



<b>Framework:</b>	<b>Client Support Framework</b>
<b>Supplier:</b>	
<b>Company Number:</b>	
<b>Geographical Area:</b>	<b>National</b>
<b>Project Name:</b>	<b>Godstow Weir B Replacement</b>
<b>Project Number:</b>	<b>ENVIMSE100195</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option E</b>
<b>Contract Number:</b>	<b>32387</b>

Revision	Status		Originator		Reviewer		Date

Incorporated Documents

Godstow\_ Scope Template\_ECC PM CM 150321 v1

X Clauses;

X5: Sectional Completion

No Sectional completion

X7: Delay damages

No Delay Damages

X8: Undertakings to Others

No Undertakings to Others

X10: Information modelling

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

No Performance Bond

X18: Limitation of liability

Limitation of Liability Applies

£1,000,000.00

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

£5,000,000.00

The *Consultant* 's liability to the *Client* for Defects that are not found until after the *defects date* is limited to **£5 million**

6 years

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

No

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

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

Rights of 3rd Parties Applies

Term	Beneficiary
Insert term	Not Used
Insert term	Not Used
Insert term	Not Used
Insert term	Not Used

Not Used

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

ECC-PM & CM for Godstow Weir Replacement Works

Insert a broad description of the *service* associated with the contract

Client Details;

Client name

Environment Agency

Horizon House

Deanery Road

Bristol

BS1 5AH

address line 1

address line 2

address line 3

address line 4

address line 5

address line 6

Email address for communications

Service Manager Details;

Service Manager name

Environment Agency

Kings Meadow House

Kings Meadow Rd

Reading

RG1 8DQ

address line 1

address line 2

address line 3

address line 4

address line 5

address line 6

Email address for communications

The Scope is in;

Godstow\_ Scope Template\_ECC PM CM 150321 v1

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;

Not Used

Not Used

Not Used

Not Used

Insert matter

Insert matter

Insert matter

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'

Not Used

'none set'

Not Used

'none set'

Not Used

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;

5th April 2021

Insert Date

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

access

access dates

Godstow Weir B AsiteWorkspace

05 April 2021

FastDraft

05 April 2021

Insert details

Insert details

Insert details

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

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 less than £200,000, the limit is **£1,000,000**, for all other contracts the limit is **£5,000,000**

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 postal address

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.

The *Consultant* submits revised programmes at intervals no longer than

4 weeks	Normally 4 weeks
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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

31st January 2023	The <i>completion date</i> for the whole of the <i>service</i> is
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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

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

4 weeks	Normally 4 weeks
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The period between Completion of the whole of the *service* and the *defects date* is

26 weeks	Normally 26 Weeks
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Normally this would be 6 months for a consultancy contract, but seek guidance from Commercial Lead.

The *interest rate* is:

Base	Insert baseline rate
2.00%	% per annum above the 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;

Insert Number	Select Period (pulldown)
1	Month

Set at 1 month

All UK Offices	The locations for which the <i>Consultant</i> provides a charge for the cost of support people and office overhead are
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The *exchange rates* are those published in;

Insert details	On; insert date
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If there are additional compensation events;

Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st April 2021 and 30th June 2021	insert description of compensation event, or "not used"
'not used'	insert description of compensation event, or "not used"
'not used'	insert description of compensation event, or "not used"
'not used'	insert description of compensation event, or "not used"
'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.

8 Liabilities and insurance - If the level of insurance cover

If there are additional *Client's* liabilities;

'not used'	insert description of liability to be taken, or "not used"
'not used'	insert description of liability to be taken, or "not used"
'not used'	insert description of liability to be taken, or "not used"

Not normally used

Z Clauses

Z5: Secondments

Z5: Secondments does not apply

Use as an option when appointing on a secondment basis

1 General

The *Consultant* is

Name and address etc. of *Consultant*

Enter email address

Insert the relevant framework tendered *fee percentage*

The *key persons* are

Name the *key persons* to be working on the contract

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

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

3 Time

This is optional and is inserted if a programme is being initially provided

5 Payment

X10 is always used

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Enter postal address

Enter email address

Enter postal address

Enter email address

X10: Information modelling;

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

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

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA

Project Name Godstow Weir B Replacement

Project Number ENVIMSE100195

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  
Godstow\_ Scope Template\_ECC PM CM 150321 v1

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
- 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* is ECC-PM & CM for Godstow Weir Replacement Works

The *Client* is [REDACTED]

Address for communications Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications [REDACTED]

The *Service Manager* is [REDACTED]

Address for communications Environment Agency  
Kings Meadow House  
Kings Meadow Rd  
Reading  
RG1 8DQ

Address for electronic communications [REDACTED]

The Scope is in  
Godstow\_ Scope Template\_ECC PM CM 150321 v1

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 *period for retention* is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register  
Not Used  
Not Used  
Not Used  
Not Used

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 *key date*  
'none set' Not Used  
'none set' Not Used  
'none set' Not 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 5th April 2021

The *Client* provides access to the following persons, places and things  
access *access date*  
Godstow Weir B AsiteWorkspace 05 April 2021  
FastDraft 05 April 2021

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

The *completion date* for the whole of the *service* is 31st January 2023

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 accordance with Public Health England guidance, as may vary from time to time. between 1st April 2021 and 30th June 2021
- 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 <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million 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 <i>Consultant</i> ) <i>arising</i> from or in connection with the <i>Consultant</i> Providing the Service	Which ever is the greater of £5m or the amount required 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 <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> 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 <i>tribunal</i> is	litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	<a href="#">'to be confirmed'</a>
The <i>Adjudicator nominating body</i> 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 resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

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.



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

Option E

The key persons are

Name (1)	
Job	ECC Project Manager
Responsibilities	Undertake the role of the NEC4 ECC PM to administer the ECC Contract a
Qualifications	
Experience	Senior Project Manager with 27 years extensive experience delivering m

The key persons are

Name (2)	
Job	Cost Manager
Responsibilities	Provide cost management services to support the delivery of the project
Qualifications	
Experience	

The key persons are

Name (3)	
Job	Assistant ECC Project Manager
Responsibilities	Provide ECC PM support to the ECC PM in the administration of the NEC4
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

The following matters will be included in the Early Warning Register

- Covid 19 - Change in UK legislation preventing delivery of the services or
- Change in other UK legislation, corporate or organisational policy impact
- Construction delays resulting in prolongation and cost to provide the sen
- Increased inputs required by the ECC PM team due to unforeseen events
- Increased inputs beyond ECC Completion such a resolution of defects or

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]  
Address for communications  
22 Station Road  
Cambridge  
CB1 2JD

Address for electronic communications  
[REDACTED]

Name (2) [REDACTED]  
Address for communications  
One Valpy  
20 Valpy Street  
Reading  
RG1 1AR

Address for electronic communications  
[REDACTED]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is  
Godstow Information Execution Plan

Contract Execution

Client execution

Signed under hand by for and on behalf of the Environment Agency

Signature

Role

Consultant execution

Consultant execution

Signed under hand by for and on behalf of

Signature

Role