	I he period after the Contra Information Execution Plar	act Date within which the <i>Cons</i> e of for acceptance is	N/A	
identified in part two of the Contract Data				
X11: Termination by th	e Client			
<i>,</i>				
X13: Performance bond	\$			
Option X13 is used	The amount of the performanc	e bond is		
Professional Service Contra	ct: Contract Data 9			

X18: Limitation of liability					
If Option X18 is used	The <i>Consultant's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	£1 million			
	The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to The <i>end of liability date</i> is 6 years after the Completion	£1 million			
X20: Key Performan	ce Indicators (not used with Option X12)				
If Option X20 is used	The <i>incentive schedule</i> for Key Performance Indicators is in A report of performance against each Key Performance Indicator is provided at intervals of	months			

Y(UK)1: Project Bank Account

Charges made and interest The Consultant is / is not to pay any charges made and to be paid any interest paid by project bank (Delete as applicable)

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

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due	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

If Option Y(UK)3 is used	term	beneficiary		
If Y(UK)3 is used with	term	beneficiary		
Y(UK)1 the following entry is added to the table for Y(UK)3	The provisions of Options Y(UK)1	Named Suppliers		

Z: Additional conditions of contract

If Option Z is used

The additional conditions of contract are

Z1 Disputes:

Option W2 subclause W2.1(4) is deleted. The Parties agree that adjudication under Clause option W2 should only commence if the dispute resolution procedure has been exhausted and that the dispute resolution procedure in the Scope, takes precedence over Option W2.

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.

Z4 Share on Termination

Delete existing clause 93.3 and 93.4 and replace with:

93.3 In the event of termination in respect of a contract relating to services there is no Consultant's share.

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.

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.

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.

Z125 Limitation of Liability

Under clause 87.1; after the fourth bullet point; insert the additional bullet points:

• loss of or damage to the Client's property, to the sum of £5M.

• death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract, to the sum that the *Consultant* is required to insure under the contract in respect of such death or bodily injury.

Z 130 Rate adjustment

Z130.1 The Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate *Framework Prices*.

Z130.2 (Option C ONLY) The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

Z 131 Change to the Schedule of Cost Components

Add clause 11.2(19) The People Rates are the *people rates* unless later changed in accordance with the contract and provided that at all times and under any circumstance howsoever arising the People Rates do not exceed the equivalent and directly comparable Framework Price as set out in Crown Commercial Services (CCS) Construction Professional Services Framework RM6165.

In the Schedule of Cost Components delete the section titled **People** and replace with:

People

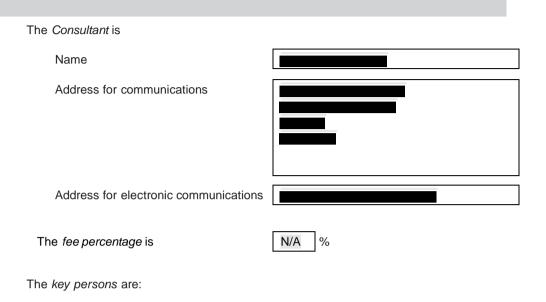
1 The following components of the cost of people.

11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work on the contract.

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



name

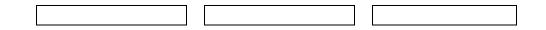
service

The following matters will be included in the Early Warning Register

2 The Consultant's main responsibilities				
If the <i>Consultant</i> is to provide Scope	The Scope provided by the <i>Consultant</i> is in			
5 Payment				
If the <i>Consultant</i> states <i>expenses</i>	The expenses stated by the Consultant are any item amount Travel As incurred Mileage As incurred Subsistence As incurred			
If Option A or C is used	The activity schedule is			
If Option E is used				
Resolving and avoiding	•			
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	

X10: Information model	ing				
If Option X10 is used					
If an information execution plan	The <i>information executior</i> in the Contract Data is	<i>p plan</i> identified	N/A		is to be identified in the Contract Data
Y(UK)1: Project Bank Ac	count				
na Data for the Schedule of	ne project bank is amed suppliers are f Cost Components (u			office overhead are location] overhead percentage
Data for the Short Sche	dule of Cost Compon	ents (used onl	v with Opti	on A)	
The people rates are					
	ategory of person	unit	r	ate	



Data for the Schedule of Cost Components (used only with Options C and E)

The people rates are

category of person
unit
rate

rate
rate