

Contract Name:

[REDACTED]

[REDACTED]

Contract Number:

[REDACTED]

Incorporated Documents

Insert Reference to the document(s) to be incorporated into the contract

X Clauses:

X5: Sectional Completion Yes No No Sectional completion

X7: Delay damages Yes No No Delay Damages

X8: Undertakings to Others Yes No No Undertakings to Others

X10: Information modelling Yes No X10: Information modelling applies

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

X13: Performance bond Yes No No Performance Bond

X18: Limitation of liability Yes No Limitation of Liability Applies

Use Pulldown - The end of liability date is '6' years or '12' years after the Completion of the whole of the service

Y Clauses:

Y(UK)1: Project Bank Account Yes No

Y(UK)2: Housing Grants, Construction and Regeneration Act 1996 Yes No HGCR Act Applies

14 Days The period for payment is 'XX' days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999 Yes No Rights of 3rd Parties Applies

Term	Beneficiary
insert term	insert beneficiary

Insert Named Suppliers Beneficiary - Named Suppliers (If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3.)

Service Description Insert a broad description of the service associated with the contract

Client Details:

Environment Client name
 insert address address line 5
 address line 6
 Email address for communications

Service Manager Details:

address line 6
 Email address for communications

The Scope is in:

CIB Analyst Professional Services Scope_20200430 insert filename / document location

Period for reply: 2 weeks Set at 2 weeks

Period for retention is: 6 Years Use Pulldown - Normally 6 years if signed underhand, 12 years if signed as deed

The following matters will be included in the Early Warning Register:

insert details insert matter
 insert details insert matter
 insert details insert matter
 insert details insert matter

Early warning meetings are to be held at intervals no longer than: 2 weeks Normally 2 weeks

The key dates and conditions to be met are:

condition to be met	key date
'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 4 weeks Normally 4 weeks

The starting date is: 27 July 2020 Insert Date

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

ACCESS	access dates
insert details	insert date
insert details	insert date
insert details	insert date

Guidance Notes

Option if it is essential to have some parts of the service completed before the whole of the service. Discuss with Commercial Lead

Option should be considered as default (unless Key Date's are considered more appropriate), X7 should always be used where sectional completion is included. Pre-calculate genuine loss, discuss with Commercial Lead

X8 should be included as appropriate

Normally 2 weeks

X13: This is an optional clause, which should be selected if a performance bond is required to be provided by the Consultant. Discuss with Commercial Lead.

This is an optional clause, which limits the liability of the Consultant. Discuss with Commercial Lead.

For contracts completed underhand, the term is 6 years. For contracts completed under deed, the term is 12 years (This would normally only occur on very high value contracts).

Project Bank Account auto-selects if the below condition is met: If there is a compelling reason not to use seek approval from the senior team Default use when the contract value is above £500,000

Framework level clause that always applies

Normally 14 days (Not exceeding 14 days) Discuss with Commercial Lead if not 14 days

Framework level clause that always applies. Please state any third party beneficiaries to the contract who are enabled to enforce it in future. Please also state the particular terms they are enabled to enforce.

If no beneficiary, insert 'not used' or leave as 'insert beneficiary'

Describe the service in brief

Enter email address

The Service Manager is responsible for managing this contract and would normally be the EA Project Manager

States in what documents the Scope information is located

State any matters which could affect the total of the Prices, or delay Completion, which are known at the time of preparing this contract

Key dates can impose significant risks on the Consultant in some circumstances and should only be used if really necessary. Use if a particular condition needs to be met for a third party to deliver their service.

List each condition and key date.

To be included and completed if Option C or E is used. The period is normally four weeks

insert the contract start date

If more than five access dates are required then please state the additional dates in the Scope.

insert details	insert date
insert details	insert date
If more than 5 areas are required add these in the Scope	insert date

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

Period should not be more frequent than needed for good management. Four weeks is default.

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

EA Project Manager shall state the required completion date.

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

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

The period between Completion of the whole of the service and the defects date is Normally 26 Weeks

Normally this would be 6 months for a consultancy contract, but seek guidance from Commercial Lead.

The interest rate is: insert baseline rate
 % per annum above the rate of the
 Bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used:
 Insert Number Select Period (pulldown)

Set at 1 month

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:

If there are additional compensation events:
 insert description of compensation event, or "not used"
 insert description of compensation event, or "not used"

The insertion of any additional compensation events must be agreed between the compiler and the Commercial Lead.

If there are additional Client's liabilities:
 insert description of liability to be taken, or "not used"
 insert description of liability to be taken, or "not used"
 insert description of liability to be taken, or "not used"

8 Liabilities and insurance - If the level of insurance cover

Not normally used

Z Clauses

Z5: Secondments Yes No

Z5: Secondments applies

Use as an option when appointing on a secondment basis



Framework:
Supplier:
Company Number:

[Redacted]

Geographical Area:
Project Name:
Project Number:

National
[Redacted]

Contract Type:
Option:

[Redacted]

Contract Number:

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name [REDACTED]

Project Number [REDACTED] SCLCM

This contract is made [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are
 condition to be met 'none set' key date
 '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 27 July 2020

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

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

The completion date for the whole of the service is 31 March 2021

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) above the 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 All UK Offices

The exchange rates are those published in on

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordar
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 are

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	██████████ in respect of each claim, without limit to the number of claims	12 years
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	Which ever is the greater of ██████████ 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 Consultant arising out of ██████████	██████████ 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 ██████████	██████████	██████████

Resolving and avoiding disputes

The tribunal is	litigation in the courts
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 Engineers

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 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
- Was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

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, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the Consultant in providing the services save where such claims, in the reasonable opinion of the Client, arise from or are contributed to by:

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

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 previous contract 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.

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.

Z11 Rate Increase Provision

Contracts with a duration of less than two years, which are extended over this duration by the Service Manager due to Client Scope increases, may apply a rate review as follows. The Consultant will charge the Client the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

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

OPTION X18: Limitation of liability

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

[REDACTED]

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

[REDACTED]

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 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

[REDACTED]

Address for communications

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

Address for electronic communications

[REDACTED]

The fee percentage is

[REDACTED]

[REDACTED]

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

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

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

[REDACTED]

The following matters will be included in the Early Warning Register

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) [REDACTED]
Address for [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED] [ma](#) [REDACTED]

[REDACTED] Andy Brodie
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED] eading
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]
N/A

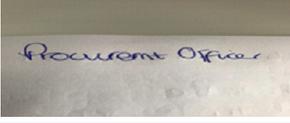
Contract Execution

Client execution

Signed [Redacted]

[Redacted]

[Redacted]



[Redacted]

Role

Consultant execution

Consultant execution

Signed [Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]