



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.

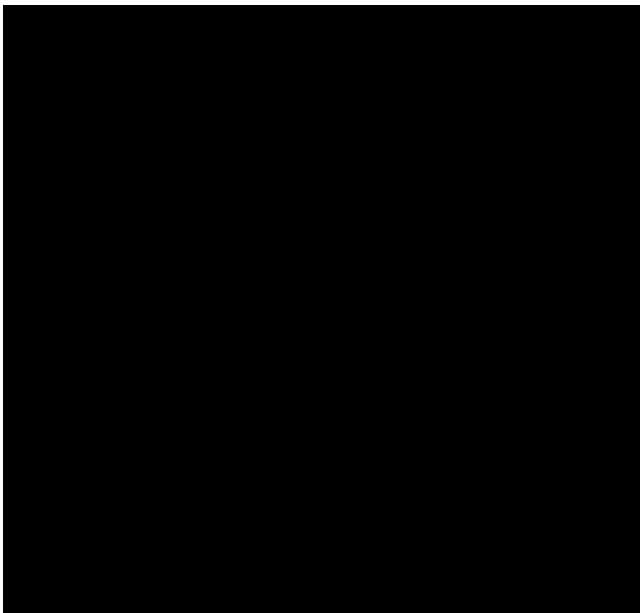
Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Gleeds LLP for Cost Manager services (the *service*).

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).

Executed under hand

by



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, Z1, Z2, Z3 Z8, Z9, Z12, Z125, Z130, Z131

The *service is*

Provide Cost Manager for the Littleborough Flood Risk Management Scheme.

This is for an initial period of 24 months but the parties can agree to extend through a single contract extension or multiple extensions for an additional period of up to 24 months or period of time that allows for services to be procured under a new EA or alternative framework, which ever may be the later date

The *Client is*

Name

Environment Agency

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The *Service Manager is*

Name

Address for communications

Environment Agency
Richard Fairclough House
Knutsford Road
Warrington
Cheshire
WA4 1HG

Address for electronic communications

[REDACTED]

The Scope is in

PSC Scope Cost Management 2025 Final (see attached in annex 1)

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This page has been amended in 2019

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

[REDACTED]

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

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

condition to be met

key date

(1)		
(2)		
(3)		

date

If Option A is used

The *Consultant* prepares forecasts of the total expenses at

4 weeks

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

4 weeks

3 Time

The starting date is

03/09/2025

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	access	access date
(1)	All people, places and systems	03/09/2025
(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

02/09/2027

If no programme is
The *Client* provides access
to the following persons,
places and things

The period after the Contract Date within which the

entified in part two of the *Consultant* is to submit a first programme for acceptance is
ontract Data

2 weeks

4 Quality management

id
C

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 <i>expenses</i> stated by the <i>Client</i> 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 Option C or E is used
overhead are

The locations for which the

If the period in which

The period within which payments are made is and the *Client* states any *Consultant* provides a charge locations for the cost of support people and office

1 Month

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 in Financial Times

on 03/09/2025 (date)

6 Compensation events

If there are additional These are additional compensation events

Not used

8 Liabilities and insurance

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

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 are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally in respect of each claim, used by professionals providing works or earlier termination services similar to the <i>service</i> without limit to the number of	6 years following £5 million	Completion of the whole

claims

Loss of or damage to property 12 months
and liability for bodily injury to
or death of a person (not an employee of the *Consultant*) arising from or in connection in respect of each event, with the *Consultant* Providing without limit to the number of
the Service events

Whichever is greater of

£5 million or the amount

required by law

Death of or bodily injury to For the employees of the *Consultant* law of their employment in connection each event, without limit to the

Whichever is greater of
£5 million or the amount
required by law

period required by
arising out of and in the course
with the contract in respect of
number of events

The *Consultant* provides these additional insurances

(1) Insurance against

n/a

Minimum amount of cover is

n/a

The deductibles are

n/a

This page has been amended in 2019

(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 million

Resolving and avoiding disputes

The *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

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

Name (2)

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

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	The <i>law of the project</i> is	The law of England and Wales, subject to the jurisdiction of the courts of England and Wales
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X9: Transfer of Intellectual Property Rights

X10: Information modelling

If Option X10 is used

If no <i>information</i> a first <i>execution plan</i> is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Consultant</i> is to submit Information Execution Plan for acceptance is	2 weeks
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X11: Termination by the Client

X18: Limitation of liability

If Option X18 is used	The <i>Consultant's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	£5 million
	The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to	£5 million
The <i>end of liability date</i> is years after the Completion of the	6	whole of the <i>service</i>

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 days after the date on which payment becomes due

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.

Z 130 Rate adjustment

Z130.1 The Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate *Framework Prices*.

Z130.2 (Option C ONLY) The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

Z 131 Change to the Schedule of Cost Components

Add clause 11.2(19) The People Rates are the people rates unless later changed in accordance with the contract and provided that at all times and under any circumstance howsoever arising the People Rates do not exceed the equivalent and directly comparable Framework Price as set out in Crown Commercial Services (CCS) Construction Professional Services Framework RM6165.

In the Schedule of Cost Components delete the section titled People and replace with:

People

1 The following components of the cost of people.

11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work on the contract

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

Gleeds LLP

Address for communications

58 Berners Street
London
W1T 3NQ
United Kingdom

Address for electronic communications

Lucinda.Seagrave@gleeds.com

The *fee percentage* is %

0

The *key persons* are

Name (1)

[REDACTED]

Job

Project Director

Responsibilities

Cost Management Support

Qualifications

BSc (Hons) Quantity Surveying
BA (Hons) Public Service Management
NEC 4 Accreditation
IEMA Certificate – Carbon Management
An Introduction to Flood Risk and
Resilience (CIWEN Course)

Experience

>18 years of industry experience
Worked with major water companies
including Environment Agency, Anglian
Water, Welsh Water, Wessex Water and
United Utilities.

Name (2)

n/a Commercial lead on projects with values
ranging from £100k to £80 million

Job

n/a

Responsibilities

n/a

Qualifications

n/a

Experience

n/a

The following matters will be included in the Early Warning Register

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2 The Consultant's main responsibilities

If the *Consultant* is to The Scope provided by the *Consultant* is in provide Scope

PSC Scope Cost

Management 2025 Final
(see attached in annex 1)

5 Payment

If the *Consultant* states
expenses

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

item

amount

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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

The *Senior Representatives* of the *Consultant* are

Name (1)

--

Address for communications

58 Berners Street
London
W1T 3NQ
United Kingdom

Address for electronic
communications

--

Name (2)

--

Address for communications

58 Berners Street
London
W1T 3NQ
United Kingdom

Address for electronic

communications

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X10: Information modelling

If Option X10 is used

If an *information*
to be identified in
Data

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

2 weeks from Contract Start

Y(UK)1: Project Bank Account

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

~~named suppliers are~~

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

<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	%
<input type="text"/>	<input type="text"/>	%

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

The *people rates* are

category of person

unit

rate

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

ANNEX 1 – SCOPE DOCUMENT