



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]

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



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.

.

(Named Suppliers)

Contract Data

PART ONE –

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 *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 <i>language of the contract</i> is	<input type="text" value="English"/>		
The <i>law of the contract</i> is the law of	<input type="text" value="England and Wales, subject to the jurisdiction of the courts of England and Wales"/>		
The <i>period for reply</i> is	<input type="text" value="2 weeks"/>	except that	
• The <i>period for reply</i> for	<input type="text" value="n/a"/>	is	<input type="text" value="n/a"/>
• The <i>period for reply</i> for	<input type="text" value="n/a"/>	is	<input type="text" value="n/a"/>

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" value="n/a"/>	<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) As per scope	
(2)	
(3)	

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

4 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

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, if not previously provided by the *Consultant*

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

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount

The *interest rate* is

Bank of England

bank

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	<input type="text" value="n/a"/> %	<input type="text" value=""/> %
from	<input type="text" value=""/> % to <input type="text" value=""/> %	<input type="text" value=""/> %
from	<input type="text" value=""/> % to <input type="text" value=""/> %	<input type="text" value=""/> %
greater than	<input type="text" value=""/> %	<input type="text" value=""/> %

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)

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are





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 Institution of Civil Engineers

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

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

'to be confirmed'

'to be confirmed'

'to be confirmed'

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

X5: Sectional Completion

If Option X5 is used

The *completion date* for each section of the *service* is

section

description

completion date

(1)

n/a

(2)

(3)

(4)

X7: Delay damages

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the *service* are per day

If Option X7 is used with Option X5

Delay damages for each *section* of the *service* are

section

description

amount per day

(1)

n/a

(2)

(3)

(4)

The delay damages for the remainder of the *service* are

X8: Undertakings to Others

If Option X8 is used

The *undertakings to Others* are provided to

n/a

X9: Transfer of Intellectual Property Rights

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

X11: Termination by the Client

X13: Performance bond

If Option X13 is used

The amount of the performance bond is

n/a

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

X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used

The *incentive schedule* for Key Performance Indicators is in

A report of performance against each Key Performance Indicator is provided at intervals of

 months

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	<i>beneficiary</i>
	<div></div>	<div></div>
	<div></div>	<div></div>
	<div></div>	<div></div>
	<div></div>	<div></div>

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

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

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 that the Consultant is required to insure under the contract in respect of such loss or damage,
- 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.

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

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

N.A

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

If Option A or C is used

The *activity schedule* is

If Option E is used

The forecast of the prices is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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"/>

For each SIA WR scheme individually:

<i>Consultant to do</i>	<i>Client to provide</i>	<i>Product to be produced</i>	<i>High Level Outcomes</i>
a) Conduct a data gathering exercise, collating information and intelligence from multiple sources. Propose and agree with client the baseline asset knowledge. Identify any gaps in baseline asset knowledge. Any collated information that is not digital and/or BIM compliant to be returned to EA in a digital and BIM compliant format.	<ul style="list-style-type: none"> • AIMS: OM data inventory • Collated relevant asset information for each scheme via EA sharepoint site • BIM standards/Employers Information Requirements • Data cataloguing/hierarchy standard 	<ul style="list-style-type: none"> • Gap analysis of baseline asset data/knowledge. • Fully digital BIM compliant asset data. 	<ul style="list-style-type: none"> • Understanding current picture of asset information and identifying gaps to be addressed. • Asset data and information is consistent across schemes and is BIM compliant.
b) Define the operating contexts, functions and associated performance standards for all schemes.	<ul style="list-style-type: none"> • Operating agreements for each scheme where have • Local information around operation regime • Abstraction and discharge licence details • O&M manuals for each scheme where have 	<ul style="list-style-type: none"> • Defined each scheme's function including details of the regime and significance of each pumping station singularly and collectively. • Performance standards for each scheme. 	<ul style="list-style-type: none"> • Understand the function of each scheme, and its' component assets, and the inherent levels of resilience.
c) Undertake detailed asset inspections and assess the condition of the assets (both civil and MEICA) through site visits and desk-based review of existing data.	<ul style="list-style-type: none"> • AIMS: OM data • Access to sites including local contact details • EA Condition Assessment Manual • List of assets/sites – and scope – to be agreed with client in advance of site visit 	<ul style="list-style-type: none"> • Completed asset condition and inspection reports for each scheme. • Summary national stats in excel. 	<ul style="list-style-type: none"> • Understand baseline condition of all schemes.
d) Conduct an assessment of asset health, reliability, resilience and residual life including an assessment of availability, or obsolescence, of parts.	<ul style="list-style-type: none"> • AIMS: OM Data • <i>Outputs of tasks A-C.</i> 	<ul style="list-style-type: none"> • Completed assessment report for each scheme. • Summary national stats in excel. 	<ul style="list-style-type: none"> • Understand asset health and obsolescence and residual life across all schemes.
e) Review contingency arrangements at an asset, and scheme, level and make recommendations for any required mitigation actions.	<ul style="list-style-type: none"> • SIA Contingency Plans • EA SIA Minimum Technical Requirements 	<ul style="list-style-type: none"> • Completed assessment report for each scheme. • Summary national stats in excel. 	<ul style="list-style-type: none"> • Understand contingency arrangements and any gaps that need to be resolved with proposed actions to address.

	<ul style="list-style-type: none"> • EA Framework/Supplier Details for Incident Response 		
f) Conduct an assessment of environmental, H&S and legal compliance.	<ul style="list-style-type: none"> • List of environmental legislation in scope to include: <i>designated sites; protected species, invasive non-native species, ecological timings relating to works/operation, pollution prevention, WFD TBC</i> • Environmental statements/EIAs where have • <i>Environmental Permitting to include: abstraction licence, discharge consents, FRAPs, waste permits</i> • List of H&S legislation in scope to include: Health & Safety at Work Act, confined spaces, asbestos, Lifting Regulations, PUWER • RO Matrix headings • Independent audit and inspections reports where applicable eg Allianz, High Voltage Audits, Reservoir Regulations 	<ul style="list-style-type: none"> • A report for each scheme on its compliance with suggested measures for improvements. 	<ul style="list-style-type: none"> • Understand environmental, H&S and legal compliance of the schemes and any gaps that need to be resolved with proposed actions to address.
g) Produce a report detailing findings and identifying any works required to ensure reliable operation for the next 6 years. The report is to include indicative programme and costs along with potential efficiencies.	<ul style="list-style-type: none"> • Capital and Revenue expenditure guidance • LIT 14953 - FCRM efficiency reporting – capital and revenue 	<ul style="list-style-type: none"> • A report for each scheme to include indicative programme and costs along with potential efficiencies. • A national summary report. 	<ul style="list-style-type: none"> • Identified investment plan for all WR Schemes individually and collectively

[REDACTED]

[REDACTED]

[REDACTED]

For each SIA WR scheme individually:

- a) Conduct a data gathering exercise, collating information and intelligence from multiple sources. Identify any gaps in baseline asset knowledge. Any collated information that is not digital and/or BIM compliant is expected to be returned to EA in a digital and BIM compliant format.
- b) Define the operating contexts, functions and associated performance standards for all assets NEW
- c) Undertake detailed asset inspections and assess the condition of the assets (both civil and MEICA) through site visits and desk-based review of existing data.
- d) Conduct an assessment of asset health, reliability, resilience and residual life including an assessment of availability, or obsolescence, of parts.
- e) Review contingency arrangements at an asset, and scheme, level and make recommendations for any required mitigation actions.
- f) Conduct an assessment of environmental, H&S and legal compliance.
- g) Produce a report detailing findings and identifying any works required to ensure reliable operation for the next 5-10 years. The report is to include indicative programme and costs.

For all SIA WR schemes collectively:

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]



