

Professional Service Contract

Contract Data Forms

October 2024

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 for Change Implementation consultancy 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).

by





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

Е

Option for resolving and avoiding disputes

W2

Secondary Options

The service is

To provide Change Implementation services to a number of projects within the FCRM Delivery Hub of the Environment Agency

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 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 communication

The Scope is in

BIS Tender Scope – FCRM NZC4I

Date: 09/10/2024 Version 3.0

	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 period for reply for	n/a is n/a		
	The period for retention is 6 years	ear(s) following Completion or earlier termination		
	The following matters will be included in the	he Early Warning Register		
	None			
	Early warning meetings are to be held at			
	longer than	4 weeks		
2 The Consultant's m	nain responsibilities			
If the Client has identified	The key dates and conditions to be met are			
work which is set to meet a stated <i>condition</i> by a <i>key</i>	condition to be met	key date		
date	(1)			
	(2)			
	(3)			
If Option A is used	The Consultant prepares forecasts of the	he total <i>expenses</i> at		
	intervals no longer than	4 weeks		
If Option C or E is used	The Consultant prepares forecasts of the			
	plus Fee and expenses at intervals no I	onger than 4 weeks		
3 Time				
	The starting date is	19/10/2024		

	The Cheff provides access to the following persons, places and	a tillings	
	access	access date	
	(1) Environment Agency Offices	19/10/2024	
	, ,	, ,	
	(2) Systems and access as appropriate	19/10/2024	
	The Consultant submits revised programmes at intervals no		
	longer than	4 weeks	
If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>service</i>	The completion date for the whole of the service is	5	
f no programme is			
dentified in part two of the	The period after the Contract Date within which the		
Contract Data	Consultant is to submit a first programme for acceptance is	2 weeks	
4 Quality management			
		nt	
	The period after the Contract Date within which the <i>Consultar</i>	4 weeks, if not	
	is to submit a quality policy statement and quality plan is	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 <i>Client</i> states any	The expenses stated by the Client are		
expenses			
	item amount		
	The interest rate is 2 % per annum (not less that	an 2) above the	
	Base rate of the Bank of Engl	land bank	
	1000 00 000 00 000		
If the period in which	The period within which payments are made is 1 Month		
payments are made is not	The period within which payments are made is 1 Month		
three weeks and Y(UK)2 is			
not used If Option C or E is used	The locations for which the		
and the <i>Client</i> states any	Consultant provides a charge for the cost of support people All UK offices		
ocations	and office overhead are		
	<u></u>		

If Option C is used	The Consultant's share percent	ages and the share ranges a	ire	
	share range		Consultant's share percentage	
	less than	%	%	
	from	% to %		
	from	% to %		
	greater than		%	
Months On Figure 4				
If Option C or E is used	The exchange rates are those on	e published III	IIIIles	
6 Compensation eve	ents			
If there are additional	None None	tion events		
8 Liabilities and insu	ırance			
If there are additional	These are additional Client's lia	bilities		
Client's liabilities	(1)			
	(2)			
	(3)			
	The minimum amount of cover insurance are	and the periods for which the MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING	
		COVER	COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION	
	The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	£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 ac	dditional insurances		

n/a

n/a

(1) Insurance against

Minimum amount of cover is

Client Confidential

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 avoiding disputes

The tribunal is

Litigation in the courts

If the tribunal is arbitration

The arbitration procedure is

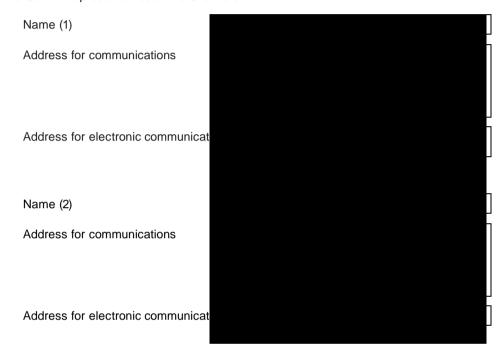
'to be confirmed'

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



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

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	
VE 0	-th	Junistiction of the courts of	or England and Wales
X5: Sectional Compl			
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			
Option X7 is used without Option X5	Delay damages for Compl	etion of the whole of the service	e are per d
Option X7 is used with	Delay damages for each se	ection of the service are	
Option X5	section	description	amount per day
	(1)		
	(2)		
	(3)		
	(4)		
	The delay damages for the	e remainder of the service are	
X8: Undertakings to	Others		
Option X8 is used	The undertakings to Others	are provided to	
X9: Transfer of Intell	ectual Property Rights		
X10: Information mo	delling		
Option X10 is used			
no information execution plan is	The period after the Contract Date within which the <i>Consultant</i> is to submit a Information Execution Plan for acceptance is 2 weeks		
dentified in part two of ne Contract Data			∠ weeks
11: Termination by th	ne Client		

Professional Service Contract: Contract Data | 10

Client Confidential

If Option X13 is used	The amount of the performance bond is			
X18: Limitation of liab	ility			
If Option X18 is used	The Consultant's liability to the Client for indirect or consequential loss is limited to	£1 million		
	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 Completio			
X20: Key Performance 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 paid by the *project bank* 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.
- lonising 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;

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 aprevious 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:

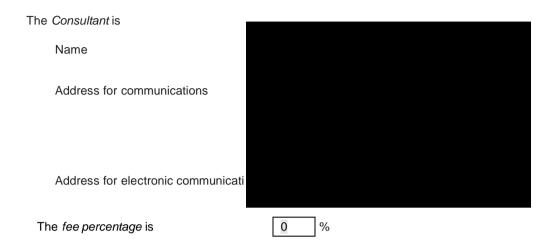
People

- 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.

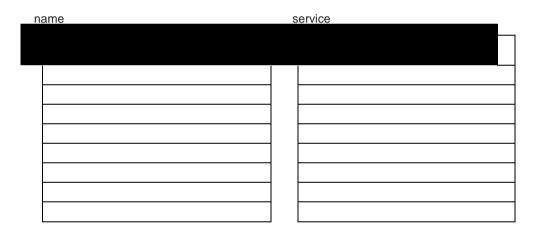
PART TWO -

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

1 General



The key persons are:



The following matters will be included in the Early Warning Register

No expenses included within the forecast; these will be charged in accordance with the Framework requirements.

CCS Framework rates were uplifted on the framework anniversary (1st October 2024) by 4%. The rates included within this contract do not include for the uplift. This uplift will require a Compensation Event which will impact the forecast of the prices.

2 The Consultant's main responsibilities

If the Consultant is to provide Scope

The Scope provided by the Consultant is in

N/A

5 Payment

If the Consultant states expenses

The expenses stated by the Consultant are any

item

amount

Travelling / staying away to work in a co-located office owned by the Environment Agency

At cost

Travelling / staying away from home to the Working Area/ co- located office (unless that collocated office is also their Suppliers office)

At cost

Events such as a framework suppliers day At cost

If Option A or C is used

The activity schedule is

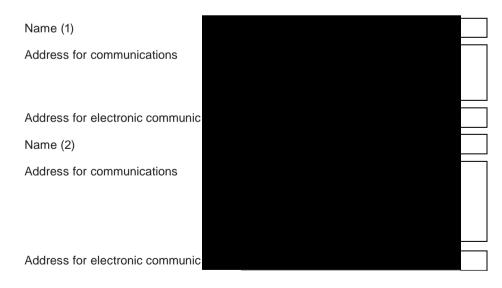
If Option E is used

The forecast of the prices is

£95,221.86

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 is The information execution plan identified in the Contract Data is				
Y(UK)1: Project Ban	k Account			
If Option Y(UK)1 is used	The project bank is			
	named suppliers are			
Data for the Schedu	le of Cost Components	(used only with Options	s C or E)	
		for the cost of support people	and office overhead are	
	location	overhead percentage		
			%	
			%	
Data for the Short S	schedule of Cost Compo	onents (used only with C	Option A)	
	The people rates are	(,,,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
	category of person	unit	rate	
Data for the Schedule of Cost Components (used only with Options C and E)				
The <i>people rates</i> are				
	category of person	unit	rate	
	1	į l	1	