

[REDACTED]

[REDACTED]

**TEMPLATE CALL OFF AGREEMENT (INCORPORATING THE NEC4 PROFESSIONAL SERVICES
CONTRACT JUNE 2017 (INCLUDING AMENDMENTS ISSUED JANUARY 2019 AND OCTOBER 2020)
AND CONTRACT DATA**

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Date...29 November 2022...

FORM OF AGREEMENT

**Incorporating the NEC4 Professional Services Contract June 2017 incorporating amendments
January 2019 and October 2020**

Between

Environment Agency

And

[REDACTED]

For the provision of

WRMP SEA Compliance Review

THIS AGREEMENT is made the

PARTIES:

1. **ENVIRONMENT AGENCY** which is a company registered in England and whose registered office is at Horizon House, Bristol, BS1 5AH (the "**Client**"); and

2.

BACKGROUND

(A)

- (B) The *Consultant* was appointed to the framework and executed the framework agreement (with reference number [REDACTED]) which is dated [REDACTED] (the "**Framework Agreement**"). In the Framework Agreement, the Consultant is identified as the "Supplier".

- (C) On the 25 October 2022 the *Client* invited the *Consultant* to tender for the *Client's* construction professional team services requirements in accordance with the Call Off Procedure (as defined in the Framework Agreement).

- (D) On the 31 October 2022 the *Consultant* submitted a tender response and was subsequently selected by the *Client* to provide the *service*.

- (E) The *Consultant* has agreed to Provide the Services in accordance with this agreement and the Framework Agreement.

IT IS AGREED AS FOLLOWS:

1. The *Client* will pay the *Consultant* the amount due and carry out his duties in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.

2. The *Consultant* will Provide the Service in accordance with the *conditions of contract* identified in the Contract Data and the Contract Schedules.

3. This contract incorporates the conditions of contract in the form of the NEC4 Professional Services Contract June 2017 Edition incorporating amendments January 2019 and October 2020 and incorporating the following Options:

Main Option E

W2

Option X2, X10, X18

Option Y(UK)2

which together with the *additional conditions of contract* specified in Option Z, and the amendments specified in Option Z, form this contract together with the documents referred to in it. References in the NEC4 Professional Services Contract June 2017

Edition incorporating amendments January 2019 and October 2020 to "the contract" are references to this contract.

4. This contract is the entire agreement between the parties in relation to the *service* and supersedes and extinguishes all prior arrangements, understandings, agreements, statements, representations or warranties (whether written or oral) relating thereto.
5. Neither party has been given, nor entered into this contract in reliance on any arrangements, understandings, agreements, statements, representations or warranties other than those expressly set out in this agreement.
6. Nothing in clauses 4 or 5 shall exclude liability in respect of misrepresentations made fraudulently.

Executed under hand

Signed by [REDACTED] for and on behalf of Environment Agency

[REDACTED]

Director/Authorised Signatory

Signed by [REDACTED]

[REDACTED]

Authorised Signatory

Professional Services Contract

Contract Data

Part one – Data provided by the *Client*

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 the and secondary Options of the NEC4 Professional Services Contract June 2017 incorporating amendments January 2019 and October 2020.

Main Option E

Option for resolving and avoiding disputes W2

Secondary Options X2, X10, X18, Y(UK)2, and Z.

The *service* is to review WRMP SEA for compliance against
Environmental Assessment of Plans and
Programmes Regulations (the SEA Regulations) 2004.

The *Client* is Environment Agency

Address for communications Horizon House, Bristol, BS1 5AH

Address for electronic communications enquiries@environment-
agency.gov.uk

The *Service Manager* is [REDACTED]

Address for communications [REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]
[REDACTED]

The *Scope* is in Appendix D - Scope

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 two weeks except that

The *period for reply* for [n/a] is [n/a]

The *period for reply* for [n/a] is [n/a]

The *period for retention* is 6 years following Completion or earlier
termination.

The following matters will be included in the Early Warning Register
n/a

Early warning meetings are held at intervals no longer than 2 weeks

**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 <i>key dates</i> and <i>conditions</i> to be met are	
<i>condition</i> to be met	<i>key date</i>
[n/a]	[n/a]
[n/a]	[n/a]
[n/a]	[n/a]

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than [n/a] weeks

**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 4 weeks

3 Time

The *starting date* is [REDACTED]

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

	<i>access date</i>
• access to	
• [n/a]	[n/a]
• [n/a]	[n/a]
• [n/a]	[n/a]

The *Consultant* submits revised programmes at intervals no longer than 2 weeks.

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

The *completion date* for the whole of the service is 1 [REDACTED]

**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 2 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 [REDACTED].

5 Payment

The *currency of the contract* is the pound sterling (£).

The *assessment interval* is Monthly.

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

Item	Amount
[n/a]	[n/a]

The [REDACTED] per annum above the Bank of England base rate in force from time to time.

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is 1 Month.

If Option C or E is used and the *Client* states any locations

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

If Option C is used

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

<i>share range</i>	<i>Consultant's share percentage</i>
less than [n/a] %	[n/a] %
from [n/a] % to [n/a] %	[n/a] %
from [n/a] % to [n/a] %	[n/a] %
greater than [n/a] %	[n/a] %

If Option C or E is used

The *exchange rates* are those published in the Financial Times on the *assessment date* when payment in another currency is included in the Price for Services Provided to Date.

6 Compensation events

If there are additional compensation events These are additional compensation events
[n/a]

8 Liability and insurance

If there are additional *Client* liabilities These are additional *Client* liabilities
1 [n/a]
2 [n/a]
3 [n/a]

The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	Period
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£[REDACTED] in respect of each event, without limit to the number of events except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos where a lower level may apply in the aggregate	from the <i>starting date</i> until 6 years following completion of the whole of the <i>service</i> or earlier termination
loss of or damage to property or death of or bodily injury to 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 £[REDACTED] 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 *Consultant* arising out of and in the course of their employment in connection with this contract

Whichever is greater of £[] or the amount required by law in respect of each event, without limit to the number of events

For the period required by law

If the Client provides insurances from the Insurance table

The *Client* provides these insurances from the insurance table

(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]

If additional insurances are provided

The *Client* 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* 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 [REDACTED]

**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 the arbitrator if the parties cannot agree a choice or if the *arbitration procedure* does not state who selects and arbitrator is: Institution of Civil Engineers

The Senior *Representatives* of the *Client* are

[REDACTED]

Address for communications [REDACTED]
[REDACTED]

Address for electronic communications
[REDACTED]

The *Adjudicator* is the person agreed by the Parties from the list of *Adjudicators* published by the Institution of Civil Engineers or nominated by the *Adjudicator nominating body* in the absence of agreement.

Address for communications 'to be confirmed'

Address for electronic communications 'to be confirmed'

The *Adjudicator nominating body* is the *Institution of Civil Engineers*.

**Option 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.

Option X10 Information modelling **If Option X10 is used**

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 4 weeks

Option X18 Limitation of liability **If Option X18 is used**

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] for each and every claim

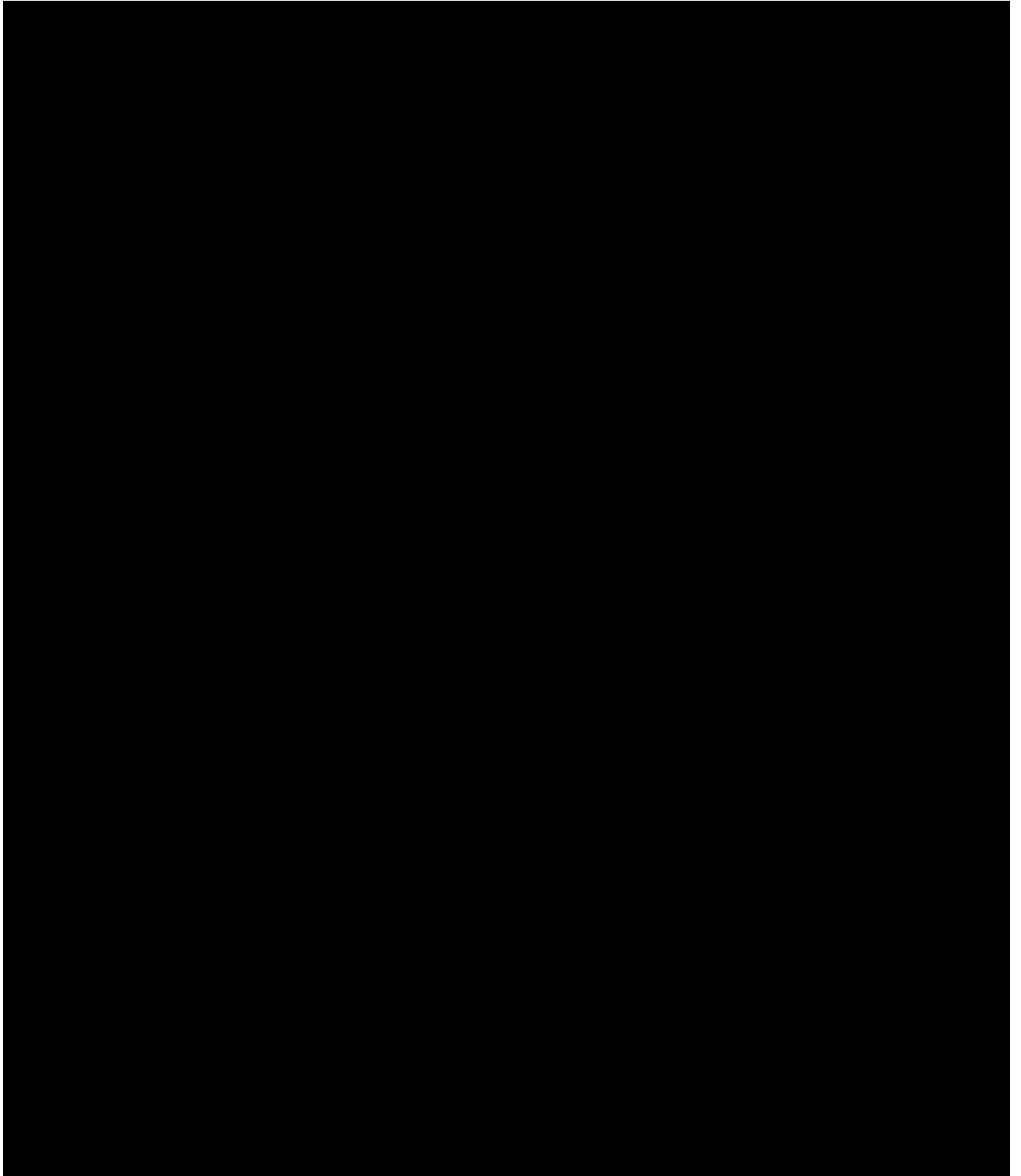
The *end of liability* date is 6 years after Completion of the whole of the service.

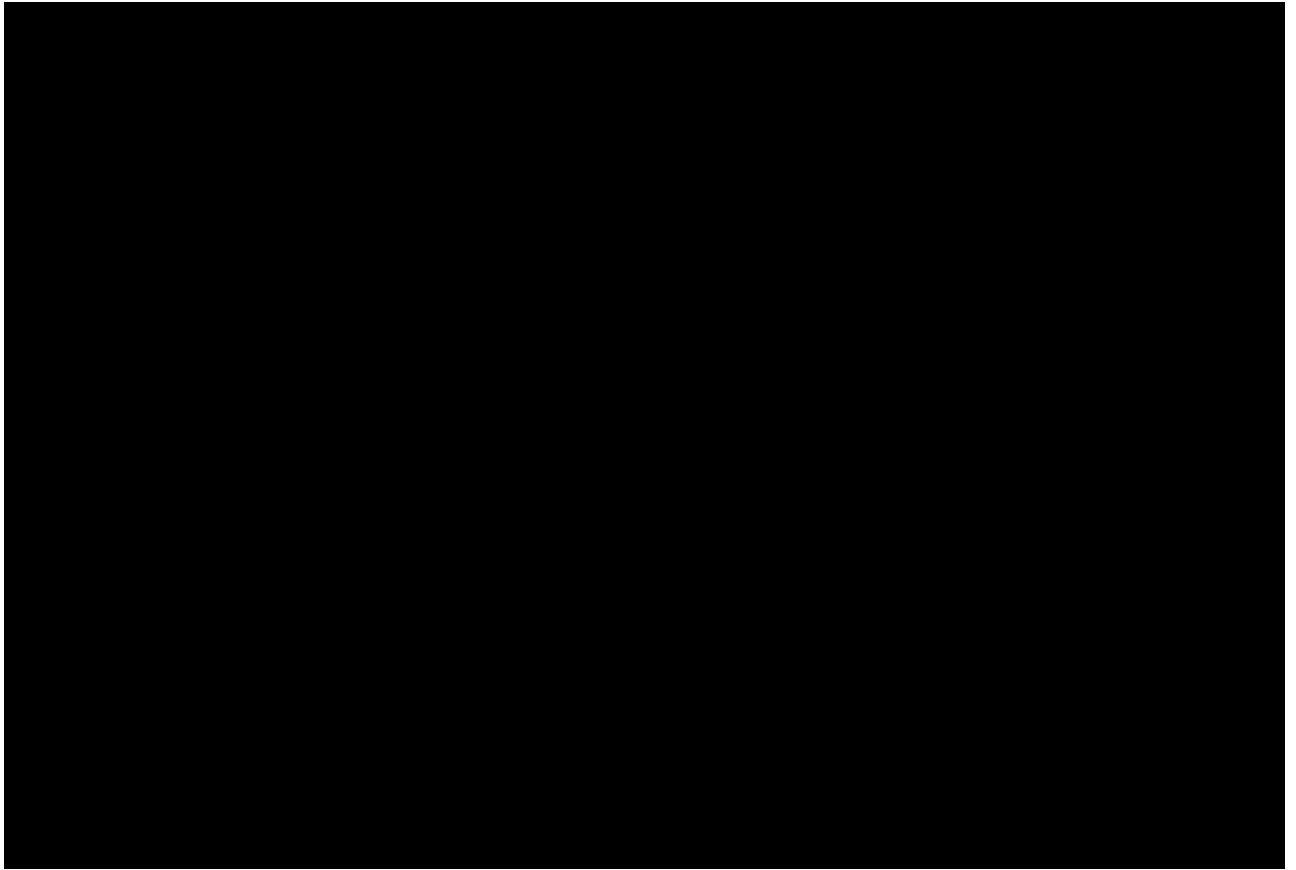
Option Y(UK)1 Project bank account

Charges made and interest paid by the project bank The *Consultant* is not to pay any charges made and to be paid any interest paid by the project bank.

Option Y(UK)2 The Housing Grants, Construction and Regeneration Act **If Y(UK)2 is used**

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due The period for payment is 14 days after the date on which a payment becomes due





Part two – Data provided by the *Consultant*

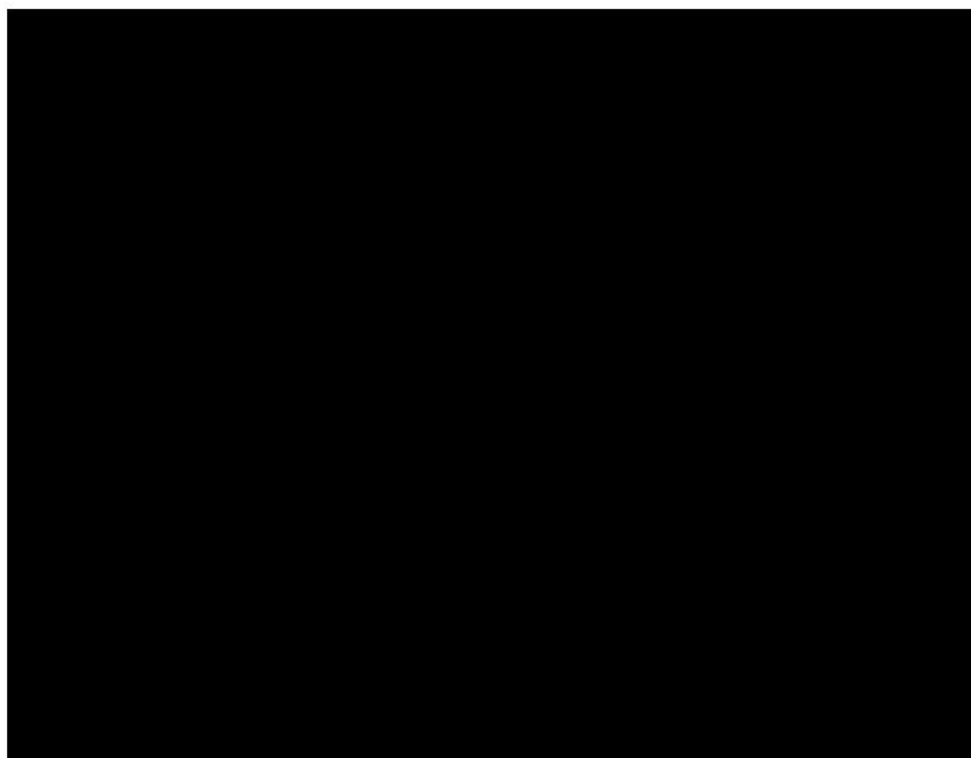
1 Statements given in all contracts The Consultant is [REDACTED] (company registration number [REDACTED])

Address for communications [REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]

The *fee percentage* is % - [REDACTED]

The *key persons* are



The following matters will be included in the Early Warning Register

Weekly progress calls will provide a platform to raise issues which may affect delivery. These will be recorded and circulated for client approval.

2 The *Consultant's* main responsibilities

If the Consultant is to provide the Scope The Scope provided by the Consultant is in [REDACTED]
[REDACTED]

3 Time

If a programme is to be identified in the Contract Data The programme identified in the Contract Data is in [REDACTED]

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 [REDACTED].

5 Payment

If the Consultant states any expenses	The expenses stated by the Consultant are	
	• item	• amount
	• N/A	

If Option A or C is used The activity schedule is N/A
The tendered total of the Prices is N/A

Resolving and avoiding disputes The Representatives of the Consultant are [REDACTED]
Address for communications [REDACTED]
Address for electronic communications [REDACTED]

[REDACTED]
Address for communications [REDACTED]
Address for electronic communications [REDACTED]

The Senior Representatives of the Consultant are [REDACTED]
Address for communications [REDACTED]
Address for electronic communications [REDACTED]

[REDACTED]
Address for communications [REDACTED]
[REDACTED]
Address for electronic communications [REDACTED]

Option X10 Information modelling <i>[Include if used]</i>	If Option X10 is used N/A												
If an <i>information execution plan</i> is to be identified in the Contract Data	The Information Execution Plan identified in the Contract Data is <div></div>												
Data for the Schedule of Cost Components (used only with Options A and C)	N/A The <i>overhead percentages</i> for the cost of support people and office overhead are <table><tr><th>location</th><th><i>overhead percentage</i></th></tr><tr><td>[]</td><td>[]</td></tr><tr><td>[]</td><td>[]</td></tr><tr><td>[]</td><td>[]</td></tr></table>	location	<i>overhead percentage</i>	[]	[]	[]	[]	[]	[]				
location	<i>overhead percentage</i>												
[]	[]												
[]	[]												
[]	[]												
Data for the Schedule of Cost Components (used only with Option A)	N/A The <i>people rates</i> are: <table><tr><th>Category of person</th><th>Unit</th><th>Rate</th></tr><tr><td>[]</td><td>[]</td><td>[]</td></tr><tr><td>[]</td><td>[]</td><td>[]</td></tr><tr><td>[]</td><td>[]</td><td>[]</td></tr></table>	Category of person	Unit	Rate	[]	[]	[]	[]	[]	[]	[]	[]	[]
Category of person	Unit	Rate											
[]	[]	[]											
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