

# **Professional Service Contract**

## **Contract Data Forms**

June 2017 (with amendments January 2019)

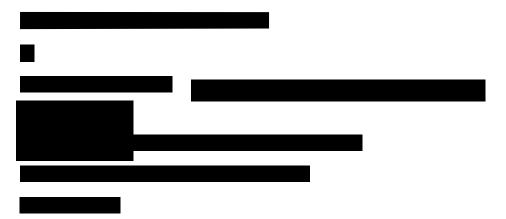
#### **Contract Execution**

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 JBA for Environmental Clerk of Works 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).



## **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) Ε W2 Option for resolving and avoiding disputes Main Option X2, X9, X11, X18, Y(UK)2, Z1, Z2, Z3, Z8, Z9, Z12, Z125, Z130, Secondary Options Z131 To provide Environmental Clerk of Works services 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 C-PSC Scope JBA Version 1 The Scope is in

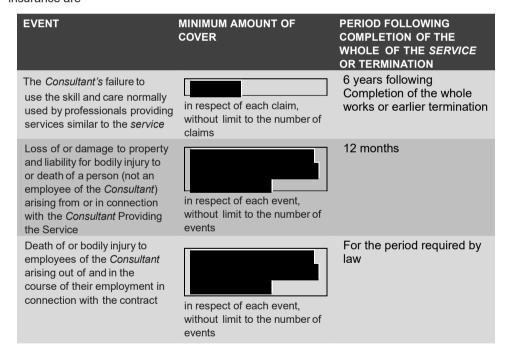
	The language of the contract is	English	
	The law of the contract is the law of		es, subject to the courts of England and
	The period for reply is	2 weeks	except that
	• The period for reply for	n/a	is n/a
	• The <i>period for reply</i> for	n/a	is n/a
	The period for retention is 6 yes		etion or earlier termination
	Early warning meetings are to be held at	t intervals no	
	longer than		2 weeks
2 The Consultant's m	ain responsibilities		
If the <i>Client</i> has identified	The key dates and conditions to be met ar	-e	
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 <i>Consultant</i> prepares forecasts of the intervals no longer than	he total <i>expenses</i> at	4 weeks
If Option C or E is used	The Consultant prepares forecasts of the		
	plus Fee and expenses at intervals no l	onger than	4 weeks
3 Time			
	The starting date is		1st August 2024

	The Client provides access to the following persons, places and	l things
	access	ccess date
	(1)	
	(2)	
	(3)	
	. ,	
	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	
If no programme is	The period after the Contract Date within which the	
identified in part two of the Contract Data	Consultant is to submit a first programme for acceptance is	2 weeks
Communication and the		
4 Quality management		
, ,	The period after the Contract Date within which the Consultan	nt
	is to submit a quality policy statement and quality plan is	4 weeks, if not previously provided by the <i>Consultant</i>
	The period between Completion of the whole of the service	
	and the <i>defects date</i> is	26 weeks
5 Daymant		
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	
If the period in which payments are made is not three weeks and Y(UK)2 is	The period within which payments are made is 1 Month	
not used If Option C or E is used	The locations for which the	
and the <i>Client</i> states any locations	Consultant provides a charge for the cost of support people and office overhead are	

If Option C is used				
		_		
If Option C or E is used				
	on (starting date)	(date)		
6 Compensation even	ts			
If there are additional	These are additional co	ompensation events		

#### 8 Liabilities and insurance

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



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 t	the <i>Client</i> for all matters
arising under or in connection with the contract, other than	
the excluded matters is limited to	

esolving and avoid	ing disputes	
	The <i>tribunal</i> is	Litigation in the courts
ne <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	Not Applicable
ie triburiar is arbitration		Trot / ppiloable
	The place where arbitration is to be held is	Not Applicable
		will choose an arbitrator if the Parties cannot agree a dure does not state who selects an arbitrator is
	The Senior Representatives of t	he <i>Client</i> are
	Name (1)	
	Address for communications	
	Address for electronic comm	nunications
	Name (2)	
	Address for communications	
	Address for electronic comm	nunications
	The <i>Adjudicator</i> is	
	Name	'to be confirmed'
	Address for communications	'to be confirmed'
	Address for electronic comp	nunications 'to be confirmed'

The Adjudicator nominating body is

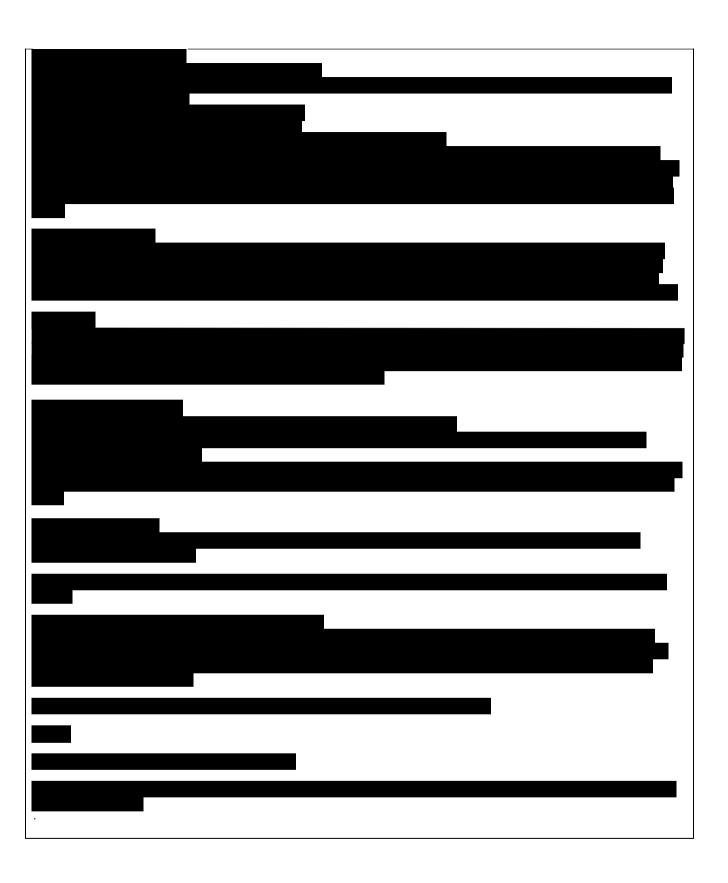
Institution of Civil Engineers

Az. Changes in the law			
If Option X2 is used	The <i>law of the project</i> is	The law of England and Wale jurisdiction of the courts of England	s, subject to the gland and Wales
X9: Transfer of Intellec	tual Property Rights		
X10: Information mode	lling		
If Option X10 is used			
If no information execution plan is identified in part two of the Contract Data	The period after the Contraction Execution Plan	ct Date within which the <i>Consulta</i> for acceptance is	nt is to submit a first  2 weeks
V44. Tamain 4i an las 4is	- Aliana		
X11: Termination by the	e Client		
X18: Limitation of liabil	ity		
If Option X18 is used	The Consultant's liability to the consequential loss is limited to	F	
	The Consultant's liability to the	e Client for Defects that are	
	not found until after the defects	s date is limited to	
	The end of liability date is	years after the Completion	of the whole of the service
Y(UK)2: The Housing	Grants, Construction and	d 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	ch payment becomes due

#### Z: Additional conditions of contract

If Option Z is used The additional conditions of contract are

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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.

General		
The Co	onsultant is	
N	lame	
A	ddress for communications	
A	ddress for electronic communications	
The f	fee percentage is	%
The ke	ey persons are	
N	lame (1)	
Jo	ob	
R	Responsibilities	
Q	Qualifications	
E	xperience	
N	lame (2)	
Jo	ob	
R	Responsibilities	
Q	Qualifications	
E:	xperience	
The fol	llowing matters will be included in the E	Early Warning Register

2 The Consultant's ma	ain responsibilities	
If the <i>Consultant</i> is to provide Scope	The Scope provided by the <i>Consultant</i> 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 <i>Consultant</i> is to decide the <i>completion date</i> for the whole of the <i>service</i>	The completion date for the whole of the service is	
5 Payment		
If the Consultant states	The expenses stated by the Consultant are any	
expenses		
	item amount	_
If Option A or C is used	The activity schedule is	
If Option E is used	The forecast of the prices is	
December and envision	an diameter	
Resolving and avoiding		
	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	nodelling
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 B	ank Account
If Option Y(UK)1 is used	The project bank is
	named aunnifora are
	named suppliers are
Data for the Scho	dule of Cost Components (used only with Options C or E)
Data for the Sche	The overhead percentages for the cost of support people and office overhead are
	location overhead percentage
	%
	%
	%
Data for the Shor	Schedule of Cost Components (used only with Option A)
	The people rates are
	category of person unit rate