



**Framework:** Client Support Framework

**Supplier:**

**Company Number:**

**Geographical Area:**

**National**

**Project Name:**

**RtO PCM Project Management Services NW**

**Project Number:**

**ENV0002360C**

**Contract Type:**

**Professional Service Contract**

**Option:**

**Option E**

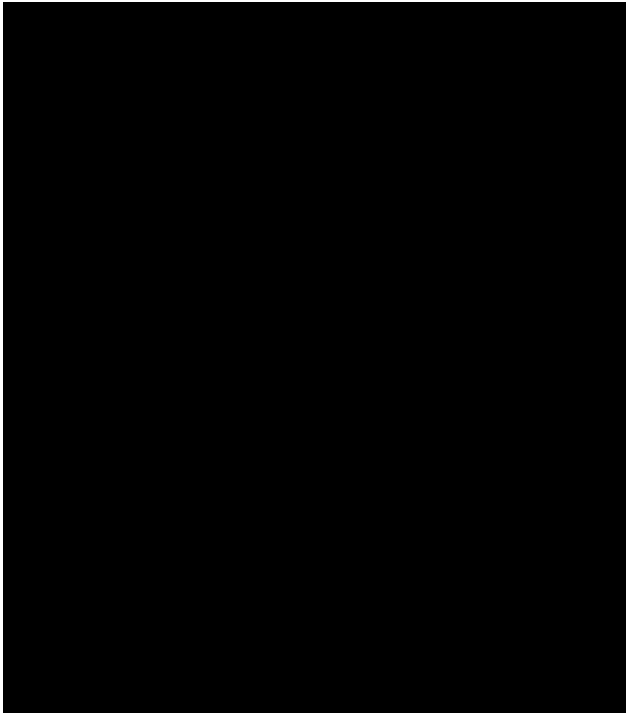
**Contract Number:**

**36758**

**Stage:**

**Study\_or\_Service\_NOT\_Design**

Revision	Status		Originator		Reviewer	



Date

## PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

**Project Name**

[REDACTED]

**Project Number**

ENV0002360C

This contract is made on 22 September 2022  
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 22 September 2022 to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon with
- The following documents are incorporated into this contract by reference

### Part One - Data provided by the *Client*

#### Statements given in all Contracts

##### 1 General

The *conditions of contract* are the core clauses and the clauses for the following main C Options of the NEC4 Professional Service Contract June 2017.

Main  
Option

Option E

Option for resolving and  
avoiding disputes

W2

##### Secondary Options

X2: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of liability

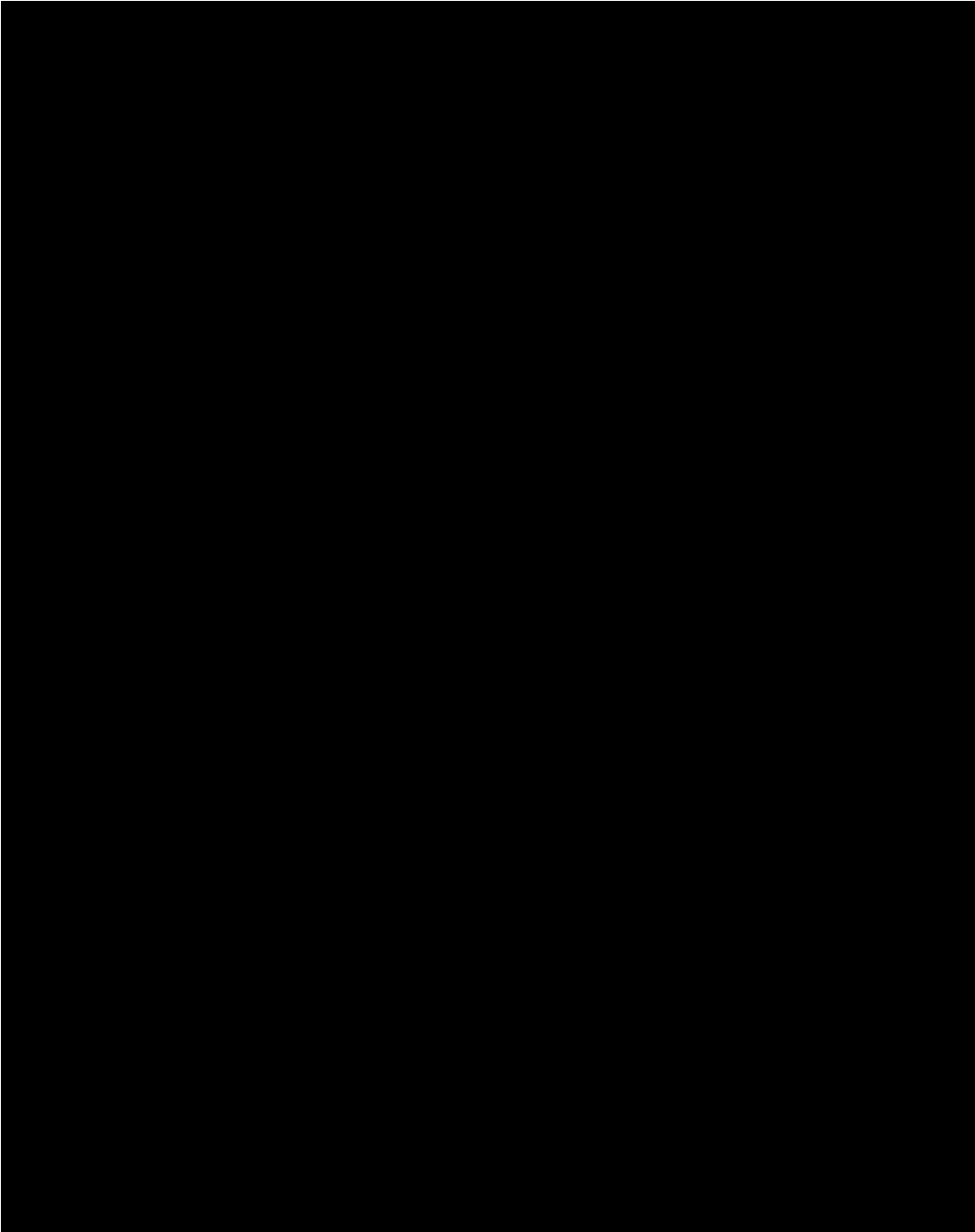
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

Z: *Additional conditions of contract*

The *service* is

Supply of Site Supervisor as listed



ency.gov.uk

gency.gov.uk

Early warning meetings are to be held at intervals no longer than

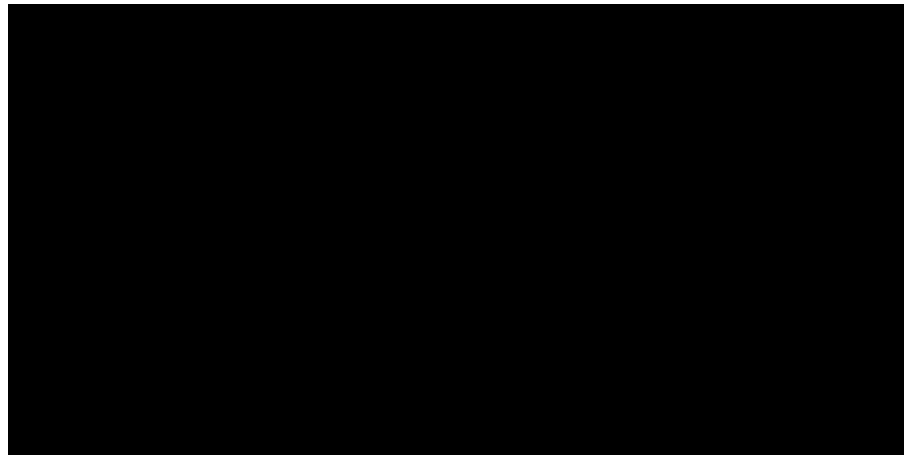
**2 The *Consultant's* main responsibilities**

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

'none set'	'none set'
'none set'	'none set'
'none set'	'none set'

The *Consultant* prepares forecasts of the total Defined Cost plus Fee  
and *expenses* at intervals no longer than

### 3 Time



The *Consultant* submits revised programmes at intervals no longer than 4 weeks

The *completion date* for the whole of the *service* is 22nd September

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 4 weeks

### 4 Quality management

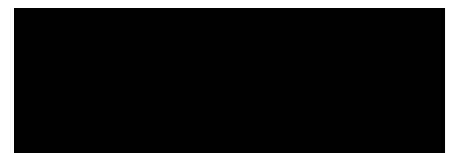
The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is 4 weeks

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



The *expenses* stated by the *Client* are as stated in Schedule 6.

The *interest rate* is 2.00% per annum (not less than 2) %  
Base rate of the Bank of England

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

The *exchange rates* are those published in on

## 6 Compensation events

These are additional compensation events

1. 'not used'
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

## 8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'
2. 'not used'
3. 'not used'

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

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£1 million in respect of each claim, without limit to the number of claims	6 years
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	Which ever is the greater of £1 million or the amount required by law in respect of each claim, without limit to the number of claims	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	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law

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 million

## Resolving and avoiding disputes

The *tribunal* is lit

The *Adjudicator* is '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 Engine

## Z Clauses

### 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,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of
- 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 do
- 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
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater
- 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
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant*
- 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
- 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 result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts

### 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, pr or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonab

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the sco

## **Z6 The Schedule of Cost Components**

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

## **Z7 Linked contracts**

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under t

## **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

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 sta
- If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which from the date by which the late payment should have been made until the date when the late payment is made, and

## **Z9 Conflict of Interest**

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to confli reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking a conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

## **Z10 Change in Control**

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or n shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this cont the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notificatio of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to th Agreement, Z14.4.

## **Z12 Waiver**

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any waiver or dimunition of the obligations established by the Contract.



and 02nd day of July 2019 between the *Client* and the *Consultant* in relation  
s are incorporated into this contract by reference

in this contract.

Option, the Option for resolving and avoiding disputes and secondary

in the scope of requirements issued with the tender.

[nt-agency.gov.uk](http://nt-agency.gov.uk)

[nt-agency.gov.uk](http://nt-agency.gov.uk)

*/ales*

or termination

2 weeks

*key date*

4 weeks

Rev 1.8.4a

22nd September 2022

*access date*

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th the *Service Manager*  
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*ultant* performance.

ery through the *Consultant*'s involvement

racts following an audit

proceedings, costs, losses, claims and demands whatsoever arising directly in the opinion of the *Client*, arise from or are contributed to by:

scope of the *Consultant's* duties as defined by the *Service Manager*.

a previous contract will neither be an allowable cost under this contract or this project or programme.

of the *Service Manager's* certificate.

ited.

should be issued, interest is paid on the late payment. Interest is assessed and is included in the first assessment after the late payment is made

acts of interest relating to the *Consultant* (including without limitation its action to protect its interests. Should the Parties be unable to remove the

negotiations which will or may result in a *Consultant* Change in Control and shall take effect with immediate effect by notice in writing and without compensation to the *Client* if no action has been made, the date that the *Client* becomes aware of the Change in Control. A Change of Control is defined as per the Deed of

Service Manager in writing in accordance with the Contract, and with any failure or delay in exercising any right or remedy shall not constitute a

## Secondary Options

### OPTION X2: Changes in the law

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

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is

### OPTION X18: Limitation of liability

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

£1,000,

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

£1,000,

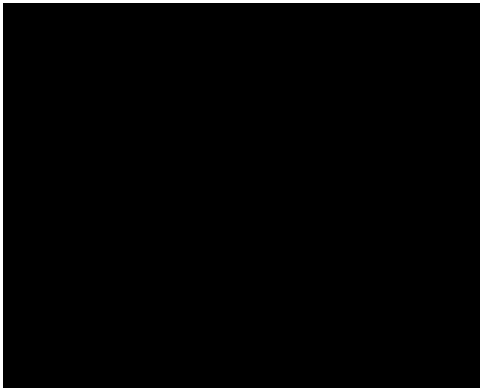
The *end of liability date* is 6 Years after the  
Completion of the whole of the *service*

### Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 Days after the date on which payment becomes

### Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term *beneficiary*



due



## 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 and company number

Address for communications

Address for electronic communication

The *fee percentage* is

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

The *key persons* are

Name (2)

Job

Responsibilities

Qualifications

Experience

The *key persons* are

Name (3)

Job

Responsibilities

Qualifications

Experience

The *key persons* are

Name (4)

Job

Responsibilities

Qualifications

Experience

The *key persons* are

Name (5)

Job

Responsibilities

Qualifications

Experience

The *key persons* are

Name (6)  
Job  
Responsibilities  
Qualifications  
Experience

The *key persons* are

Name (7)  
Job  
Responsibilities  
Qualifications  
Experience

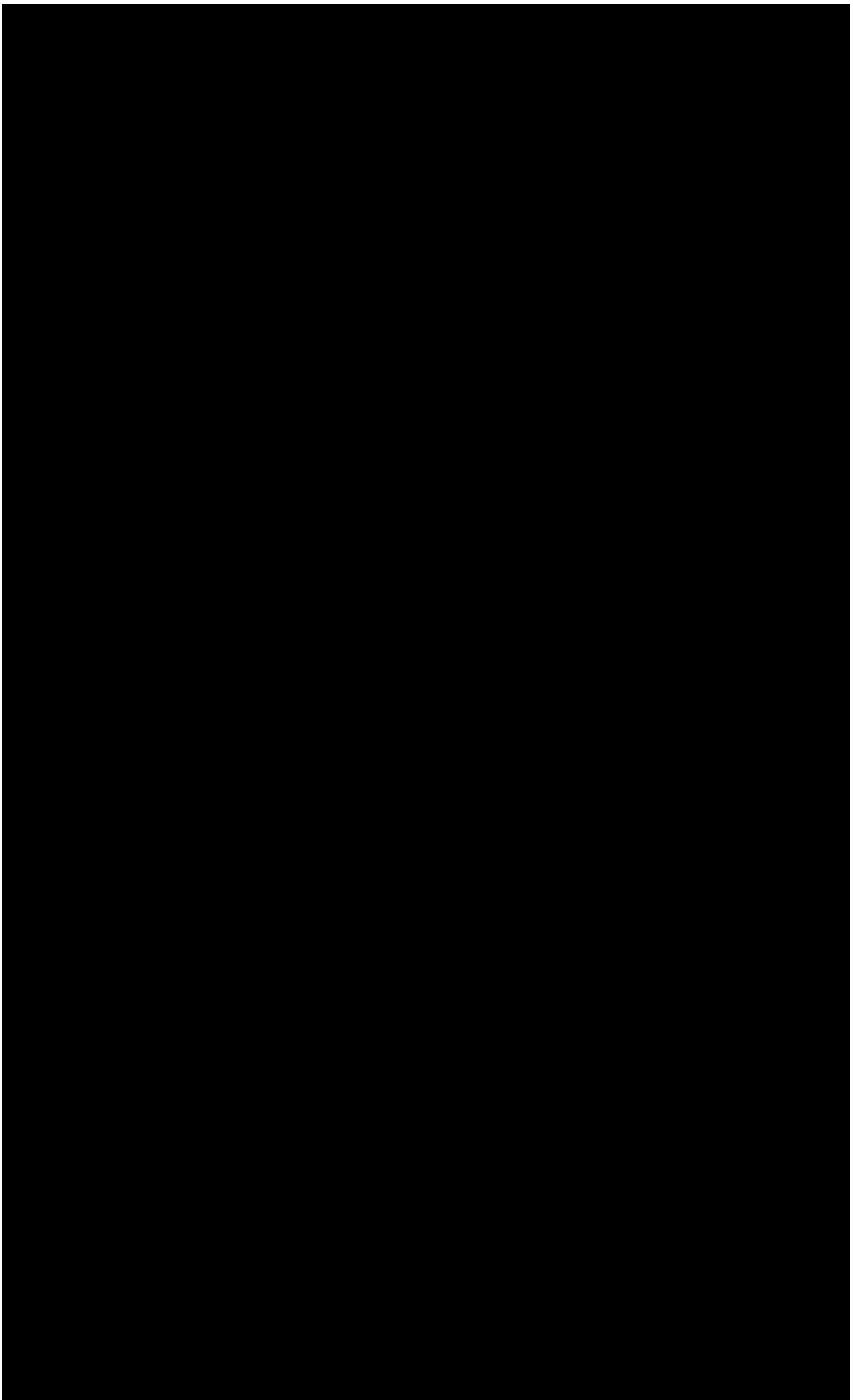
The following matters will be included in the Early Warning Register

Managing and mitigating the impact of Covid 19 and working

**3 Time**

**5 Payment**

**Resolving and avoiding disputes**



ECC Only	Contractor FastDraft Application for Payment access
ECC Only; Optional	Contractor FastDraft View
Compulsory	Framework
CDF & CSF Only	Lot Number
Compulsory	EA Project Manager
Compulsory	Supplier
Compulsory	Contract Value
Compulsory	Stage of delivery
Expected on CDF	Partner contract
Compulsory	Commencement date
Compulsory	Completion date
Optional	Are sectional completion dates used?
Compulsory	Are additional compensation events used?
Compulsory	Defects Period (weeks)
Compulsory	Delay Damages Amount (£) and unit
Compulsory to check	Sectional Delay Damages

The Contract must be submitted to y  
Commercial Services Manager before

**Incomplete contracts will be returned**

1. *Journal of Management Studies*, 1997, 34, 1, 1-14.

1. *Journal of the American Medical Association*, 2000; 283: 2689-2694.

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1. *Journal of the American Medical Association*, 2000; 283: 2689-2694.

1. *Journal of Management Studies*, 1996, 33, 1, 1-14.

10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

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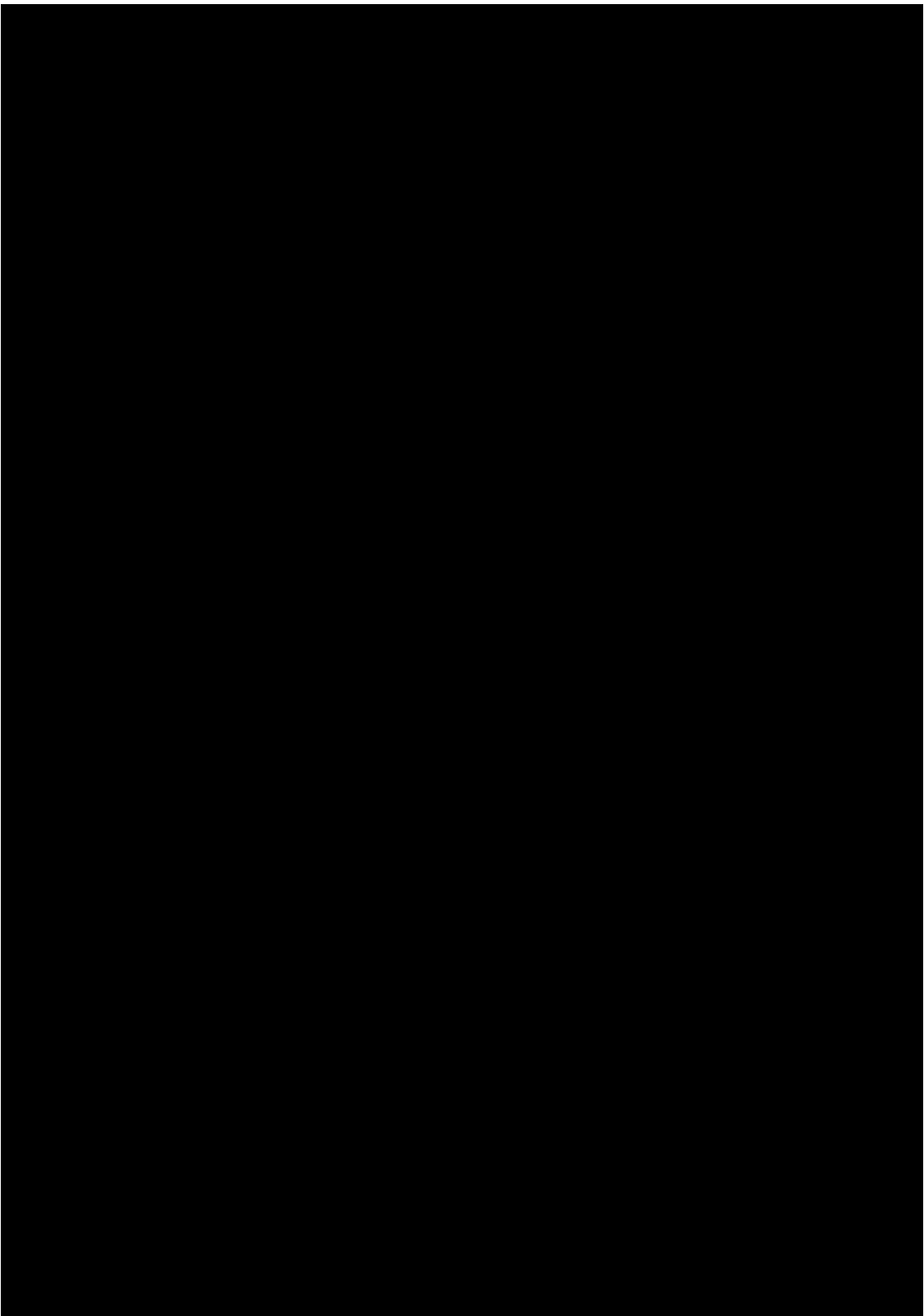
10. *Journal of the American Medical Association*, 2000; 284: 1039-1044.

1. *Journal of Management Studies*, 1996, 33, 1, 1-14.

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the 1990s, the number of people in the UK who are aged 65 and over has increased by 1.5 million (1990–1999) and is projected to increase by a further 1.5 million by 2010 (Office of National Statistics 2000).

There is a growing awareness of the need to develop strategies to meet the needs of the ageing population. The Department of Health (2000) has identified the need to develop a 'new paradigm' for the care of the elderly, one that is based on the concept of 'active ageing'. This paradigm is based on the idea that older people should be able to live independently, to be active and to participate in society. The Department of Health (2000) has identified a number of key areas for action, including: (1) the need to improve the health of older people; (2) the need to improve the social and economic conditions of older people; and (3) the need to improve the services available to older people.

The Department of Health (2000) has identified a number of key areas for action, including: (1) the need to improve the health of older people; (2) the need to improve the social and economic conditions of older people; and (3) the need to improve the services available to older people. The Department of Health (2000) has identified a number of key areas for action, including: (1) the need to improve the health of older people; (2) the need to improve the social and economic conditions of older people; and (3) the need to improve the services available to older people.

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Email address for communications

The *fee percentage* is

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

Name (3)

Job

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

Name (5)

Job

Responsibilities

Qualifications

Experience

Name (6)

Job

Responsibilities

Qualifications

Experience

Name (7)

Job

Responsibilities

Qualifications

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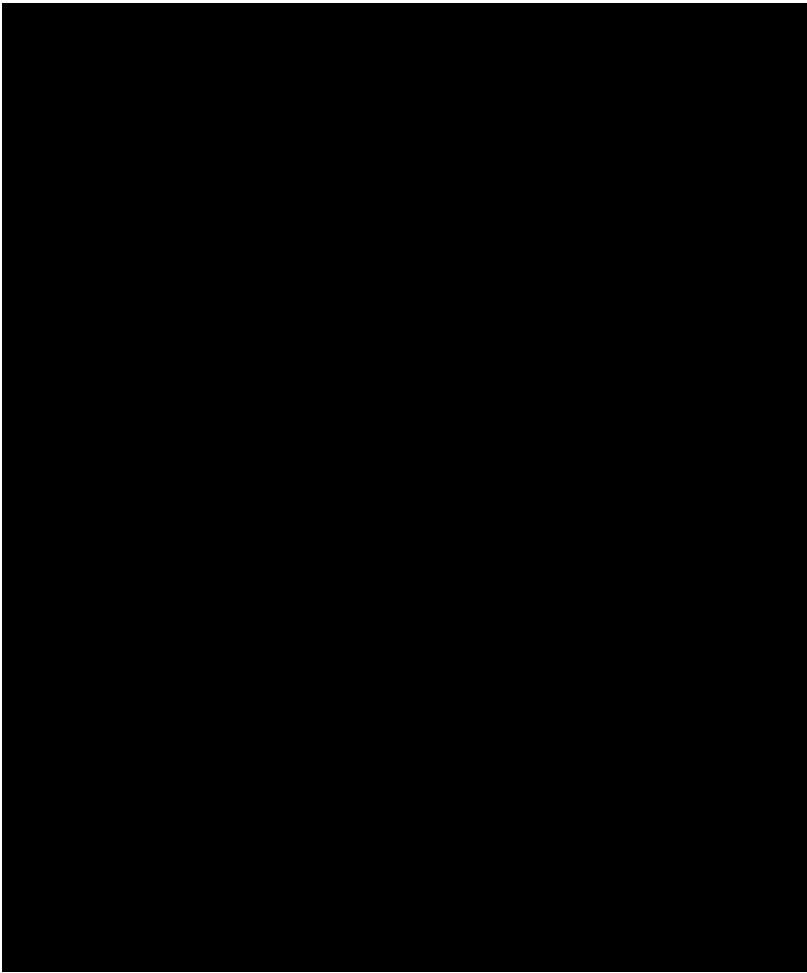
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address Line 6

Email address for communications

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

|



These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

This is optional and is inserted if a programme is being initially provided

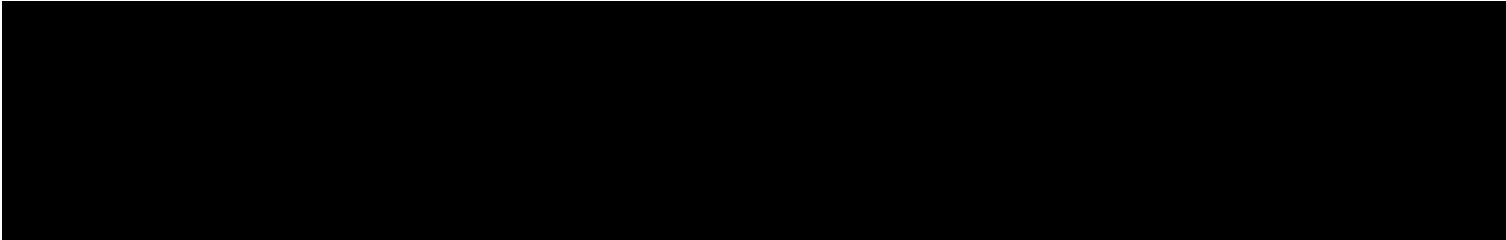
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X10 is always used





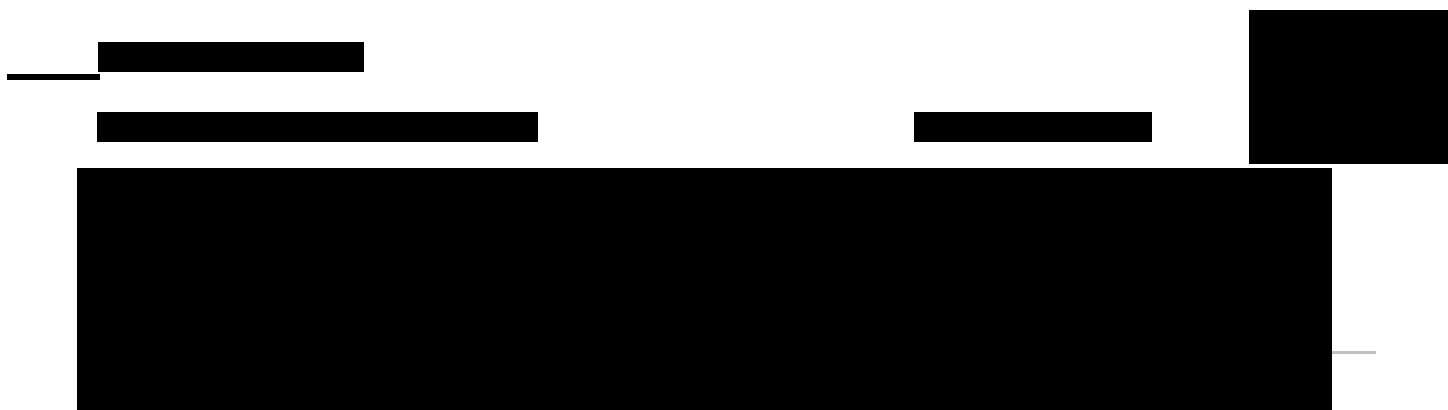
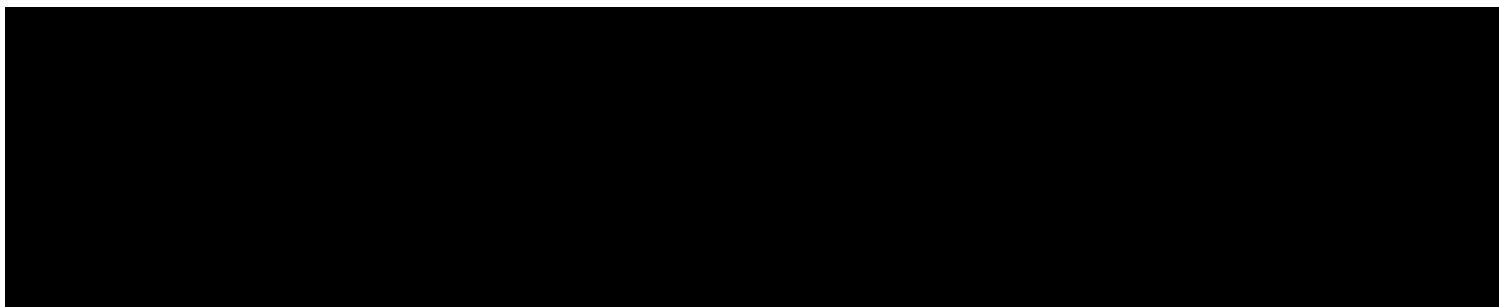
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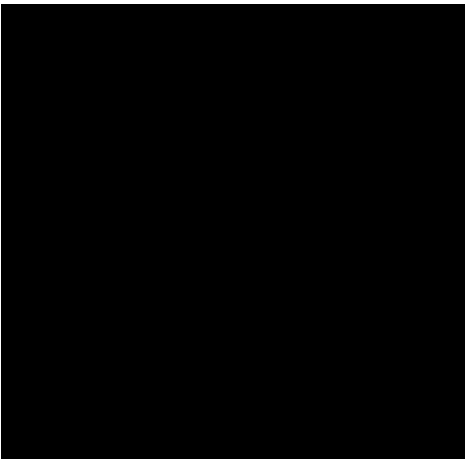
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## Contract Execution





## NEC4 Contract Tool

This tool is used to create standard Contract Documents using pre-determined parameters

When started you will see the following tabs

### **Start-up**

1. Supplier Guidance
2. Data Part 2 (input)
3. Cover Sheet
4. Data Part 1
5. CD for X
6. Data Part 2
7. Contract Execution

## **PART 1**

### **1. Data Part 2 (input)**

There are multiple sections to complete

You can only fill in sections in yellow;



If you want to change any section in the yellow boxes, just overwrite the entries

If you press the 'Clear Data Part 2' button you will be prompted to confirm this action

Once you have completed all your sections save the document and return this to the Client

## Guidance

Automatically drawn from your contract

Manually enter

Align with project name on Procurement Strategy

Automatically drawn from your contract

(format ENVXXXXXXXX)

A different 'Task Code' will be needed for each gateway that the project goes through (e.g. SOC, OBC, FBC)

Automatically drawn from your contract

(Typically Options would be Option A, C or E)

This can be entered after the contract is formed and uploaded. The CSO/BSO will do this

This number is obtained from Bravo, obtain from your DGC colleague

Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)

Automatically drawn from the dropdown in the contract

Manually enter

Manually enter

Manually enter

The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft

Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract ('viewer' role is needed on all contracts)

The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft

Insert email address

Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract

Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract

The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft

Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract

The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft

The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft

Insert email address

Those individuals from the Contractor's organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract

Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract

Automatically drawn from the selected Framework in the contract

Click adjacent cell and Use Dropdown:

Lot a / Lot 2

Automatically drawn from the named EA Project Manager (Data Part 1 (input))

Automatically drawn from the selected Supplier in the contract  
(Company Name)

**ESSENTIAL FIELD:** Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee

Click adjacent cell and Use Dropdown: Selection will be in accordance with the options available for the respective framework

Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation

**ESSENTIAL FIELD:** Automatically drawn - must be the date included in the signed contract

**ESSENTIAL FIELD:** Automatically drawn - must be the date included in the signed contract

Automatically drawn from the contract if option X5 has been used  
(Yes / No)

Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used (Yes / No)

Automatically drawn from your contract  
(Number of weeks)

Automatically drawn from the contract if option X7 has been used  
(£ per day)

Automatically drawn from the contract if option X5 and X7 has been used  
(Apply / Do Not Apply)

**Signature Box**

--

**Name**

**Date**

Revision	Date Issued	Notes
1.8.4	31/05/2022	Address updates and minor changes and updates
1.8.3	11/11/2021	Address updates
1.8.2	01/10/2021	Address update
1.8.1	27/08/2021	COVID Instruction update, new Z Clause and Supplier address update
1.8.0	08/07/2021	M&C PSC added, Supplier name change, partner contract removed
1.7.4	08/04/2021	COVID Instruction update and additional guidance added
1.7.3	07/04/2021	Revision Log added, FastDraft amendment
1.7.2	21/01/2021	Location dropdown amendment
1.7.1	16/12/2020	M&M Y(UK)3 changes
1.7.0	02/11/2020	Work stage and scope function added
1.6.9	n/a	Internal working document
1.6.8	27/07/2020	Liability value adjustments
1.6.7	13/07/2020	Supplier address change
1.6.6	n/a	Internal working document
1.6.5	14/05/2020	Location dropdown amendment
1.6.4	14/04/2020	COVID Instruction and remove clearing code
1.6.3	17/02/2020	Partnering Option removed
1.6.2	21/11/2019	National location added
1.6.1	15/11/2019	Supplier name amended
1.6	26/09/2019	FastDraft abstraction added
1.5.4	09/09/2019	Liabilities and Insurances changes (2 versions fixed / variable)
1.5.3	13/08/2019	Pain Gain share review
1.5.2	06/08/2019	Linking retention, X18
1.5.1	06/08/2019	Update dropdown links
1.5	03/08/2019	Button alignment
1.4.9	31/07/2019	Marine & Coastal addresses added
1.4.8	25/07/2019	RMA version of EA Contract Tool
1.4.7	05/07/2019	Project Bank Account
1.4.6	14/06/2019	Functional updates
1.4.5	07/06/2019	Supplier selection update
1.4.4	n/a	Internal working document
1.4.3	20/05/2019	Functional updates and testing
1.4.2	15/05/2019	Functional updates and testing
1.4.1	15/05/2019	Functional updates and testing
1.4	14/05/2019	Company addresses provided
1.3	01/05/2019	Guidance notes added
1.2	02/04/2019	Functional updates and testing
1.1	27/03/2019	Final Draft
1.0	n/a	Internal working document
1	n/a	Internal working document
0	21/03/2019	First Draft

PII threshold  
COVID instruction Nov 2020 - March 2021

COVID instruction July - Oct 2020

COVID instruction April - June 2020

Liability table  
Contract Front sheet