



Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Stage:

Client Support Framework

06458527

National

DRC Asset Evaluation

Professional Service Contract

Option E

63918

Study_or_Service_NOT_Design

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project NameDRC Asset Evaluation

Project Number

This contract is made on
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation 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 within this contract.
- The following documents are incorporated into this contract by reference
Scope for DRC Asset Valuation Consultant v2.3
Pricing Schedule v1 Valuation Consultants
DRC Project Plan v1.6.mpp

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.

Main Option	Option E	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X7: Delay damages
- 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* isThe Depreciated Replacement Cost (DRC) Asset Valuation project exists to deliver a valuation of the Environment Agency's (EA) operational fixed assets in compliance with the Royal Institute of Chartered Surveyors (RICS) standards. The DRC project is driven

The *Client* isEnvironment Agency

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The Scope is in

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* is2 weeks

The *period for retention* is6 yearsfollowing 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 than2 weeks

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'

key date

The Consultant prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than4 weeks

The starting date is28 February 2022

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

The period after the Contract Date within which the Consultant is to submit a first programme for acceptance is4 weeks

4 Quality management

The period after the Contract Date within which the Consultant is to submit a quality policy statement and quality plan is4 weeks

The period between Completion of the whole of the service and the defects date is26 weeks

5 Payment

The currency of the contract is the £ sterling

The assessment interval isMonthly

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

The interest rate is
Base rate of the

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

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.
2.
3.

[illegible]

1. **Identify the main components of the system.**
 2. **Define the scope and objectives of the study.**
 3. **Review the literature related to the topic.**
 4. **Develop a methodology for data collection and analysis.**
 5. **Collect and analyze the data.**
 6. **Draw conclusions and discuss the implications of the findings.**
 7. **Write the report and present the results.**

The *Adjudicator nominating body* is [REDACTED]

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.

Z10 Change in Control

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the Client’s prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of 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 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.

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

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

The *end of liability date* is 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 due

Y(UK3): 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

The Consultant is

Name and company number

Address for communications

Address for electronic communications

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

The following matters will be included in the Early Warning Register

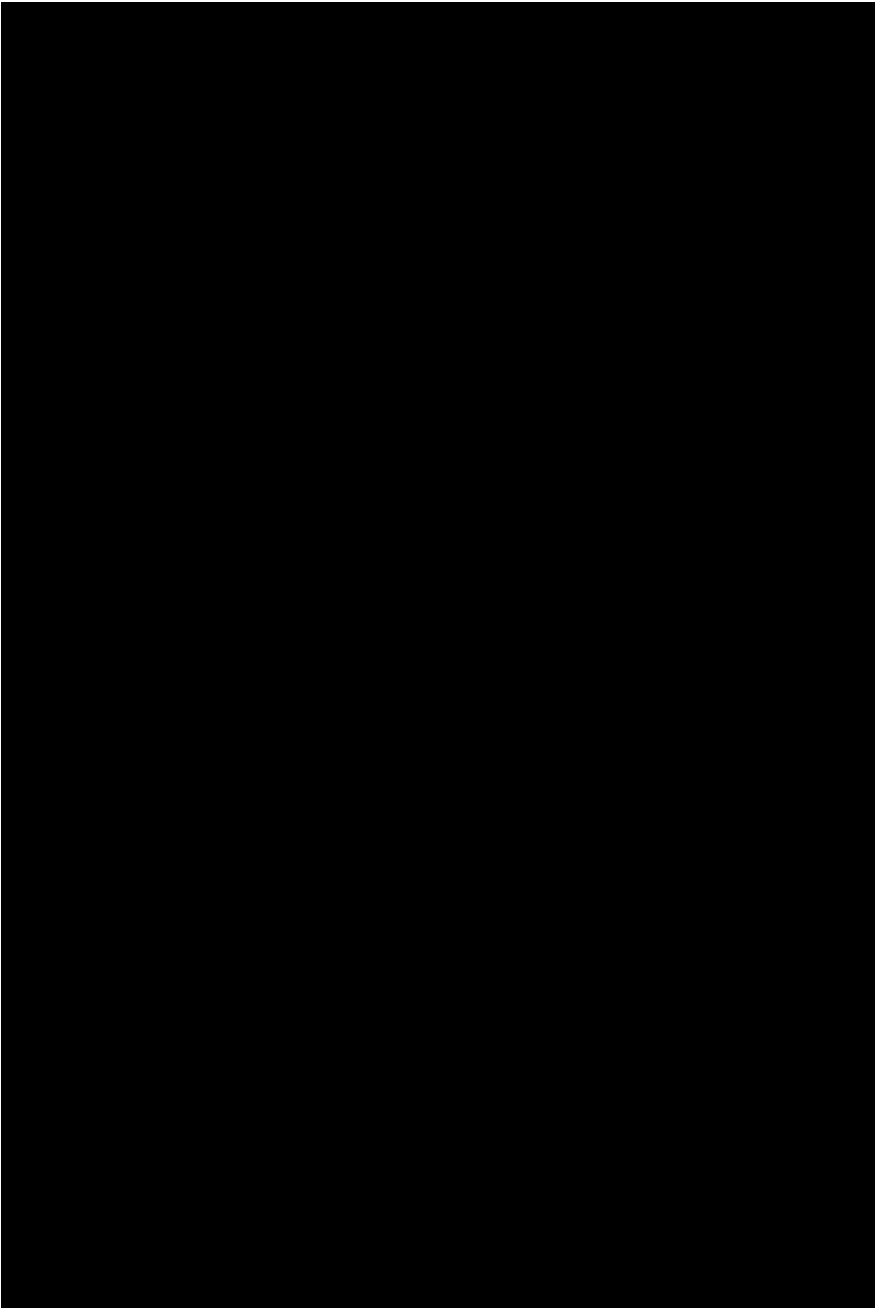
Availability of the named resource

3 Time

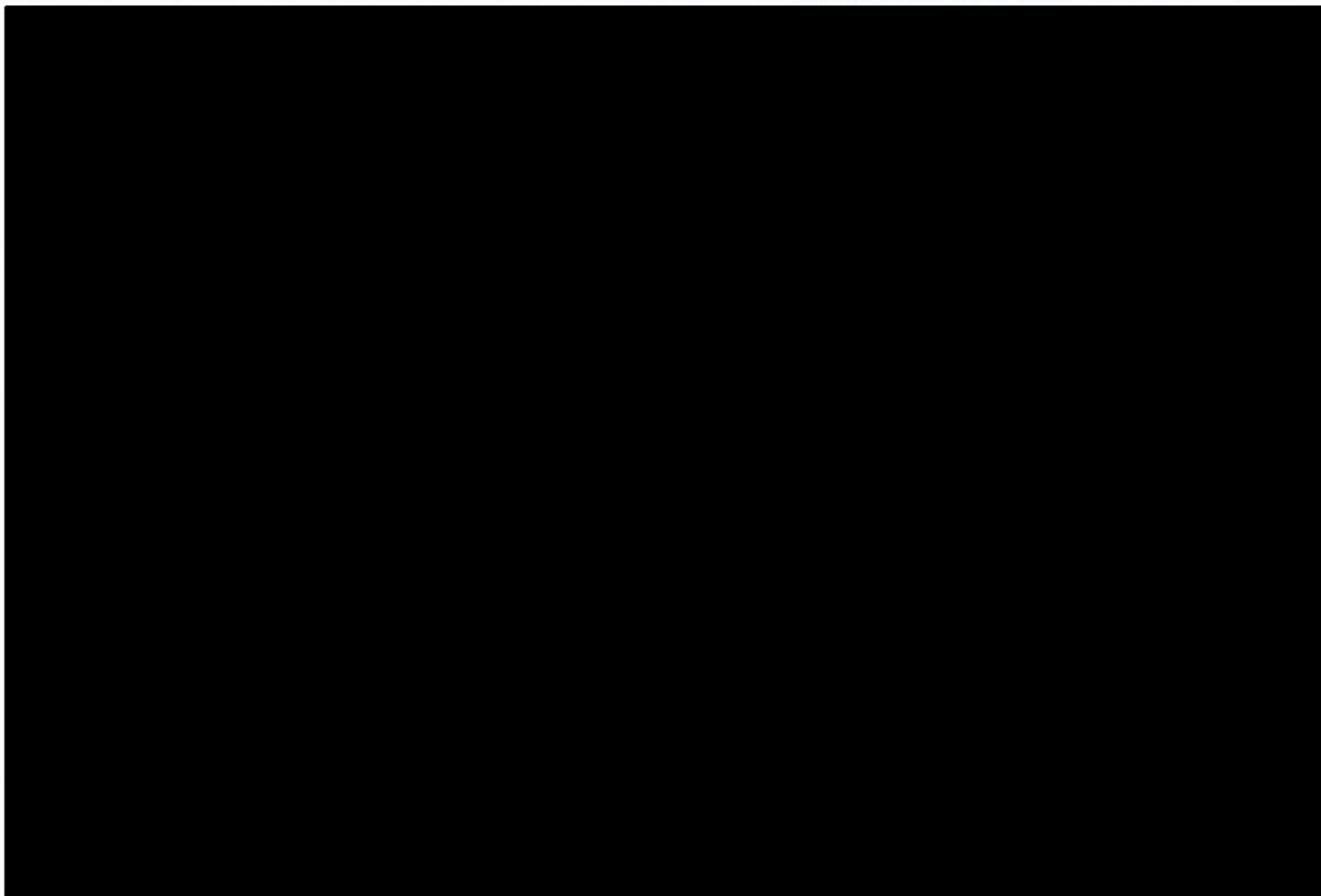
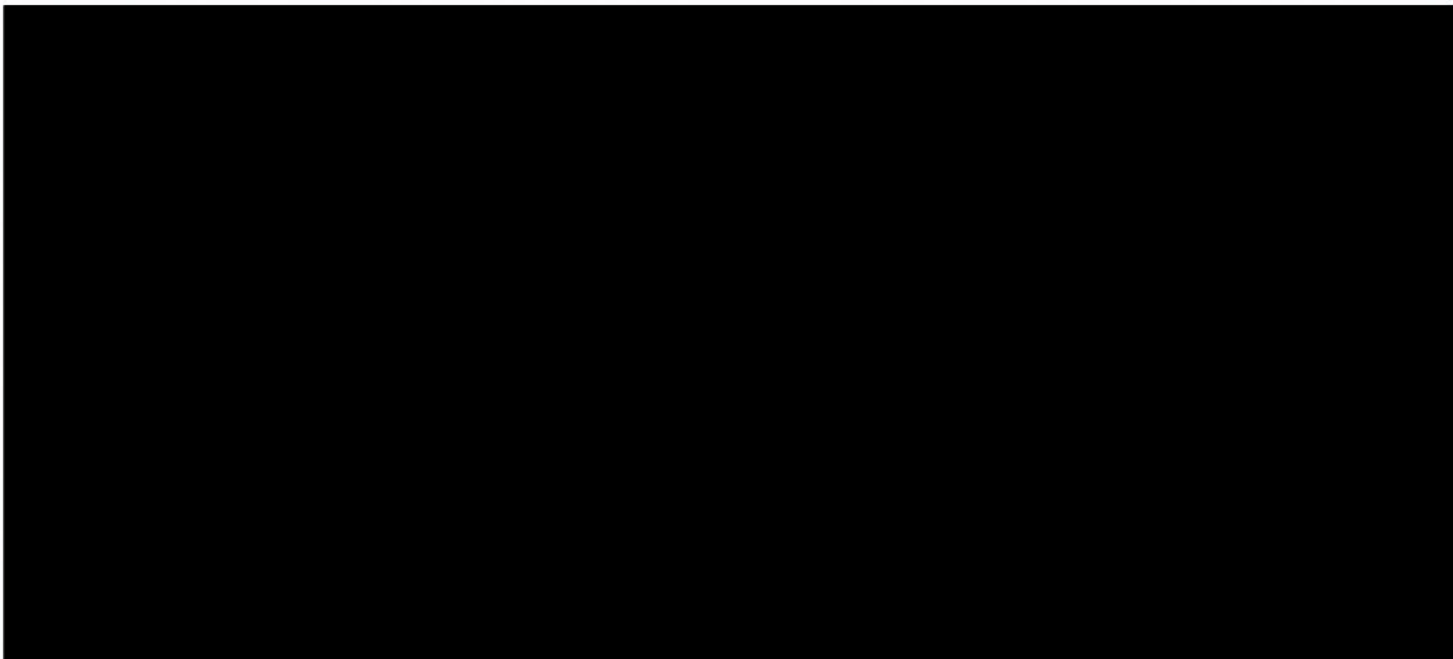
5 Payment

Resolving and avoiding disputes

X10: Information Modelling



The *information execution plan* identified in the Contract Data is
N/A

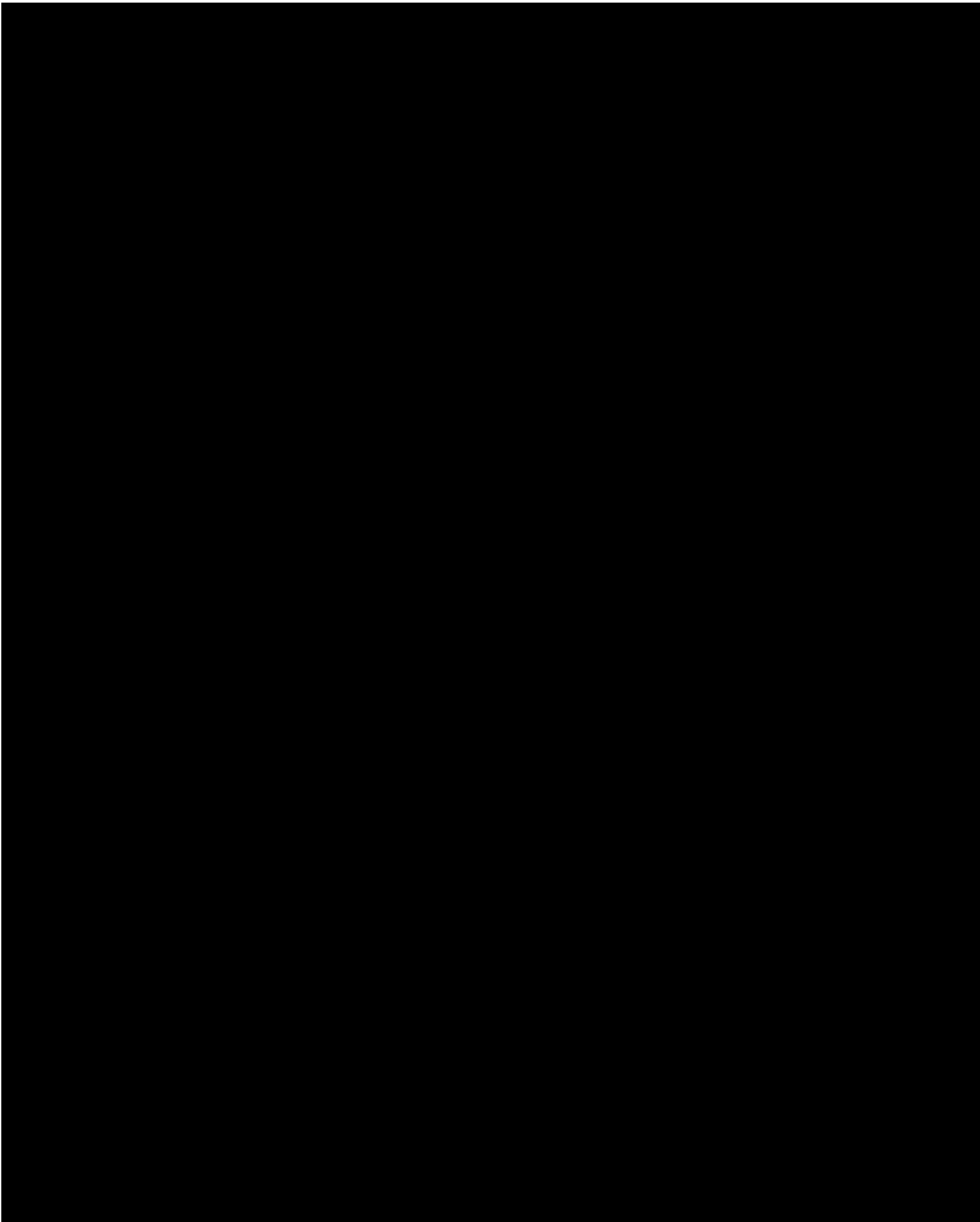


Lowest proposed totality of proposed rates and rates will score the highest marks

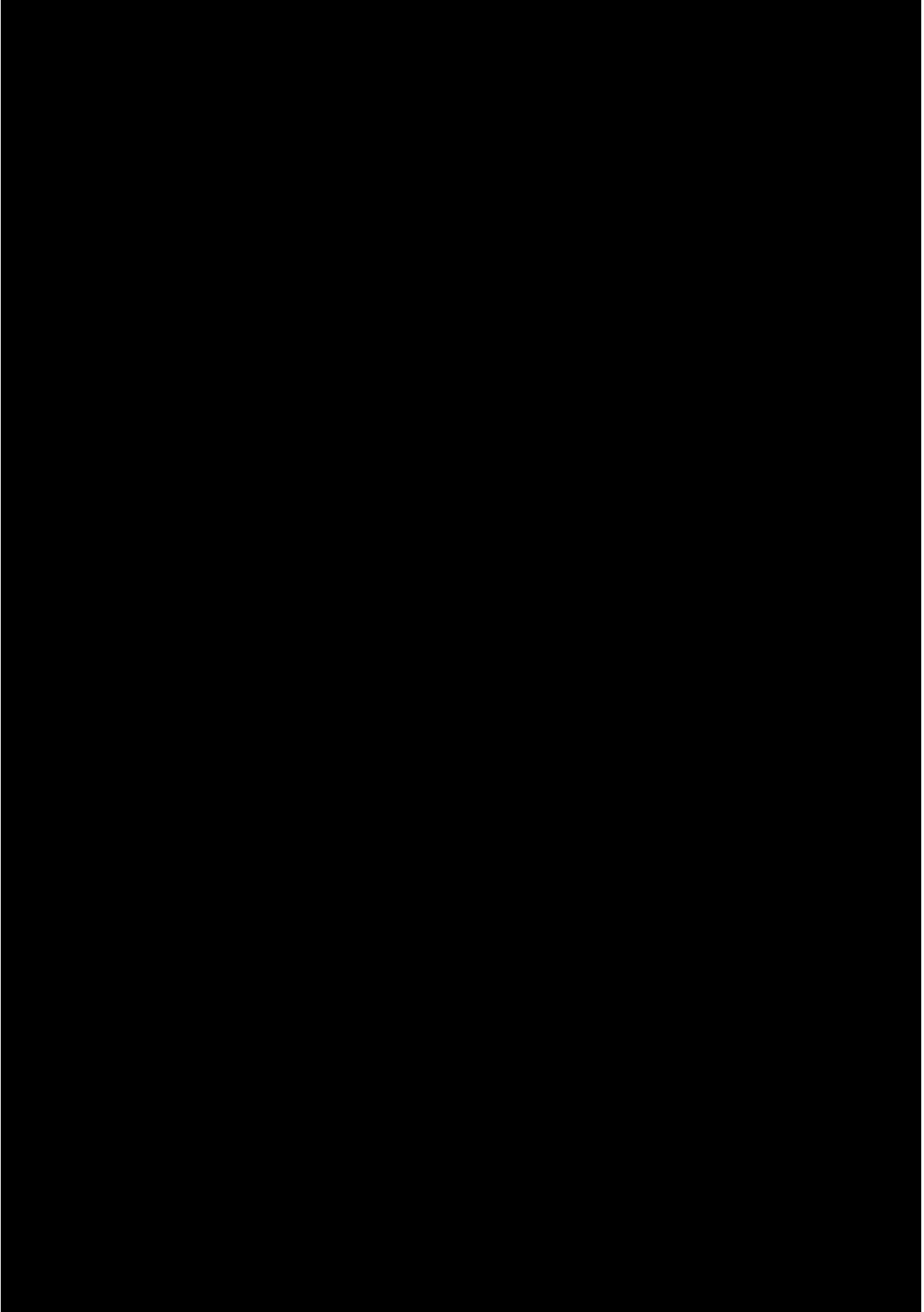
Flight Phase	Total Hours for Pilot
Pre-flight	1.0
Taxi	0.5
Takeoff	0.5
Climb	1.0
Cruise	1.0
Descent	0.5
Landing	0.5
Post-flight	0.5

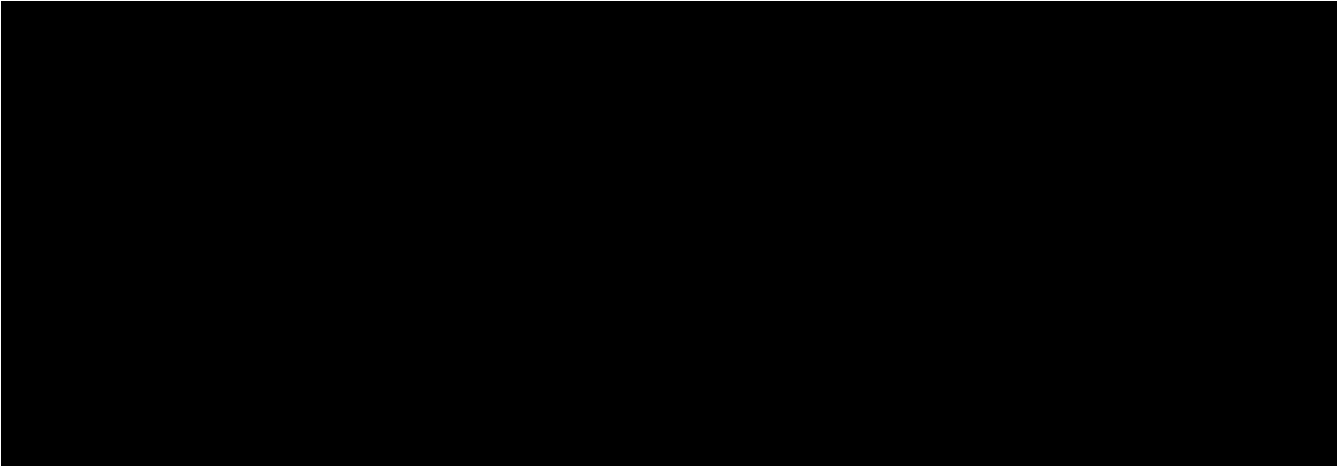
Total Hours for Pilot

[illegible]









Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	DRC Asset Valuation
Project reference	
Contract reference	
Date	17/12/21
Version number	v2.3
Author	

Revision history

Revision date	Summary of changes	Version number
26/08/21	Draft scope and programme produced	1.0
07/09/21	Scope and programme updated and finalised	1.1
27/11/21	General update to take account of revised scope and NAO/Deloitte discussion and project planning	2.1
09/12/21	Minor revisions to pilot scope following feedback from Finance	2.2
17/12/21	Clarification of contract options	2.3

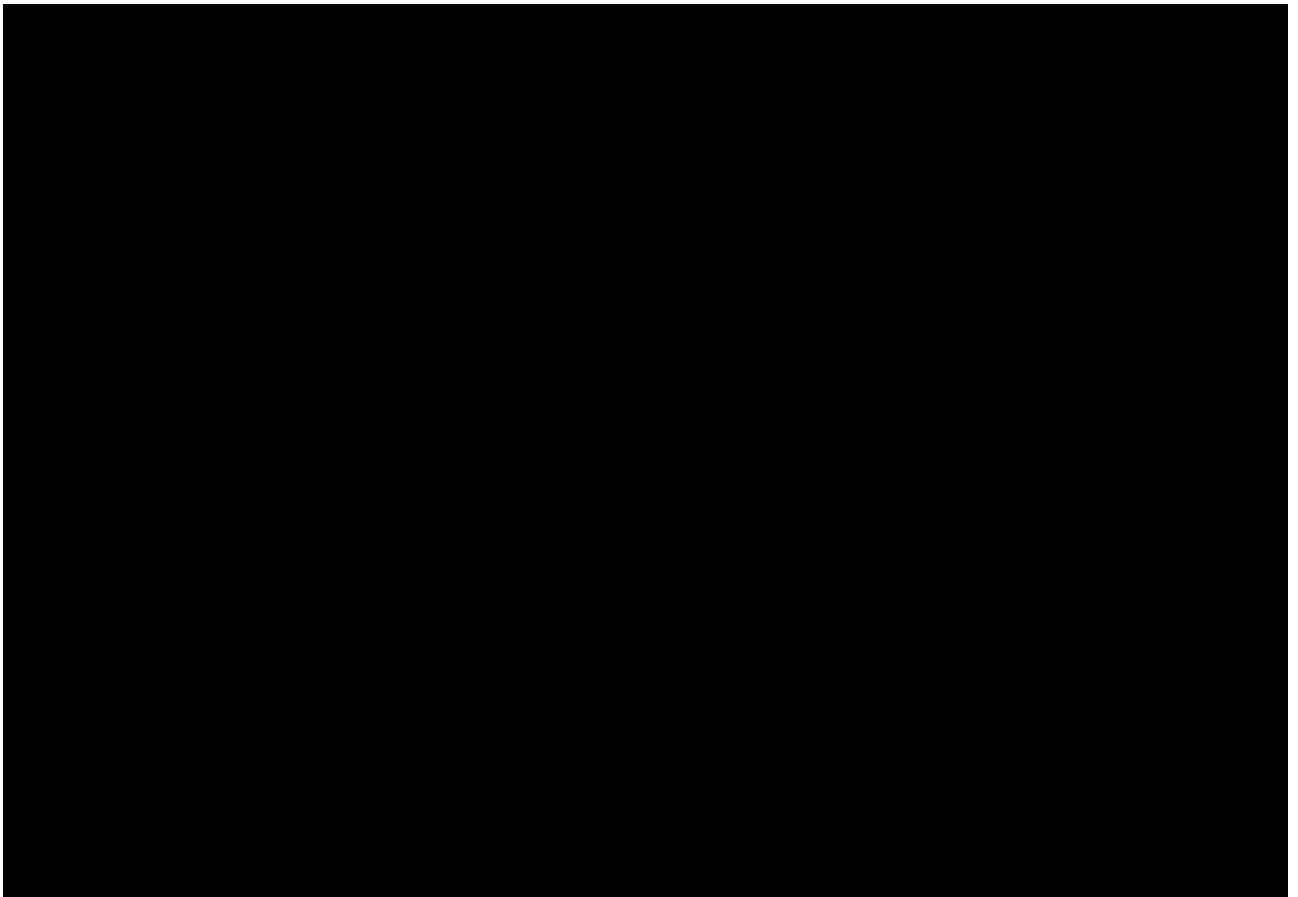
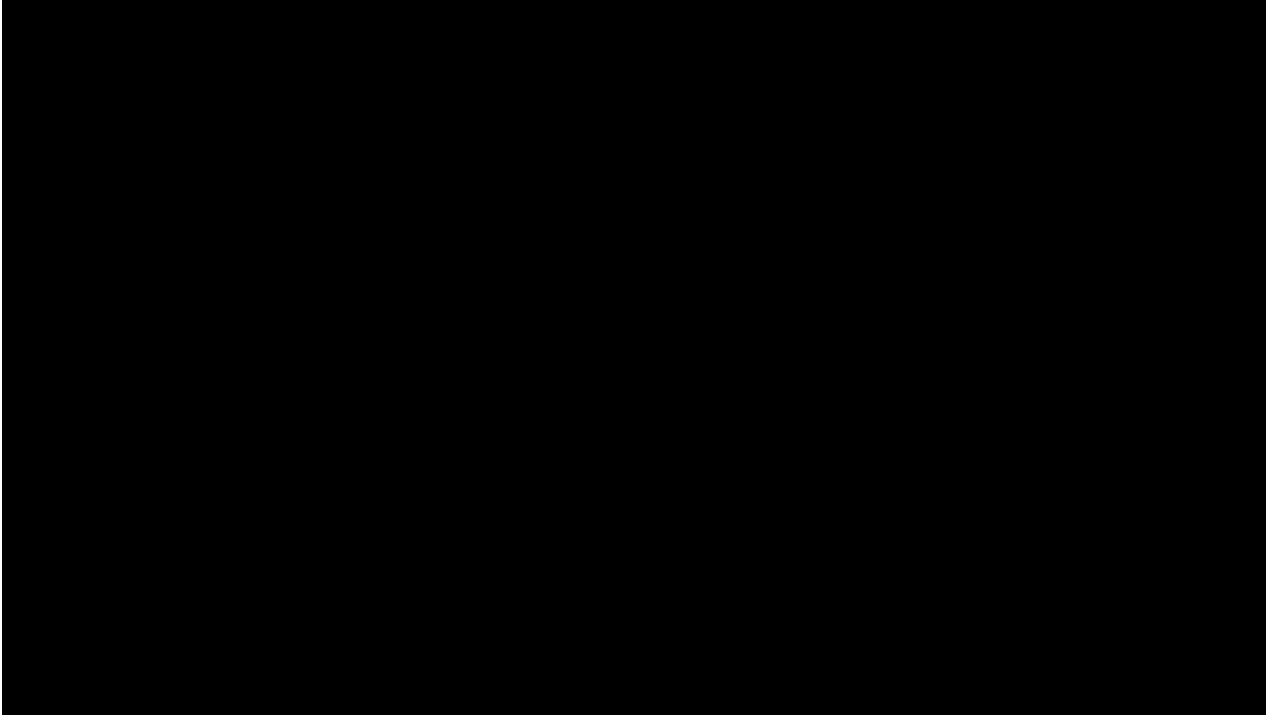
This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *services* are to be compliant with the following version of the Minimum Technical Requirements:

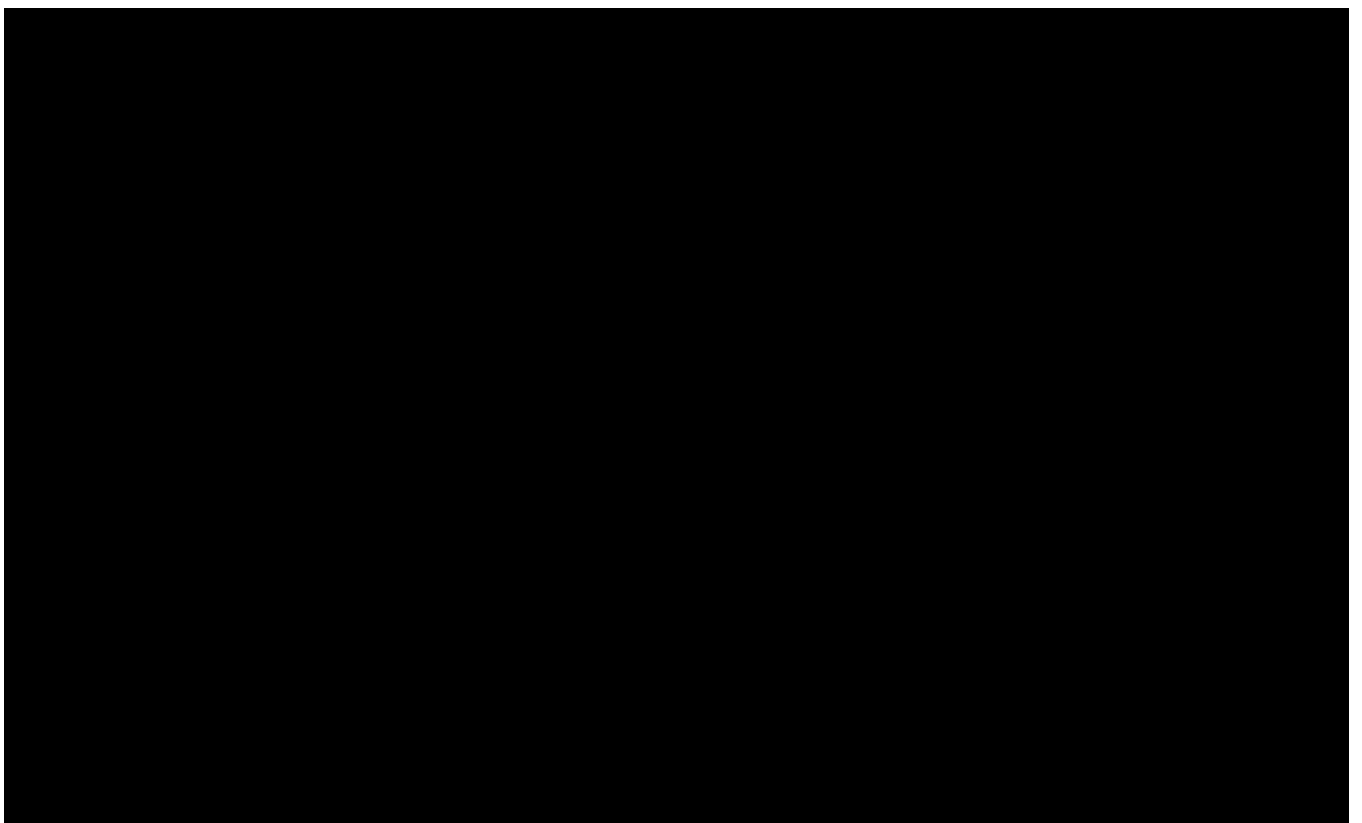
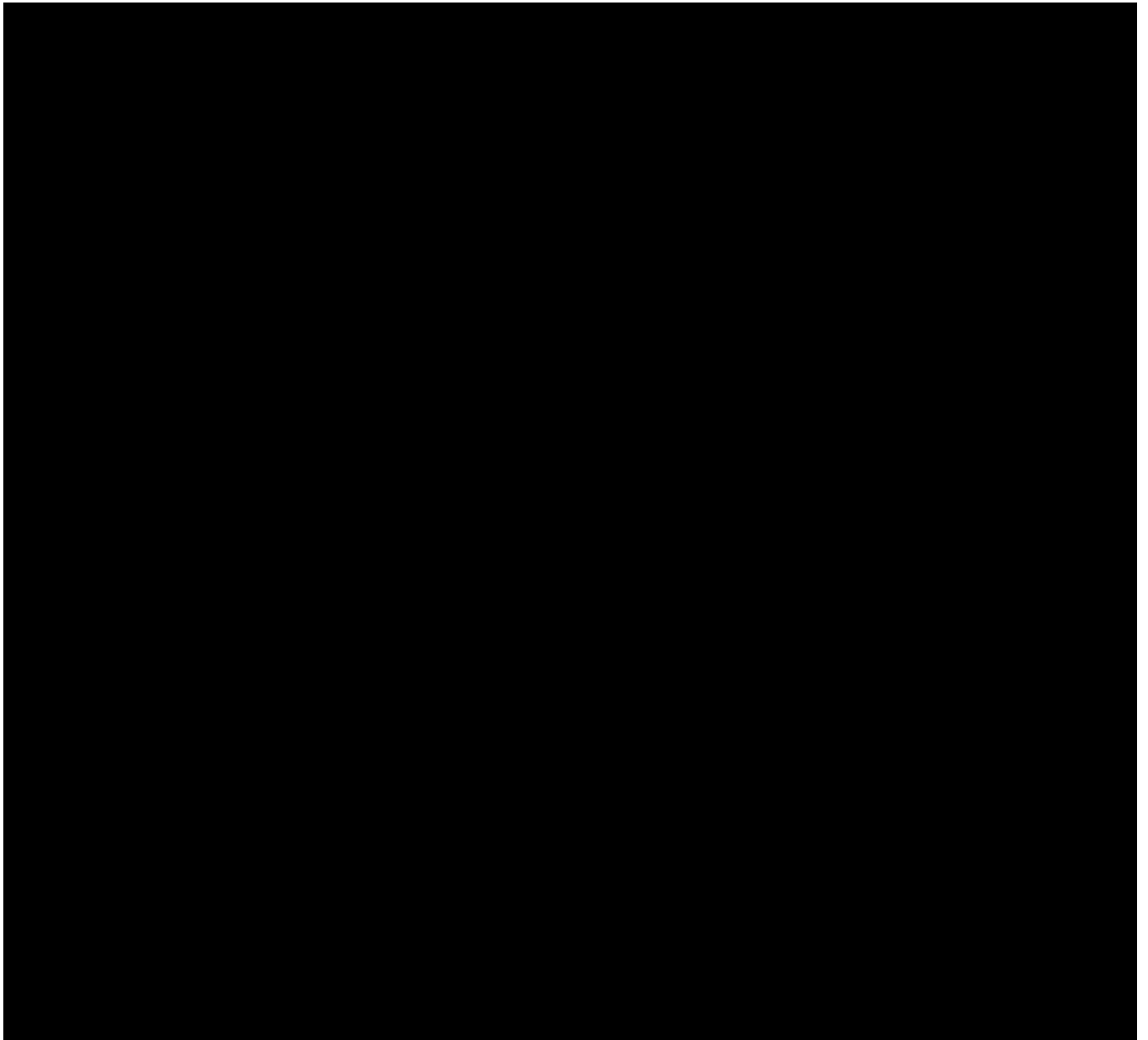
Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	Version 5	18/03/2020

DRC Asset Valuation – Details of the Services

Objective

The Depreciated Replacement Cost (DRC) Asset Valuation project exists to deliver a valuation of the Environment Agency's (EA) operational fixed assets in compliance with the Royal Institute of Chartered Surveyors (RICS) standards. The DRC project is driven by the need for the EA to produce a RICS compliant valuation and remove the National Audit Office's (NAO) qualification on the accounts.







[REDACTED]

[REDACTED]

[The following text is a dense, continuous block of illegible characters and symbols, likely representing a corrupted or redacted document. It contains no discernible words or structure.]