



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

[REDACTED]

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

E

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X9, X10, X11, X18, Y(UK)2, Y(UK)3, Z1, Z2, Z3, Z8, Z9, Z12, Z125

The *service is*

Provision of an experienced Project Manager (0.5 FTE) and Project Support Officer (0.5 FTE)

The *Client is*

Name

[REDACTED]

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

The *Service Manager is*

Name

[REDACTED]

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]
[REDACTED]

The Scope is in

[REDACTED]

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is except that

• The *period for reply* for is

• The *period for reply* for is

The *period for retention* is year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

N/A

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) | N/A |
|-----|-----|

(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

52 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

N/A

_____ ☐ _____

_____ 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**share range**Consultant's share percentage*

less than

 % %

from

 % to % %

from

 % to % %

greater than

 % %

If Option C or E is used

The *exchange rates* are those published inon (date)**6 Compensation events**

If there are additional

These are additional compensation events

8 Liabilities and insuranceIf there are additional
*Client's liabilities*These are additional *Client's liabilities*(1) (2) (3)



Resolving and avoiding disputesThe *tribunal* is

Litigation in the courts

If the *tribunal* is arbitrationThe *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

Name (2)

Address for communications

Address for electronic communications

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

X2: Changes in the law

If Option X2 is used

[REDACTED]

[REDACTED]

[REDACTED]

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

N/A

X11: Termination by the Client

X18: Limitation of liability

If Option X18 is used

[REDACTED]

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 Y(UK)1 the following entry is added to the table for Y(UK)3 | term | <i>beneficiary</i> |
| | <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:

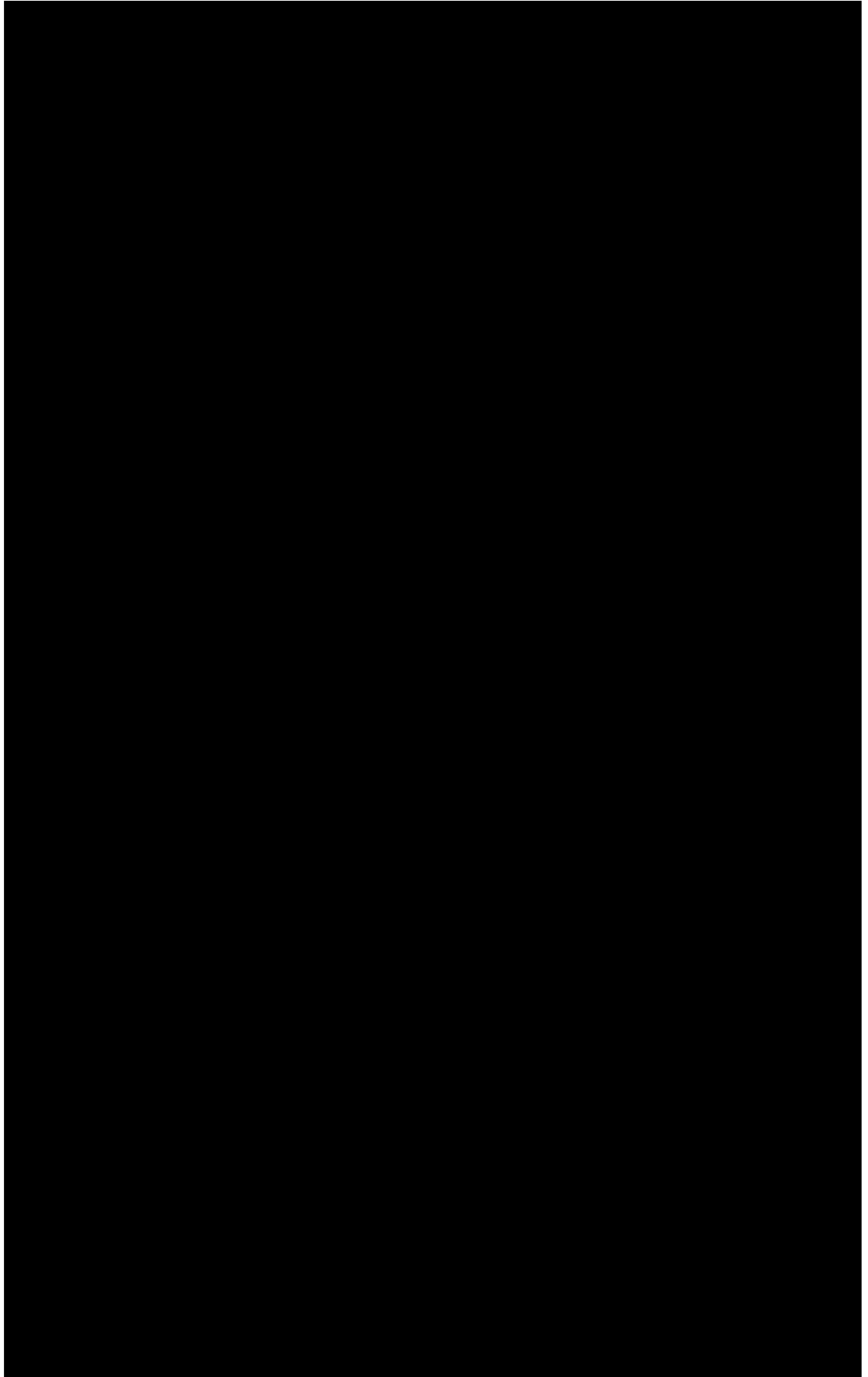
- loss of or damage to the Client's property, to the sum that the Consultant is required to insure under the contract in respect of such loss or damage,
- death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the contract, to 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



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

N/A

If the *Consultant* is to decide the *completion date* for the whole of the *service*

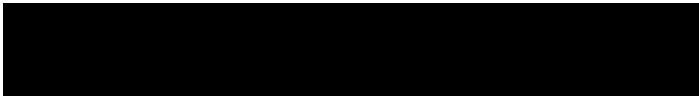
The *completion date* for the whole of the *service* is

N/A

5 Payment

If the *Consultant* states *expenses*

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



If Option A or C is used

The *activity schedule* is

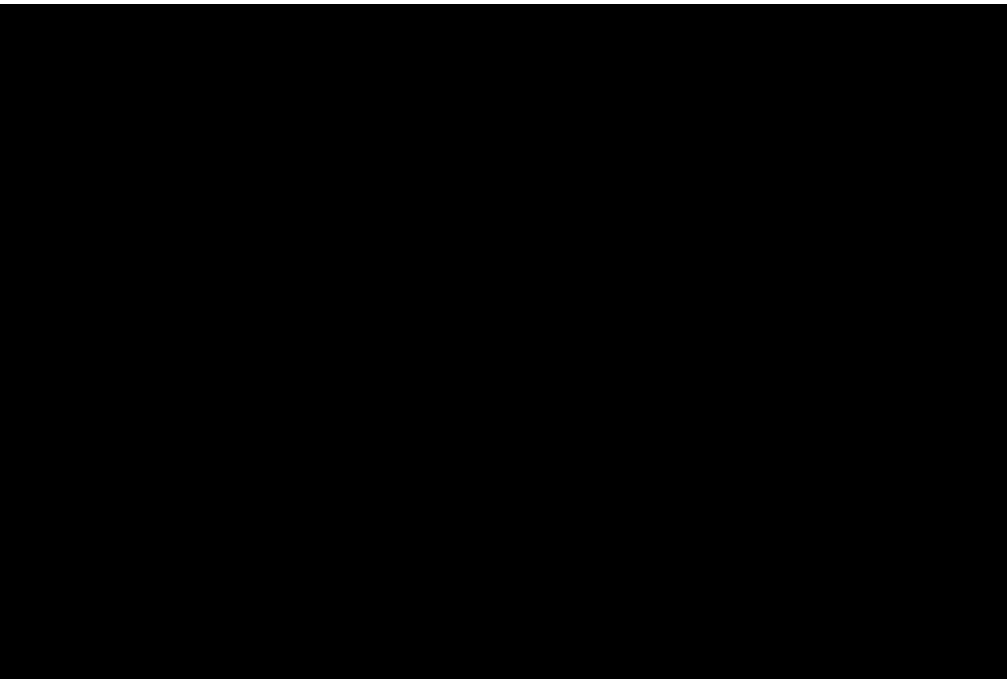
N/A

If Option E is used

The forecast of the prices is



Resolving and avoiding disputes



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

N/A

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

N/A

named suppliers are

N/A

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

N/A

N/A

%

%

%

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

The *people rates* are

category of person

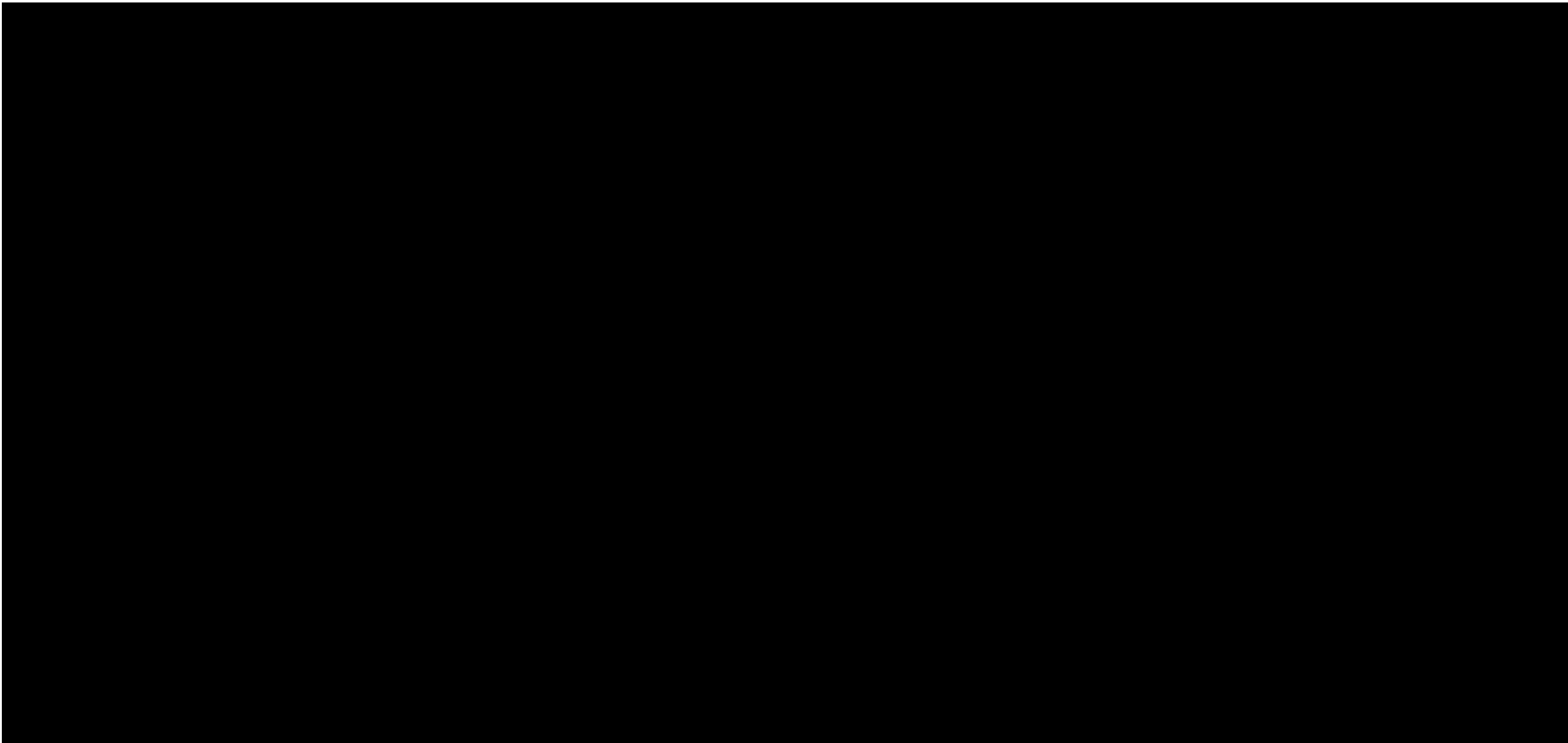
unit

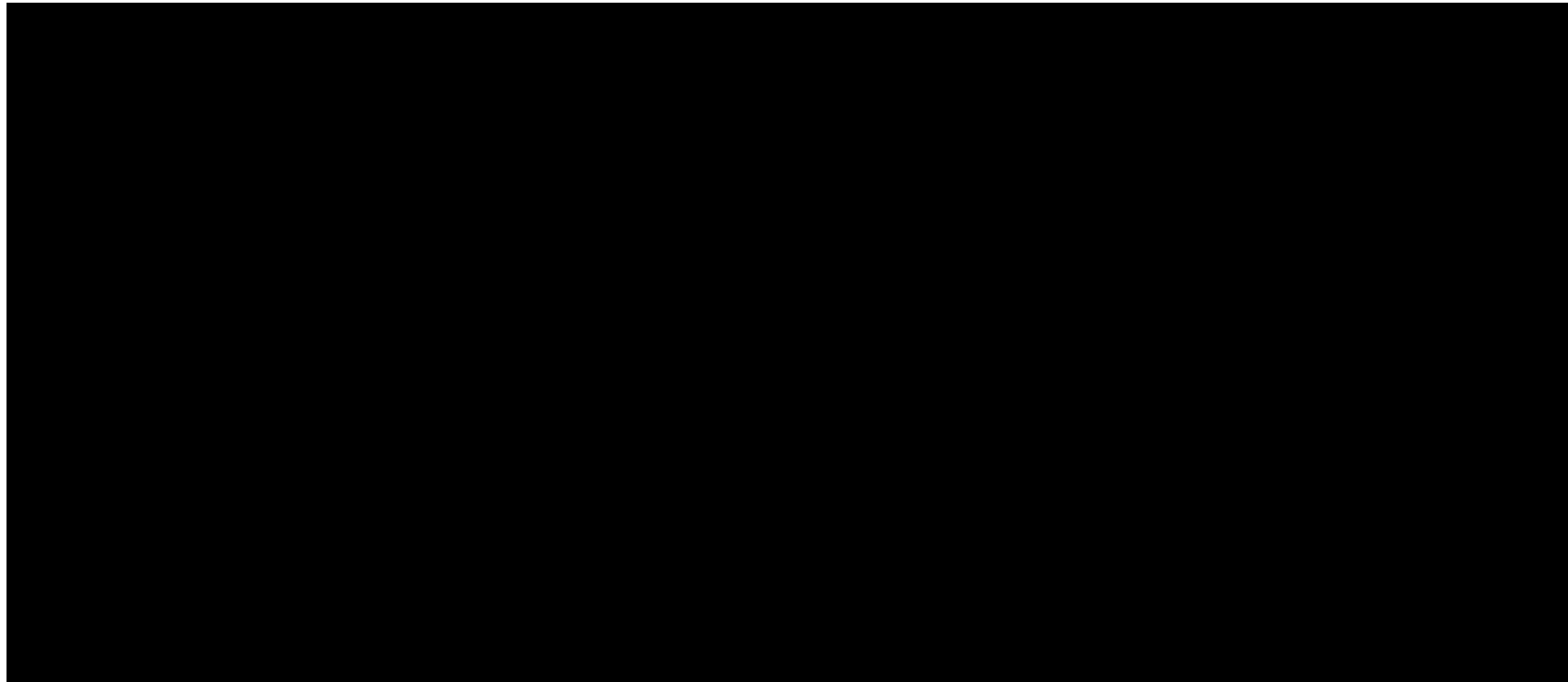
rate

N/A

N/A

N/A





Project / contract Information

Revision history

customer service line
03708 506 506
www.environment-agency.gov.uk

Details of the Scope

Details of the Scope are as follows.

1. Description of the work:

1.1. Objective

The Environment Agency is at the forefront of tackling the climate emergency. We take an asset management approach that not only provides climate resilience to the communities we serve, but also helps meet our sustainability goals and carbon reduction ambition. We manage and operate our assets safely, reliably and demonstrate value for money which benefits our customers and the environment now and into the future.

The Operator, Maintainer & Responder (OMR) programme is a change programme being developed alongside our new Asset Management Strategy and Target Operating Model. It will enable our front-line Asset Operations Teams to be confident and competent to meet the challenges of climate change; leading and managing the operation, maintenance, and response for our assets to protect our communities, vital services, and the environment.

We are developing a business case for a consistent and sustainable new delivery model to meet the increasing demands on our staff and on our assets. It will reflect the range and complexity of assets we operate across our Areas and will ensure we have the right people with the right competencies in the right roles with the right funding, structures, systems and processes to:

- Safely, reliably and sustainably operate our assets to reduce flood risk, protect the environment and provide essential services.
- Manage and deliver a safe, cost effective and sustainable maintenance programme with our framework partners that ensures assets operate when we need them to and minimises the need for contingencies.
- Effectively deploy contingencies if those assets don't operate as expected and minimise the impact on communities and customers.

From April 2023 we will be refining the business case, engaging with the wider business and developing implementation plans.

1.2. Outcome Specification

The OMR Programme team is small and we require additional resource to help manage the programme and the individual workstreams as we move towards implementation.

Support required April for 12 months:

- G5 Project Manager (0.5 FTE)
- G4 Project Support Officer (0.5 FTE)

Outcomes required

a) Project Manager

We are looking for experienced Project Manager to join the Environment Agency's Flood and Coastal Risk Management (FCRM) directorate. You'll be at the heart of delivering an innovative business improvement project.

Our projects include work to develop new IT solutions, create digital platforms, find better ways to communicate with stakeholders, create systems for monitoring and managing our flood assets, improve the use and quality of our data, change the way we plan for and respond to flooding and include new ways to reduce our carbon impact and adapt to climate change

You will need to establish effective working relationships with colleagues from across the Environment Agency and our partners and suppliers, to ensure that our projects are effectively delivered and embedded.

b) Project Support Officer

Project Support Officer to work in the Environment Agency's Flood and Coastal Risk Management directorate. You will be an important part of a team managing innovative improvement project.

You will work with a project manager and subject matter experts. The role is varied and draws on a diverse range of transferrable skills. You will help your team with financial management and cost control, planning, tracking, and reporting progress and results, monitoring risks and issues, maintaining official records of team meetings, and communicating on behalf of the team.

2. Constraints on how the *Consultant* provides the *services*

a) The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken.

3. Exclusions

a) Not applicable.

4. Specifications or standards to be used

a) Not applicable.

5. Specific Project Requirements

a) Project Manager

Experience/skills required

We are looking for motivated individuals with good engagement, communication and influencing skills, and who have demonstrable experience of:

- Delivering business change projects and working to best practice standards.
- Planning and delivering successfully in a project environment.
- Effectively managing project risks, finances and communications and engaging with internal and external stakeholders to ensure that outputs are delivered successfully to achieve the required benefits.
- Support in the writing of compelling, comprehensive business cases.
- Leading with credibility, respect, and co-operation with those you work with.
- Working with uncertainty and finding innovative solutions to solve problems.

Essential:

- Using Microsoft Office.
- Strong data and information management skills.
- Professional PPM qualifications like MAPM status, accreditation in Prince2 / Agile.

b) Project Support Officer

Experience/skills required

- Organised, pro-active, willing to learn and have good attention to detail.
- Good engagement, communication and influencing skills.
- Working in a project delivery environment.
- Contributing to a change project in a professional working environment.
- Effectively communicating and engaging with internal and external stakeholders, which will allow you to work collaboratively with customers across the business.
- Working with uncertainty and finding innovative solutions across the business.

Essential:

- Using Microsoft Office.
- Strong data and information management skills.

6. Services and other things provided by the *Client*

- a) Access to project specific SharePoint site.

Dispute resolution process

1.1 To raise a dispute:

- i. the decision giving rise to the dispute must have been communicated under the contract in accordance with clause 13,
- ii. the party who disputes the decision raises its dissatisfaction with the decision within 28 days of the decision being communicated and communicates this dissatisfaction in accordance with clause 13 of the PSC, otherwise the decision is deemed undisputed/accepted; and
- iii. the issue becomes a formal Dispute and is addressed in accordance with Option W2 of the contract.

1.2 The Dispute is initially raised to the *Client's* Assurance Representative by the *Consultant's* Project Manager, or *Client's* Project Executive, within 28 days of the decision being communicated. The *Consultant's* Project Manager and *Client* Project Executive each provide a written submission in support of their case within one week of the Dispute being raised. The *Client's* Assurance Representative determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the framework and call-off contract, and communicates their decision and reasons to both parties in accordance with the call-off contract within two weeks of receipt of the written evidence.

1.2.1 If either party remains dissatisfied with the decision the dispute is escalated to the *Client's senior representatives* by the *Consultant's* Framework Manager or the *Client's* Project Executive within two weeks of the *Client* Assurance Representative's decision being communicated. The *Consultant's* Framework Manager and *Client's* Project Executive provide a written submission in support of their case within one week of the escalation. The *Client's senior representatives* determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the framework and call-off contract, and communicates their decision and reasons to both parties in accordance with the call-off contract within two weeks of receipt of the written evidence.

1.2.2 If either party remains dissatisfied with the decision, the dispute is escalated to the *Client's* Deputy Director Portfolio Delivery Office, by the *Consultant's* Programme Director or the *Client's* Project Executive, within two weeks of the *Client senior representatives* decision being communicated. The *Consultant's* Programme Director and the *Client's* Project Executive provide a written submission in support of their case within one week of the escalation. The *Client's* Deputy Director Portfolio Delivery Office determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the framework and call-off contract, and communicates their decision and reasons to both parties in accordance with the call-off contract within two weeks of receipt of the written evidence.

1.2.3 If either party remains dissatisfied with the decision the dispute may be referred to adjudication.

1.3 During dispute proceedings all parties have a duty to continue their performance under this contract.