



Framework:

Collaborative Delivery Framework

Supplier:

**BAM Nuttall Ltd** 

**Company Number:** 

00305189

Geographical Area:

East

**Project Name:** 

**Thames Lower Risk Debris Screens** 

**Professional Service Contract** 

Project Number: ENV0004743C

**Contract Type:** 

Option:

Option E

**Contract Number:** 

37158

Stage:

SOC\_to\_OBC

Revision	Status	Originator	Reviewer	Date



## PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

**Project Name** 

Thames Lower Risk Debris Screens

Projest Number

ENV0004743G

This contract Is made on 26 September 2022 between the *Client* and the *Consultant* 

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 between the Client and the Consultant In relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
   EA Lower Risk Debris Screen Programme Thames (THM)
   Inspection, Initial Assessment and appraisal of preferred Option Scope V3 dated 5th September 2022

# 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 Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Option for resolving and Main Option E W2 avoiding disputes Secondary Options X2: Changes in the law X9: Transfer of rights X10: Information modelling X11: Termination by the Client X18: Limitation of liability X20: Key Performance Indicators 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 The contractor is to carry out the Initial Assessment and Minor Outline design to take this to FBC The Client is Enivornment Agency Address for communications Address for electronic communications The Service Manager is Address for communications

following Completion or earlier termination

Address for electronic communications

The Service Manager is Address for communications

Address for electronic communications

The Scope is in Lower risk Debris Screens PSC Scope for INA and Outline Design THM v3.xls

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

The following matters will be included in the Early Warning Register

The period for retention is

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

key date conditions to be met '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 4 weeks

3 Time

The starting date is 26 September 2022

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

access date access Access to Site 26 September 2022 26 September 2022 Asite FastDraft 26 September 2022

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

The completion date for the whole of the service is 31 March 2024

The period after the Contract Date within which the  ${\it Consultant}$  is to submit a first programme for acceptance is 4 weeks

#### 4 Quality management

The period after the Contract Date within which the  ${\it Consultant}$  is to submit a quality policy statement and quality plan is

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  ${\it E}$  sterling

The assessment interval is

Monthly

The forecast of the Prices is

The expenses stated by the Client are as stated in Schedule 9

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

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

## 6 Compensation events

These are additional compensation events

'not used'

2. 'not used'

'not used' 'not used'

4. 5. 'not used'

#### 8 Liabilities and insurance

These are additional Client's liabilities

'not used' 'not used'

'not used'

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

MINIMUM AMOUNT OF PERIOD FOLLOWING COMPLETION OF THE COVER WHOLE OF THE SERVICE OR TERMINATION EVENT

use the skill and care each claim, without limit to normally used by professionals providing each claims services similar to the service

The Consultant's failure to £5,000,000 in respect of

6 years after Completion

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with the Consultant Providing the Service

6 years after Completion

Death of or bodily injury to Legal minimum in respect the employees of the of each claim, without limit Consultant arising out of and in the course of their employment in connection with the contract

For the period required by law

The Consultant's total liability to the Client for all matters arising under or in connection with the £5,000,000 contract, other than the excluded matters is limited to

#### Resolving and avoiding disputes

The tribunal is litigation in the courts

The Adjudicator is Address for communications 'to be confirmed' 'to be confirmed'

Address for electronic communications

'to be confirmed'

The Adjudicator nominating body is

The Institution of Civil Engineers

#### Z Clauses

#### Z1 Disputes

Delete existing clause W2.1

#### **Z2** Prevention

- 22 Prevention

  The text of clause 18 Prevention is deleted.

  Delete the text of clause 60.1(12) and replaced by:

  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

Add the following 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
   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 Schedule of Cost Components are as detailed in the Framework Schedule 9

Issues requiring redesign or rework on this contract due to a fault or error of the Consultant 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.

#### 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 certificate.
Delete existing clause 51.2 and replace with

- 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.

Ta 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

#### Z25 Risks and insurance

The Consultant is required to submit insurances annually as Clause Z4 of the Framework Agreement

## **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 2 weeks

### **OPTION X18: Limitation of liability**

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

£1,000,000

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

£5,000,000

The end of liability date is

6 years

after the

Completion of the whole of the service

## **OPTION X20: Key Performance Indicators (not used with Option X12)**

The incentive schedule for Key Performance Indicators is in

Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of

3 months

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

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

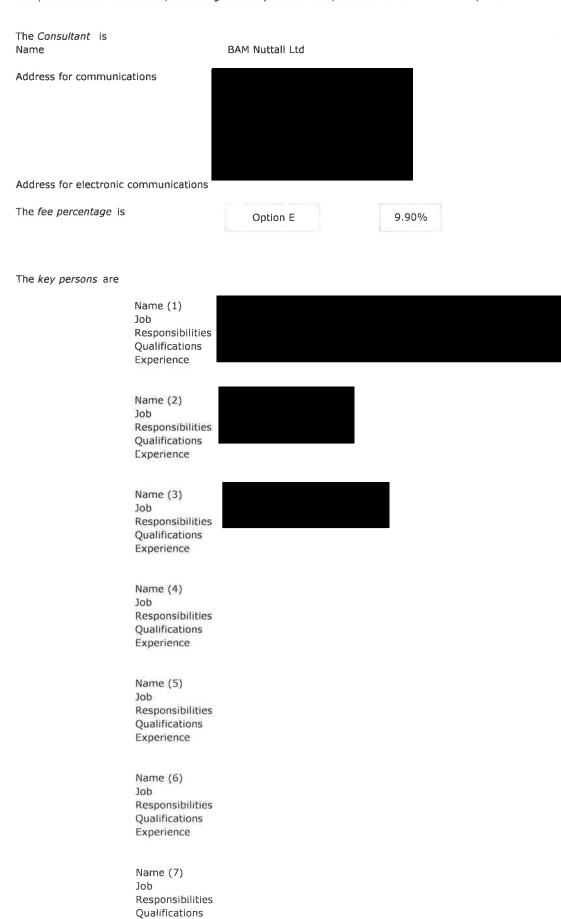
term

beneficiary

## 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



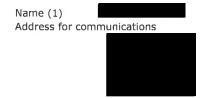
Experience

## 3 Time

The programme identified in the Contract Data is

## Resolving and avoiding disputes

The Senior Representatives of the Consultant are



Address for electronic communications



Address for electronic communications

**X10: Information Modelling** 

The *information execution plan* identified in the Contract Data is

# **Contract Execution**

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

Signature	Date	Role	

## **Consultant** execution

Signed Underhand by [PRI	NT NAME]	for and on behalf of	BAM Nuttall Ltd	
Signature	Date	Role		