



Professional Service Contract

Contract Data Forms

June 2017
(with amendments January 2019)



Contract Execution

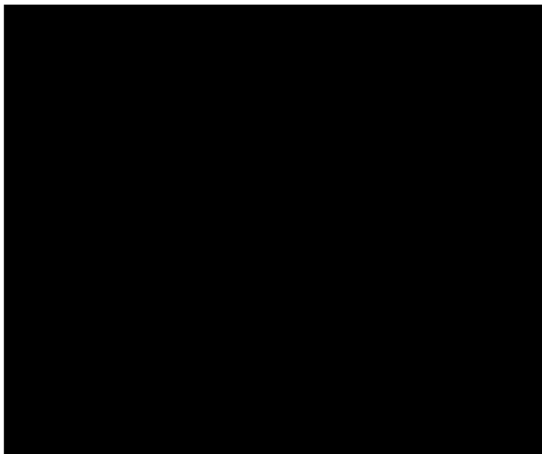
This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and [REDACTED] for Visioning and Transformation Consultancy Services (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) [REDACTED]

Executed under hand



Contract Data

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

The *service* is

The assessment service will review EA strategies and transformational programs and evaluate the degree of alignment, overlap, and conflict between them. The evaluation will be conducted through a combination of analysis and stakeholder engagements. The findings will be documented in a report, along with recommendations for improving strategic alignment. More details can be found in Appendix A: Visioning and Transformation Piece

The *Client* is

Name

Address for communications

Address for electronic communications

The *Service Manager* is

Name

Address for communications

Address for electronic communications

The *Scope* is in

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is except that

• The *period for reply* for is

• The *period for reply* for is

The *period for retention* is year(s) 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 The Consultant's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

If Option C or E is used

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
(1) <input type="text"/>	<input type="text"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

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

If the *Client* has decided the *completion date* for the whole of the *service*

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

If no programme is identified in part two of the Contract Data

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

The *assessment interval* is

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The *interest rate* is % per annum (not less than 2) above the

rate of the bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used
If Option C or E is used and the *Client* states any locations

The period within which payments are made is

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

If Option C is used

The *Consultant's* share percentages and the share ranges are

share range	Consultant's share percentage
less than	<input type="text"/> %
from	<input type="text"/> % to <input type="text"/> %
from	<input type="text"/> % to <input type="text"/> %
greater than	<input type="text"/> %

If Option C or E is used

The exchange rates are those published in on (date)

6 Compensation events

If there are additional

These are additional compensation events

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's* liabilities

(1)

(2)

(3)

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 service	<div><div></div><div>in respect of each claim without limit to the number of claims</div></div>	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	<div><div>Whichever is greater of <div></div> or the amount required by law</div><div>in respect of each event, without limit to the number of events</div></div>	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	<div><div>Whichever is greater of <div></div> required by law</div><div>in respect of each event, without limit to the number of events</div></div>	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against	<input type="text" value="n/a"/>
Minimum amount of cover is	<input type="text" value="n/a"/>
The deductibles are	<input type="text" value="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 <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	
<div><div></div></div>	

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration The *arbitration procedure* is

'to be confirmed'

The place where arbitration
is to be held is

'to be confirmed'

The person or organisation who will choose an arbitrator if the Parties cannot agree a
choice or if the *arbitration procedure* does not state who selects an arbitrator is

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

'to be confirmed'

The *Adjudicator nominating body* is

Institution of Civil Engineers

X2: Changes in the law

If Option X2 is used	The law of the project is	The law of England and Wales, subject to the jurisdiction of the courts of England and Wales
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X9: Transfer of Intellectual Property Rights

X10: Information modelling

If Option X10 is used	
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If no information execution plan is identified in part two of the Contract Data	The period after the Contract Date within which the Consultant is to submit a first Information Execution Plan for acceptance is	
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X11: Termination by the Client

X13: Performance bond

If Option X13 is used	The amount of the performance bond is	
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X18: Limitation of liability

If Option X18 is used	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	6 years after the Completion of the whole of the service

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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

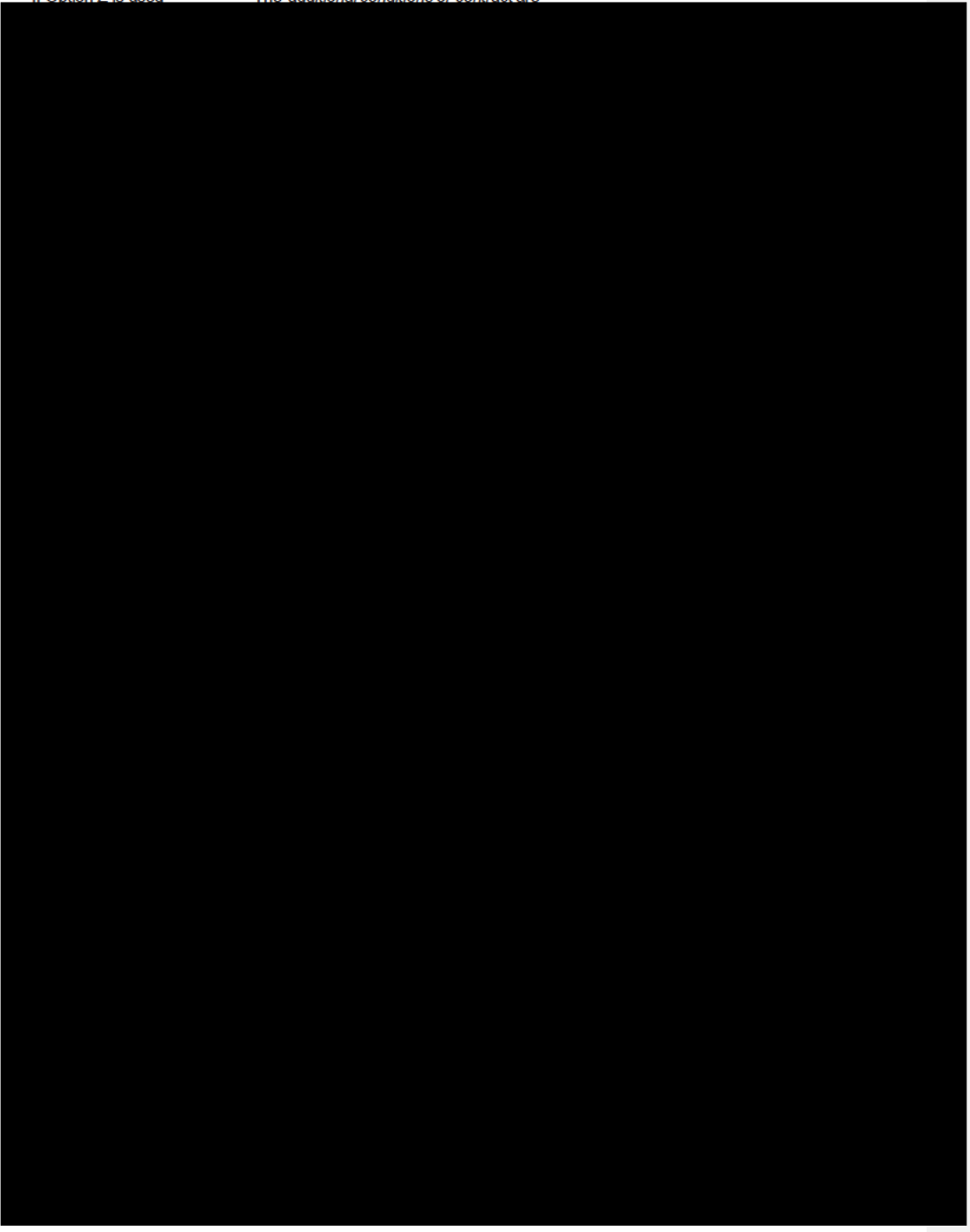
Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used	term	beneficiary

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	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



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

Address for communications

Address for electronic communications

The *fee percentage* is %

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

2 The Consultant’s main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

If the *Consultant* is to decide the *completion date* for the whole of the service

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

5 Payment

If the *Consultant* states expenses

The *expenses* stated by the *Consultant* are any

item	amount
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

If Option A or C is used

The *activity schedule* is

If Option E is used

Resolving and avoiding disputes

The forecast of the prices is

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 modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

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

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

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

The *overhead percentages* for the cost of support people and office overhead are

location	overhead percentage
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %
<input type="text"/>	<input type="text"/> %

Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>