



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V 1	As per bidder pack (was V4 in bidder pack)	Go live
V 2	Updates to Z clauses to ensure they are applicable to Main Option and Framework Schedules: Z3 updated to be the version for Option A, Z24 terminology updated, Z130 removed	June 2024
V2.1	Updates to Section 8 liability and insurance. Z125 Mandated	Dec 2024
V2.2	X18 values updated	Jan 2025
V2.3	Addition of missing data field Liability guidance notes updated re Section 8 CD Pt1 and X18	Feb 2025

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 AECOM Ltd. for WXN20248 River Huntspill and Associated Watercourses Geospatial Survey. (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 2024 Mapping and Modelling Framework and executed the framework agreement

Executed under hand

by

[Redacted signature area]

[Redacted name] (*Client*)

[Redacted signature area]

[Redacted name] (*Consultant*)

..... (optional if needed by *Consultant*, *Consultant* second signatory)

.....

.....

..... (Named Suppliers)

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

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

A

 Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in the Law
X10 Information Modelling
X11 Termination by the Client
X18 Limitation of Liability
Y(UK)2, The Housing Grants Construction and Regeneration Act 1996

additional conditions of contract
Z1, Disputes
Z2, Prevention
Z3, Disallowable Costs
Z6 The Schedule of Cost Components
Z24 Requirements for Invoice
Z125 Limitation of Liability

The *service* is

To collect river channel geospatial information of the River Huntspill and surrounding watercourses which will be used for both river modelling purposes and asset management purposes. The survey is to consist of channel cross sections surveyed in a traditional manner and the production of a geospatial point cloud of the river channel and its banks for River Huntspill.

The *Client* is

Name

Environment Agency

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic

The *Service Manager* is

Name Paddy Gibbons

Address for communications

Rivers House
Sunrise Business Park
25B Higher Shaftesbury Rd,
Blandford Forum
DT11 8ST

Address for electronic communications

[Redacted]

The Scope is in

20250626_LIT 72659 - 2024_MMf_NEC4
PSC_Scope_HUNTSPILL SURVEY v1 -
Formal Issue

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 except that

2 weeks

• 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 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 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*

	<i>condition to be met</i>	<i>key date</i>
	Not used	
(1)	Not used	
(2)	Not used	
(3)		

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

Monthly

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

Not applicable

3 Time

The *starting date* is

07/07/2025

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

access

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

(1)	FastDraft (contract management)	07/07/2025
-----	---------------------------------	------------

- | | | |
|-----|--|------------|
| (2) | SharePoint access as specified in Scope | 07/07/2025 |
| (3) | Ordnance Survey Mastermap GIS / CAD format | 07/07/2025 |

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

31/10/2025

If no programme is

identified 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

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, 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

Monthly

assessment interval is

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item

amount

The *interest rate* is 2 % per annum (not less than 2) above the

bank Base

rate of the

Bank of England

payments are made is not three weeks and Y(UK)2 is not used

If the period in which

3 weeks

The period within which payments are made is

If Option C or E is used

The locations for which the

and the *Client* states any *Consultant* provides a charge for the cost of support people and office overhead are

N/A

6 Compensation events

If there are additional These are additional compensation events
None

8 Liabilities and insurance

If there are additional These are additional *Client's* liabilities
Client's liabilities

- (1)
- (2)
- (3)

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

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally works or earlier termination similar to the <i>service</i> in respect of each claim, without limit to the number of claims	Whichever is greater of £2 million or the amount used by professionals providing services	Completion of the whole required by law services
Loss of or damage to property 12 months and liability for bodily injury to or death (not an employee of the <i>Consultant</i>) arising from or in connection in respect of each event, with the <i>Consultant</i> Providing without limit to the number of the Service events	Whichever is greater of £5 million or the amount required by law	months and of a person <i>Consultant</i> respect of
Death of or bodily injury to For the employees of the <i>Consultant</i> law of their employment in connection each event,	Whichever is greater of £5 million or the amount required by law without limit to the number of events	period required by arising out of and in the course with the contract in respect of

The *Consultant* provides these additional insurances

(1) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
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

5 x the total of the
Prices

Resolving and avoiding disputes

The *tribunal* is

If the *tribunal* is arbitration

The *arbitration procedure* is

The place where arbitration is to be held is

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

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Lateral
8 City Walk
Leeds
West Yorkshire
LS11 9AT

Address for electronic communications

[REDACTED]

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

The 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

If Option X5 is used The *completion date* for each section of the *service* is

section	description	completion date
---------	-------------	-----------------

X5:
Sectional

Completion

(1)	<div>Not used</div>	<div></div>
(2)	<div></div>	<div></div>
(3)	<div></div>	<div></div>
(4)	<div></div>	<div></div>

X7: Delay damages

If Option X7 is used without Delay damages for Completion of the whole of the *service* are per day

If Option X7 is used with Delay damages for each *section* of the *service* are
Option X5

section	description	amount per day
Option X5	<div></div>	<div></div>
	<div></div>	<div></div>
	<div></div>	<div></div>
(1)	<div></div>	<div></div>
(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

X10: Information modelling

If Option X10 is used

If no *information*
a first *execution plan* is
Contract Data

The period after the Contract Date within which the *Consultant* is to submit
Information Execution Plan for acceptance is identified in part two of the

4 weeks

X11: Termination by the *Client*

X13: Performance bond

If Option X13 is used

The amount of the performance bond is

X18: Limitation of liability

If Option X18 is used The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

5 x the total of the Prices

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

5 x the total of the Prices

The *end of liability date* is years after the Completion of the

6

whole of the *service*

Y(UK)1: Project Bank Account

Charges made and interest The *Consultant* **is not** to pay any charges made and to be paid any interest paid by the paid by the *project bank project bank* (Delete as applicable)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used The period for payment is days after the date on which payment becomes due and the final date for payment is not fourteen 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*

No terms	No 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
----------------------------------	-----------------

Professional Service Contract: Contract Data | **Z: Additional conditions of contract**

If Option Z is used The *additional conditions of contract* are

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,
- Ionizing 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 - Option A contracts only

Add sub-bullets to clause 60.1(1) second bullet, second sub-bullet:

-Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality - 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
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z6 The Schedule of Cost Components

The Short Schedule of Cost Components are as amended in the Framework Schedule 2

Z24 Requirement for Invoice

Add the following sentence to 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* approval Service Manager Assessment.

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made within one week after the paying Party receives an invoice from the other Party and If a certified payment is late, 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

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

AECOM Ltd

Address for communications MidPoint, Alencon Link, Basingstoke,
RG21 7PP

London
RG21 7PP

Address for electronic communications

The *fee percentage* is %

5.8

The *key persons* are

Name (1)

Job

Director

Responsibilities

Managing survey team

Qualifications

FCInstCES MRICS

Experience

>30 years

Name (2)

Job

Associate

Responsibilities

Project Manager

Qualifications

BSc(Hons), MSc

Experience

13 years

The following matters will be included in the Early Warning Register

- Access – Land access is to be arranged through liaison with the Environment Agency team, including the Environment Agency's Estates team where required. It is understood that the land surrounding the Huntspill is Environment Agency owned and free access is possible by the surveyors. Maltby Surveys have assumed they will be given free access to all areas within the survey extent, If access is refused or limited, additional fees may be charged if a specific time would need to be arranged causing out of sequence working, this may be overcome by altering the position of any sections which would be included within the lump sum fee. Maltby Land Surveys and AECOM will provide timely notification to the Environment Agency of such instances and likely impact.

- Special permissions– it is assumed that special permissions are not required for the survey to take place, for example Natural England consent.

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2 The *Consultant's* main responsibilities

If the *Consultant* states
expenses

The *expenses* stated by the *Consultant* are any
item amount

If the *Consultant* is to
provide Scope

The Scope provided by the *Consultant* is in

n/a

5 Payment

If Option A or C is used

The *activity schedule* is

MMF Huntspill Activity
Schedule.xlsx

The tendered total of the Prices is

£51,542.40

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

[REDACTED]

Address for communications

Sunley House
4 Bedford Park
Croydon
CR0 2AP

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

1 Tanfield
Edinburgh
EH3 5DA
UK

Address for electronic communications

<div></div>

X10: Information modelling

If Option X10 is used

If an *information* The *information execution plan* identified *execution plan* is to be identified in the in the Contract Data is Contract Data

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used The *project bank* is

named suppliers are

Data for the Short Schedule of Cost Components (used only with Option A)

The *people rates* are

category of person (grade1-5)	Unit (hours)	Rate (Staff Grade Rate Cap £/hr)	Contract Rate Variance (<=1)	Contract <i>people</i> rate (£/hr)

