ENV0003469C

1

Professional Service Contract





Framework: Supplier:

Company Number:

Geographical Area: Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Revision				Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name

River Mersey (South Manchester) Raised Earth Embankment Assets Site Investigation Survey Study

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 12th day of April 2019 between the Client and the Consultant in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference

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.

Option	Option for resolving and w2 avoiding disputes	
Secondary Options		
X2: Changes in the la		
X9: Transfer of rights		
X10: Information mod	elling	
X11: Termination by t	ne Client	
X18: Limitation of liab	lity	
X20: Key Performance	Indicators	
Y(UK)2: The Housing	Grants, Construction and Regeneration Act 1996	
Y(UK)3: The Contract	(Rights of Third Parties) Act 1999	
Z: Additional condition	s of contract	
The service is Enginee	ring scoping services to recommend a series of surveys and investigations to gain greater understanding of condition a of existing raised earth embankments – River Mersey, South Manchester area.	nd details
The service is Enginee The Client is		nd details
3	of existing raised earth embankments – River Mersey, South Manchester area. Environment Agency Richard Fairclough House Knutsford Road Latchford Warrington Cheshire	nd details
The <i>Client</i> is	of existing raised earth embankments – River Mersey, South Manchester area. Environment Agency Richard Fairclough House Knutsford Road Latchford Warrington Cheshire WA4 1HG	nd details
The <i>Client</i> is Address for communications	of existing raised earth embankments – River Mersey, South Manchester area. Environment Agency Richard Fairclough House Knutsford Road Latchford Warrington Cheshire WA4 1HG Richard Fairclough House Knutsford Road Latchford Warrington Cheshire WAFIRST	nd details
The Client is Address for communications Address for electronic communication The Service Manager is	of existing raised earth embankments – River Mersey, South Manchester area. Environment Agency Richard Fairclough House Knutsford Road Latchford Warrington Cheshire WA4 1HG Richard Fairclough House Knutsford Road Latchford Warrington Cheshire Knutsford Road Latchford Warrington Cheshire WA4 1HG	nd details

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

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

none identified none identified none identified none identified

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

longer than

2 The Consultant's main responsibilities

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

Issue of scope and PCI to Client

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

4 weeks

key date

3 Time

The starting date is

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

EA Project Manager

access date

The Consultant submits revised programmes at intervals no longer 4 weeks

The completion date for the whole of the service is

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

 $\dot{\mbox{\sc submit}}$ 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 9

The interest rate is 2.00% Base

per annum (not less than 2) above the rate of the Bank of England

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

overhead are

6 Compensation events

These are additional compensation events

- Managing and mitigating the impact of Covid 19 and working in accordance $\boldsymbol{\nu}$
- 'not used'
- 3. 'not used'

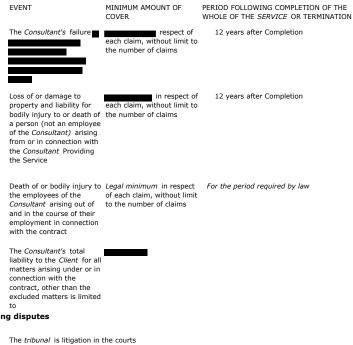
- 4. 'not used'
- 5 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

- 1. 'not used'
- 3. 'not used'

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are



Resolving and avoiding disputes

The Adjudicator is 'to be confirmed' Address for communications 'to be confirmed'

Address for electronic communications 'to be confirmed'

The Institution of Civil Engineers The Adjudicator nominating body is

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 replaced by: 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

Add the following 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

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

723 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* 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.

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 certificate.

Delete existing clause 51.2 and replace with:

- 51.2 Each certified payment is made by the later of
- \bullet 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

Z25 Risks and insurance

The Consultant is required to submit insurances annually as Clause Z4 of the Framework Agreement

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* 6 years after the Completion of the whole of the *service*

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of

3 months

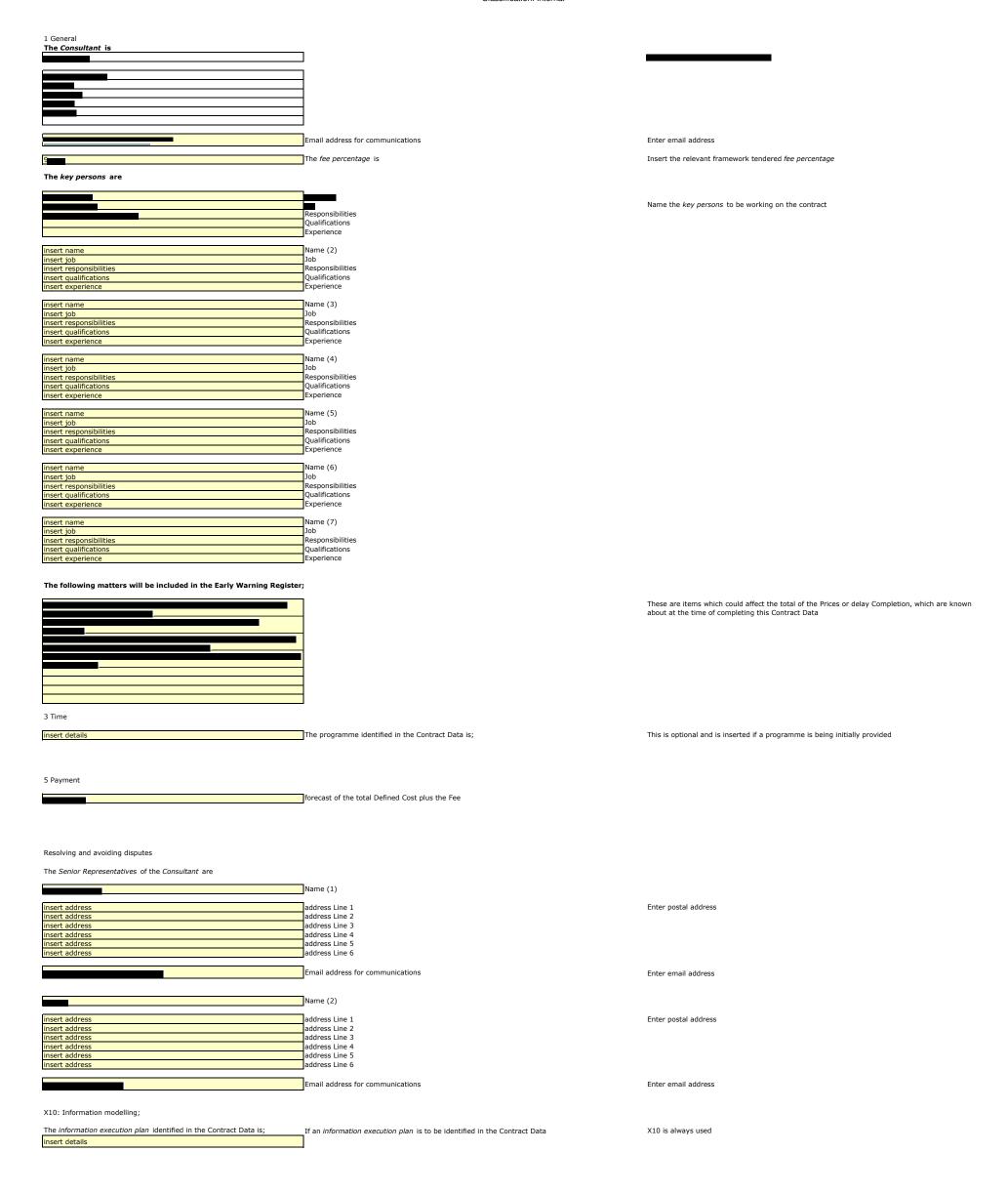
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

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

Y(UK)3: The Contracts (Rights of Third Parties Act) 1999

term beneficiary

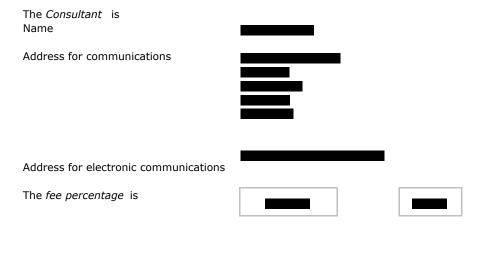
not used not used not used



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 key persons are



Name (4) Job Responsibilities Qualifications Experience

Name (5) Job Responsibilities Qualifications Experience

Name (6) Job Responsibilities Qualifications Experience

Name (7) Job Responsibilities Qualifications Experience

The following matters will be included in the Early Warning Register

Covid-19: Delays to programme due to affect of national restirictic Subconsultant availability to deliver topographical survey within p H&S or Environmental issues identified on site impacts ability to u Ground conditions are such that programme of GI works extends

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

X10: Information Modelling

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

Contract Execution



