



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack was V4 in bidder pack)	Go live template (this document)
V2 updates to Z clauses to ensure they are applicable to Main Option and Framework Schedules	Under framework change process

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] for the CLA Strategy Development - Eden Natural Flood Management Modelling (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 2024 Mapping and Modelling Framework and executed the framework agreement

Executed under hand

by

[REDACTED] for and on behalf of the **Environment Agency** .(*Client*)

Signature:

[REDACTED]

05/09/2024 date

[REDACTED] for and on behalf of [REDACTED] (*Consultant*)

Signature:

[REDACTED]

Role: Director | Framework Manager

Date: 04/09/2024

(Named Suppliers)

[REDACTED]

Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

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

A

Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in the Law
X10 Information Modelling
X11 Termination by the Client
X18 Limitation of Liability
Y(UK)2, The Housing Grants Construction and Regeneration Act 1996

additional conditions of contract

Z1 Disputes
Z2 Prevention
Z3 Disallowable Costs
Z6 The Schedule of Cost Components
Z24 Requirements for Invoice

The *service is*

Development of catchment-wide modelling to quantify the potential impact of Natural Flood Management (NFM) measures on reducing flood risk in the Eden catchment.

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 WA4 1HT

Address for electronic communications

agency.gov.uk

The Scope is in

NEC4 Professional Services Contract (PSC) Scope - Eden NFM Modelling (v5 final 20_08_2024)

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

except that

- 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

[add]

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

2 weeks

2 The *Consultant's* main responsibilities

If the <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key date</i>	The <i>key dates</i> and <i>conditions</i> to be met are	
	<i>condition</i> to be met	<i>key date</i>
	(1) <div>Not used</div>	<div></div>
	(2) <div>Not used</div>	<div></div>
	(3) <div>Not used</div>	<div></div>

If Option A is used	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than	1 month
If Option C or E is used	The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than	Not applicable

3 Time

	The <i>starting date</i> is	02/09/2024
	The <i>Client</i> provides access to the following persons, places and things	
	access	access date
(1)	Asite <i>Client</i> Common Data Environment	04/09/2024
(2)	<i>Client</i> contract management system (FastDraft)	04/09/2024
(3)	<i>Client</i> Collaborative Delivery Community SharePoint	04/09/2024
	The <i>Consultant</i> submits revised programmes at intervals no longer than	1 month
If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>service</i>	The <i>completion date</i> for the whole of the <i>service</i> is	20/08/2025
If no programme is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is	4 weeks

4 Quality management

	The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is	4 weeks, if not previously provided by the <i>Consultant</i>
	The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	26 weeks

5 Payment

	The <i>currency of the contract</i> is the	£ sterling
	The <i>assessment interval</i> is	Monthly
If the <i>Client</i> states any <i>expenses</i>	The <i>expenses</i> stated by the <i>Client</i> are as stated in Schedule 2 of the Framework	
	The <i>interest rate</i> is	2 % per annum (not less than 2) above the
	Base	rate of the Bank of England 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

6 Compensation events

If there are additional

These are additional compensation events

None

8 Liabilities and insurance

If there are additional
Client's liabilities

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 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 used by professionals providing services similar to the <i>service</i>	£2 million in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works or earlier termination
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	Whichever is greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Whichever is greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	n/a
(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 arbitration

The *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

to be confirmed

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Environment Agency
Alchemy
Welwyn Garden City

Address for electronic communications

Name (2)

Address for communications

Lateral
8 City Walk
Leeds West Yorkshire LS11 9AT
United Kingdom

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

The *law of the project* is

The law of England and Wales, subject to the jurisdiction of the courts of England and Wales

X10: Information modelling

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

2 weeks

X11: Termination by the *Client*

X18: Limitation of liability

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

£5 million

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

£5 million

The *end of liability date* is 6 years after the Completion of the whole of the *service*

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

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

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 - Option A contracts only

Add sub-bullets to clause 60.1(1) second bullet, second sub-bullet:

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality
- 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

Z6 The Schedule of Cost Components

The Short Schedule of Cost Components are as amended in the Framework Schedule 2

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* approval of a fee note.

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made within one week after the paying Party receives an invoice from the other Party and If a certified payment is late, 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

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

Address for communications

Address for electronic communications

The *fee percentage* is

 %

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

2 The Consultant’s main responsibilities

If the Consultant is to provide Scope	The Scope provided by the Consultant is in	N/A
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5 Payment

If the Consultant states expenses	The expenses stated by the Consultant are any								
	<table><tr><td>item</td><td>amount</td></tr><tr><td>Sub-contract</td><td></td></tr><tr><td>In-person workshop travel expense</td><td></td></tr><tr><td></td><td></td></tr></table>	item	amount	Sub-contract		In-person workshop travel expense			
item	amount								
Sub-contract									
In-person workshop travel expense									

If Option A or C is used	The activity schedule is	Q24-0345 Modelling the Eden at Scale Activity Schedule v2.0.pdf
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Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1)	
Address for communications	
Name (2)	
Address for communications	

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

[REDACTED]

[REDACTED]

[REDACTED]

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

The *people rates* are

category of person (grade1-5)	Unit (hours)	Rate (Staff Grade Rate Cap £/hr)	Contract Rate Variance (≤1)	Contract <i>people</i> rate (£/hr)
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]