



# Professional Service Contract

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## Contract Data Forms

June 2017

(with amendments January 2019)

## Contract Execution

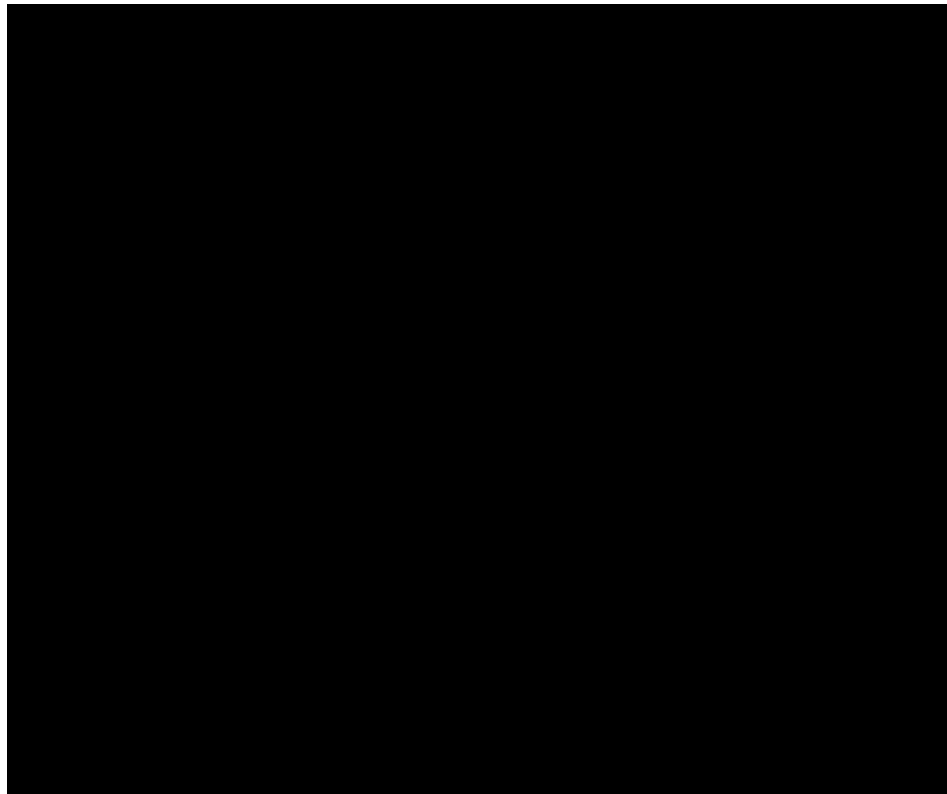
This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency [REDACTED]  
[REDACTED]

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** . . . . .



# 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  Option for resolving and avoiding disputes

Secondary Options

The *service* is

The *Client* is

Name

Address for communications

Address for electronic communication

The *Service Manager* is

Name

Address for communications

Address for electronic communication

The Scope is in

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is  except that

• The *period for reply* for  is

• The *period for reply* for  is

The *period for retention* is  year(s) following 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 than

## 2 The *Consultant's* main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

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

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text" value="n/a"/>	<input type="text" value="n/a"/>
(2)	<input type="text" value="n/a"/>	<input type="text" value="n/a"/>
(3)	<input type="text" value="n/a"/>	<input type="text" value="n/a"/>

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at 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

## 3 Time

The *starting date* is

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

access	access date
(1) <input type="text" value="n/a"/>	<input type="text" value="n/a"/>
(2) <input type="text" value="n/a"/>	<input type="text" value="n/a"/>
(3) <input type="text" value="n/a"/>	<input type="text" value="n/a"/>

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

If the *Client* has decided the *completion date* for the whole of the *service*

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

If no programme is identified in part two of the Contract Data

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

#### 4 Quality management

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

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

#### 5 Payment

The *currency of the contract* is the

The *assessment interval* is

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount
<input type="text" value="n/a"/>	<input type="text" value="n/a"/>
<input type="text" value="n/a"/>	<input type="text" value="n/a"/>

The *interest rate* is

rate of the  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

If Option C or E is used and the *Client* states any locations

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

If Option C is used

The *Consultant's share percentages* and the *share ranges* are

*share range*

*Consultant's share percentage*

less than	<input type="text" value="n/a"/>	%	<input type="text" value="n/a"/>	%
from	<input type="text" value="n/a"/>	% to	<input type="text"/>	%
from	<input type="text" value="n/a"/>	% to	<input type="text"/>	%
greater than	<input type="text" value="n/a"/>	%	<input type="text" value="n/a"/>	%

If Option C or E is used

The *exchange rates* are those published in

on  (date)

## 6 Compensation events

If there are additional

These are additional compensation events

## 8 Liabilities and insurance

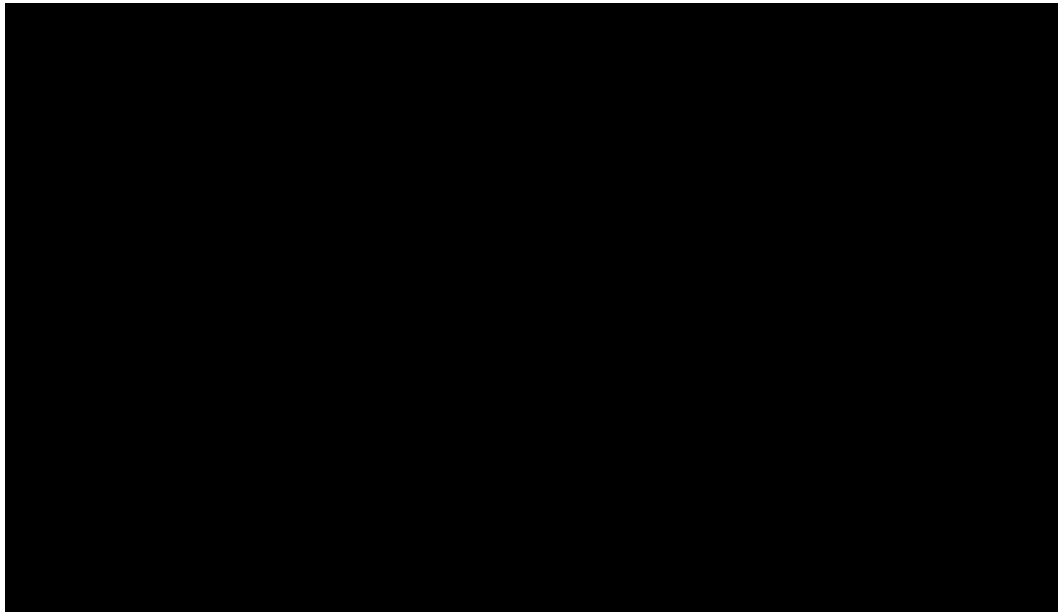
If there are additional  
*Client's liabilities*

These are additional *Client's liabilities*

(1)

(2)

(3)



## Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration

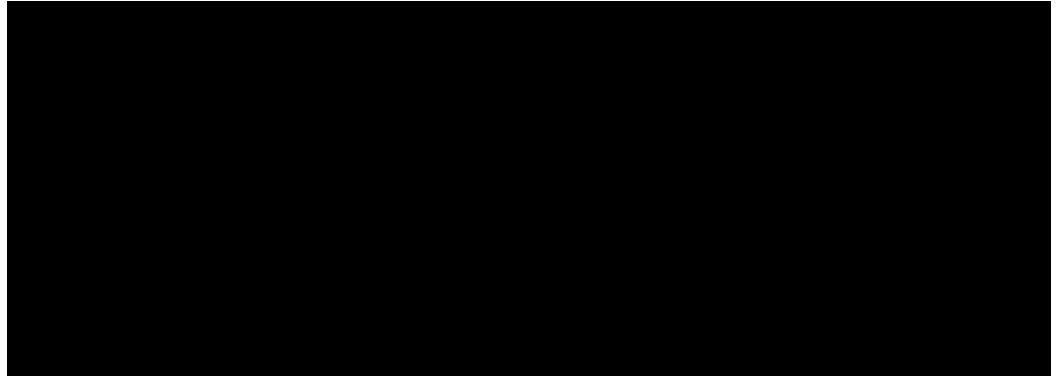
The *arbitration procedure* is

'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



Name (2)

Address for communications

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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## X10: Information modelling

If Option X10 is used

If no <i>information 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 a first Information Execution Plan for acceptance is	N/A
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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	<div><div></div></div>
	<div><div></div><div></div></div>	<div><div></div></div>
	The <i>end of liability date</i> is	<div>6</div> years after the Completion of the whole of the <i>service</i>

## Y(UK)1: Project Bank Account

Charges made and interest paid by the *project bank*

The *Consultant* **is not** to pay any charges made and to be paid any interest paid by the *project bank*.

## 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

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:

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 Framework, 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

### Z5

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.

### 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.

## 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

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	
	item	amount
	<div></div>	<div></div>
	<div></div>	<div></div>
	<div></div>	<div></div>
If Option A or C is used	The activity schedule is	N/A
If Option E is used	The forecast of the prices is	<div></div>

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

**X10: Information modelling**

If Option X10 is used

If an <i>information execution plan</i> is to be identified in the Contract Data	The <i>information execution plan</i> identified in the Contract Data is	<div>N/A</div>
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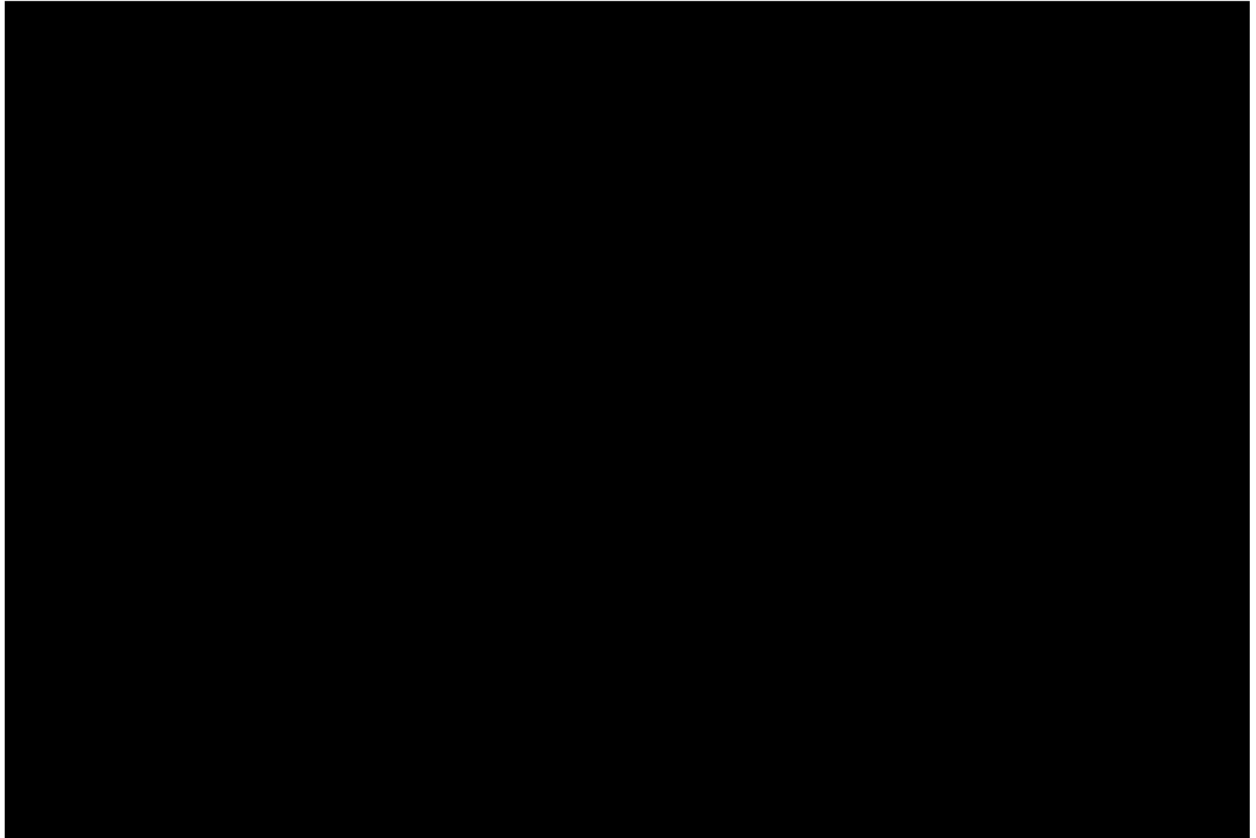
**Data for the Schedule of Cost Components (used only with Options C or E)**

The *overhead percentages* for the cost of support people and office overhead are

location	<i>overhead percentage</i>
<div>N/A</div>	<div>N/A</div> %
<div></div>	<div></div> %
<div></div>	<div></div> %

Environment Agency  
NEC4 professional service contract (PSC)  
Scope

Project / contract Information





## Details of the service

### 1. Project Management

- 1.1. Key stages will form the baseline programme that will be used for performance assessment as the project progresses.
- 1.2. Monthly project updates, updated programme and an Application for Payment will be required prior to invoice approval. A forecast expenditure profile must also be provided on a monthly basis so that the *Service Manager* can update Project Online (PoL). The above shall be provided by the 10th of every month unless stated otherwise or agreed otherwise with the *Client*.
- 1.3. As a minimum, the *Consultant* is required to provide fortnightly informal project updates via phone and/or email to the *Service Manager* throughout the project. Any key decisions made must be documented by the *Consultant*.

### 2. Project overview

- 2.1. The project aims to provide support to the Asset Management Systems Team in progressing their Asset Management Target operating Model. There are three main deliverables:
  - 2.1..1. Support handover/transition of the TOM volunteers group and summarising of Level 3 output once all workshops are complete
  - 2.1..2. Facilitation of workshops to develop the PSO unit detail to Level 3, alongside finalising of the P3M and P3O units
  - 2.1..3. Support initial work to establish the SKE library.

### 3. Project consultees

- 3.1. The Asset Management Systems teams along with representatives form the teams involved with the TOM including operational teams across the EA. Part of the transition is for the EA lead to take over the lead of the consultation
- 3.2. Internal Contacts: Lead is John Hunt.

### 4. Detailed description of services required

#### 4.1. Specific Deliverables

- 4.1..1. Workshop/s with PDO, PMO and Area Programme Team reps to finesse Level 3 detail for PMO unit, number dependant on availability.
- 4.1..2. Workshop with PSO reps to form "PSO" unit. Potentially need two workshops, one to gather and one to playback/gain
- 4.1..3. Preparation of handover summation materials and day to day stewardship of TOM working groups for next few weeks
- 4.1..4. Workshops with SKE leads across business to form agreement/consolidate existing work and form template. Potentially broken into smaller workshops to get to fully formed and endorsed concept with example material.
- 4.1..5. Supporting materials for progression of TOM and linked work
- 4.1..6. Technical Advice to support the AM Transformation work.
- 4.1..7. SKE Gap analysis
- 4.1..8. Establish Corporate TOM link – align to SKE, corporate and risk
- 4.1..9. Delivery principles granularity
- 4.1..10. Integrate delivery principles, TOM and constraints to resourcing strategy problem statement

### 5. Available data

#### 5.1. Target Operating Model

- Detail as developed to date including role definitions, library and TOM material
- Early SKE library work
- AM System literature including FCRM handbook, AM Manual and other processes

- 5.2. **NOTE.** All datasets supplied for the project must be returned to the *Client* upon project completion. Datasets returned should adopt the appropriate security marking in accordance with the latest government guidelines.

### 6. Additional information - as part of the Scope please refer to:

- Wider AM System literature may need to be shared to support the workshops

**7. Required format of deliverables**

- 7.1. Workshop materials and outputs will be collaboratively produced PowerPoint presentations and where required papers to support EA governance decisions
- 7.2. Some tools may be spreadsheet based eg (SKE Library), as proof of concepts

**8. Constraints on how the *Supplier* provides the service**

- 8.1. Availability of EA staff to attend the workshops is a limiting factor. Notice will be required for key staff to attend
- 8.2. Some element of the work may be time constrained due to links to the EA work on AM Transformation
- 8.3. Access will be required to the Sharepoint / MS Teams Site containing the TOM data

**9. Intellectual Property**

- 9.1. The *Client* retains all deliverables on completion

**10. Licensing**

- 10.1. Any data which is supplied to the *Consultant* as part of this study shall be licensed using the appropriate data licence (Special Licence Contractor). For further details on licensing please contact the Data and Information Team [data.info@environment-agency.gov.uk](mailto:data.info@environment-agency.gov.uk)

