



Framework: Client Support Framework
Supplier: [REDACTED]
Company Number: [REDACTED]
Geographical Area: National
Project Name: RtO PCM Project Management Services NW
Project Number: ENV0002360C
Contract Type: Professional Service Contract
Option: Option E
Contract Number: 36758
Stage: Study_or_Service_NOT_Design

Revision	Status		Originator		Reviewer	

nt

Projects

Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework

CONTRACT DATA

Project Name RtO PCM Project Management Services NW Projects

Project Number ENV0002360C

This contract is made on 02 September 2022
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") date to the Client Support Framework. The entire Agreement and the following schedule
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon with
- 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 O Options of the NEC4 Professional Service Contract June 2017.

Main
Option

Option E

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

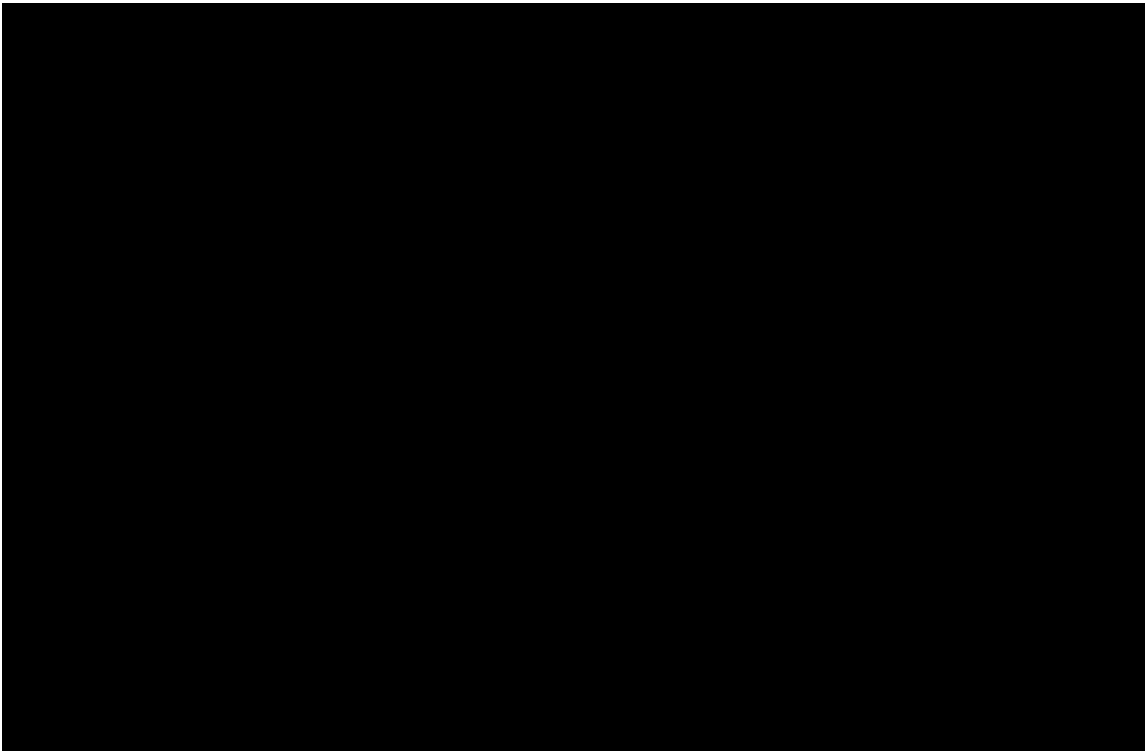
X18: Limitation of liability

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 Supply of ECC Project Managers, Cost Management Resou



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 W

The *period for reply* is 2 weeks

The *period for retention* is 6 years following Completion or earlie

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

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

'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

3 Time

The *starting date* is

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

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

4 weeks

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

8th September

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) a
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

The *exchange rates* are those published in
on

6 Compensation events

These are additional compensation events

1. 'not used'
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 insu

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLE
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
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 £1 million 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 *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 £5 million

Resolving and avoiding disputes

The *tribunal* is lit

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications ['to be confirmed'](#)

The *Adjudicator nominating body* is The Institution of Civil Engine

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
- 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 do
- 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
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater
- 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
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant's*
- 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
- 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 result of rectifying a non-compliance with the Framework Agreement and/or any call off contract

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, p or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonab

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 sc

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 any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under

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

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 sta
- If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which from the date by which the late payment should have been made until the date when the late payment is made, and

Z9 Conflict of Interest

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to confli reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking a 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 n shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this cont the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notificati of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to t Agreement, Z14.4.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any waiver or dimunition of the obligations established by the Contract.

d 02nd day of July 2019 between the *Client* and the *Consultant* in relation
s are incorporated into this contract by reference

in this contract.

ption, the Option for resolving and avoiding disputes and secondary

rce and Site Supervisors as listed in the scope of requirements issued with
the tender.

nt-agency.gov.uk

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ales

r termination

2 weeks

key date

4 weeks

Rev 1.8.4a

2nd September 2022

access date

2023

bove the

All UK Offices

Rev 1.8.4a

rance are

TION OF THE WHOLE OF THE *SERVICE* OR TERMINATION

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th the *Service Manager*
ce Manager
ultant performance.

ry through the *Consultant*'s involvement

racts following an audit

proceedings, costs, losses, claims and demands whatsoever arising directly in the opinion of the *Client*, arise from or are contributed to by:

scope of the *Consultant's* duties as defined by the *Service Manager*.

any previous contract will neither be an allowable cost under this contract or this project or programme.

copy of the *Service Manager's* certificate.

incurred.

Interest should be issued, interest is paid on the late payment. Interest is assessed and is included in the first assessment after the late payment is made

rights of interest relating to the *Consultant* (including without limitation its right of action to protect its interests. Should the Parties be unable to remove the

negotiations which will or may result in a *Consultant* Change in Control and shall take effect with immediate effect by notice in writing and without compensation to the *Client* on has been made, the date that the *Client* becomes aware of the Change in Control. A Change of Control is defined as per the Deed of

The *Service Manager* in writing in accordance with the Contract, and with the failure or delay in exercising any right or remedy shall not constitute a

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

OPTION X18: Limitation of liability

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

£1,000,

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects* limited to

£1,000,

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

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

000.00

date is

000.00

due

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.

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

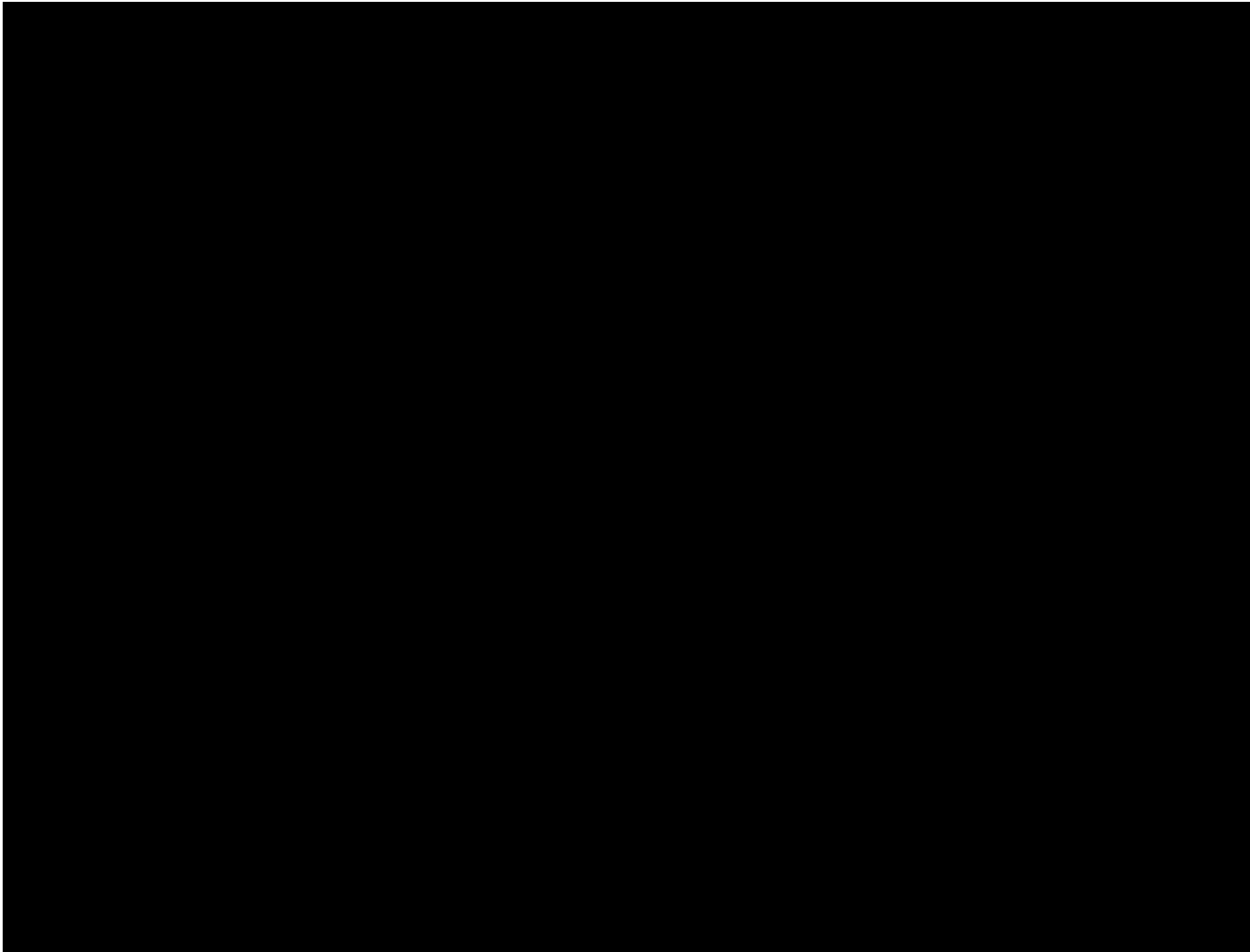
The *key persons* are

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

Managing and mitigating the impact of Covid 19 and working

3 Time



X10: Information Modelling

The *information execution plan* identified in the Cont

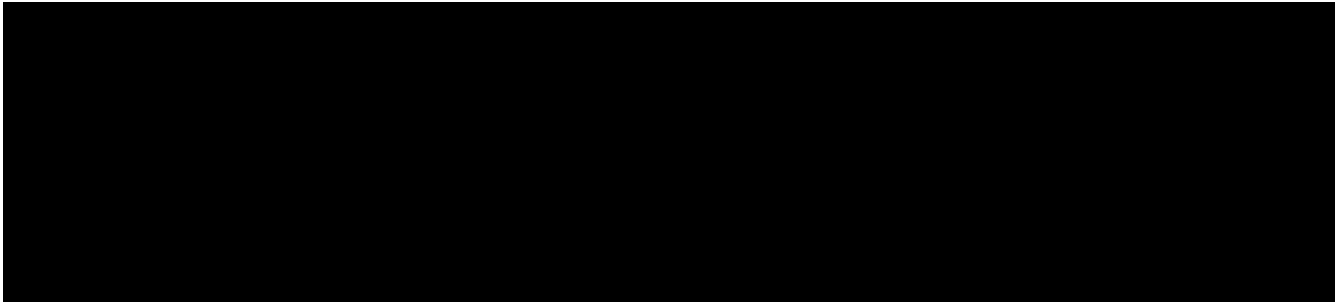
in accordance

ract Data is

Contract Execution

Client execution

Signed Underhand by [PRINT NAME] for and on behalf of the Environment Agency



Consultant execution

