



Framework:
Supplier:
Company Number:

Client Support Framework

Geographical Area:
Project Name:
Project Number:

National
NEAS Landscape Administrator Secondment
ENVEGM11.5.1

Contract Type:
Option:

Professional Service Contract



Contract Number:

29320

Revision	Status		Originator		Reviewer		Date

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA**

Project Name NEAS Landscape Administrator Secondment

Project Number ENVEGM11.5.1

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

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 for resolving and
avoiding disputes

W2

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 NEAS Landscape Administrator Secondment NW Midlands

The *Client* is

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Horizon House
Bristol
BS1 5AH

Address for electronic communications

The *Scope* is in
NEAS_NW_Midlands Landscape Administrator PSC Scope_V3_20 April 2020

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

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' '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

3 Time

The *starting date* is 01 June 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 01 December 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 accordance with the Health and Safety Regulations
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 <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to [REDACTED]	[REDACTED] in respect of each claim, without limit to the number of claims	[REDACTED]
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	Which ever is the greater of [REDACTED] or [REDACTED] by law in respect of each claim, without limit to the number of claims	
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 [REDACTED] 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	[REDACTED]	

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	'to be confirmed'
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

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

████████████████████

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
Completion of the whole of the *service*

████████

after the

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 AECOM LIMITED

Address for communications Aldgate Tower
2 Leman Street
London
E1 8FA

Address for electronic communications

The fee percentage is

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

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

The following matters will be included in the Early Warning Register

[REDACTED]
[REDACTED] at tir

3 Time

The programme identified in the Contract Data is

[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications
Belvedere House
Pynes Hill
Exeter
EX2 5WS

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
Address for communications
4th Floor
Merchants Court
2-12 Lord Street
Liverpool
L2 1TS

Address for electronic communications
[REDACTED]

X10: Information Modelling

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

Classification: Internal

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

S

Role

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

AECOM Limited

Role

Collect / Refresh Data

Clear Data

Guidance

Contract Name	NEAS Landscape Administrator Secondment	Automatically drawn from your contract
Project Name	insert details	Manually enter
SOP Project Code	ENVEGM11.5.1	Automatically drawn from your contract (format ENVXXXXXX)
Contract Option	Option E	Automatically drawn from your contract
Purchase Order Number	insert PO number when known	This can be entered after the contract is formed and uploaded. The CSO/BSO will do this
Contract number	insert contract number [provided by Bravo]	This number is obtained from Bravo, obtain from your DGC colleague
Geographic Area	National	Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Delivery Hub / CDT	Greater Manchester, Merseyside and Cheshire (GMC)	Automatically drawn from the dropdown in the contract
FastDraft User(s)	Tom Lawrenson, Tristan Bassett, Michael Beswick, Gizelle Darby	Manually enter
Client Service Manager	Liam Bennett	The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft
Client FastDraft View	insert details	Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract
Consultant Manager	Tom Lawrenson	The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
Consultant Manager (email address)	tom.lawrenson@aecom.com	insert email address
Consultant FastDraft Application for Payment access	Tom Lawrenson, Tristan Bassett, Michael Beswick, Gizelle Darby	Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
Consultant FastDraft View	Tom Lawrenson, Tristan Bassett, Michael Beswick, Gizelle Darby	Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract
ECC PM Manager	Not applicable	The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft
ECC PM FastDraft View	Not applicable	Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract
Supervisor	Not applicable	The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
Contractor Contracts Manager	Not applicable	The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
Contractor Contracts Manager (email address)	Not applicable	insert email address
Contractor FastDraft Application for Payment access	Not applicable	Those individuals from the Contractor's organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
Contractor FastDraft View	Not applicable	Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract
Framework	Client Support Framework	Automatically drawn from the selected Framework in the contract
Lot Number	Lot 2	Click adjacent cell and Use Dropdown Lot a / Lot 2
EA Project Manager	Not applicable	Automatically drawn from the named EA Project Manager (Data Part 1 (input))
Supplier		Automatically drawn from the selected Supplier in the contract
Supplier Project Manager	Not applicable	This would normally be the same as the Contractor Manager above
Supplier Project Manager (email address)	Not applicable	insert email address
Contract Value	£57,817.00	ESSENTIAL FIELD Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee
Stage of delivery		Click adjacent cell and Use Dropdown (Pre SOC; SOC-OBC; OBC-FBC; Construction, Other)
Partner contract	Not applicable	Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation
Commencement date	01 June 2020	ESSENTIAL FIELD Automatically drawn - must be the date included in the signed contract
Completion date	01 December 2021	ESSENTIAL FIELD Automatically drawn - must be the date included in the signed contract
Are sectional completion dates used?	No	Automatically drawn from the contract if option X5 has been used
Are additional compensation events used?	Yes	Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used

The Contract must be submitted to your Portfolio Assurance and Support Commercial Services Manager before submission for upload by CSO/BSO.

Incomplete contracts will be returned for proper completion before upload.

NEC4 Contract Tool

This tool is used to create standard Contract Documents using pre-determined parameters

The most important section of this document is ensuring you select '**Finalise Data Part 1**' prior to sending this document to your supplier for completion - (Part 4)

Failure to secure your document means your supplier could edit Data Part 1

When started you will see **6** tabs (unless resuming from a previous saved point)

Start-up

1. EA Client Guidance
2. Contract Selection
3. General Data
4. Data Part 1 (input)
5. Data Part 2 (input)

Navigation

Click each Tab at the bottom of the page or press the relevant button

Ideally work sequentially through the list above

Contract Build

As you progress through the Contract Selection, your contract will begin to build

The relevant sections will appear / populate as selections are made

PART 1

1. Select one of the four EA Frameworks

*It is good practice to press the 'Reset All Previous Toggle Selections' when starting a **new** Contract*

1. Client Support
2. Collaborative Delivery (*)
3. Mapping & Modelling
4. Marine & Coastal

The screen may flash as the contract is built in the background

As selections are made, these will change from grey to green/red to highlight which selections have been made. To change an earlier selection, click the green/red selection to un-select it.

Once selected, the relevant Contract Sections will be visible

(*) Collaborative Delivery will not open any sections until the 'contract type' is chosen

If you incorrectly select any button, press it again to clear that selection

The 'clear' button on the Contract Selection page will clear that section of data, not the whole selection

2. If available select one of the contract type(s) (these may auto-populate)

1. Professional Service Contract
2. Engineering Construction Contract

To cancel your selection, press the selection again or press 'clear' if this button is available

You will not be able to clear a default function

(*) Collaborative Delivery will open the contract sections when the contract type is chosen

3. Select the contract option (there may only be certain options available / visible)

1. Option A
2. Option C
3. Option E

To cancel your selection, press the selection again or press 'clear' if this button is available

You will not be able to clear a default function

4. Select the hub (this may auto-populate if a national hub)

1. North East
2. North West
3. East
4. Midlands
5. South West
6. South East
7. National

To cancel your selection, press the selection again or press 'clear' if this button is available

You will not be able to clear a default function

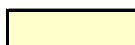
PART 2

1. Press the General Data Update Button (or the tab at the bottom of the page)

There are 5 sections to complete;

1. Project Name
2. Project Number
3. Supplier (using the pull-down menu)
4. Contract Date
5. Contract Number

You can only fill in sections in yellow;



To Clear any section you can over type the content or press the 'Clear General Data'

This selection will ask you to confirm you wish to clear the data as a precaution

To navigate backwards / forward select the relevant button or tab at the bottom of the page

Any box that starts with 'insert' will be blank in the output

PART 3

1. Press the Input Data Part 1 Button (or the tab at the bottom of the page)

There are multiple sections to complete

You can only fill in sections in yellow;



Where selections require an input there will be the following;



Once selected, the relevant button will be highlighted and the un-selected button locked out
To change your selection simply click the previous selection again to clear

Certain selections will require **further** input.

e.g. X5: Sectional Completion

if Sectional Completion is selected, you will need to identify the number of sections

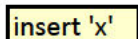
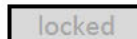
Certain selections are **linked** to other inputs.

e.g. X7: Damages following X5: Sectional Completion

if Damages is selected along with Sectional Completion, you will need to identify the number of sections and the value of each of those sections along with the damages for the remainder of the *works*.

if Damages is selected without Sectional Completion, you will need to identify the delay damages for the while of the service/works only.

You cannot change sections in grey;



Boxes starting with the word 'insert' will not pull through to the output document until an entry is made and is a guidance note only

If you want to include a contract entry simply overwrite the cell 'insert' contents

PART 4

1. Once complete, press the 'Finalise Data Part 1' button

This button is located at the top and bottom of Data Part 1 (input)

This will check that you want to close all Client inputs
(ready for sending to the supplier to complete their parts)

At this point, the following will be visible;

1. Data Part 2 (input)

2. Cover Sheet
3. Contract Data part 1
4. CD for X
5. Contract Data Part 2

2. Send this document to your supplier for them to complete Data Part 2

PART 5

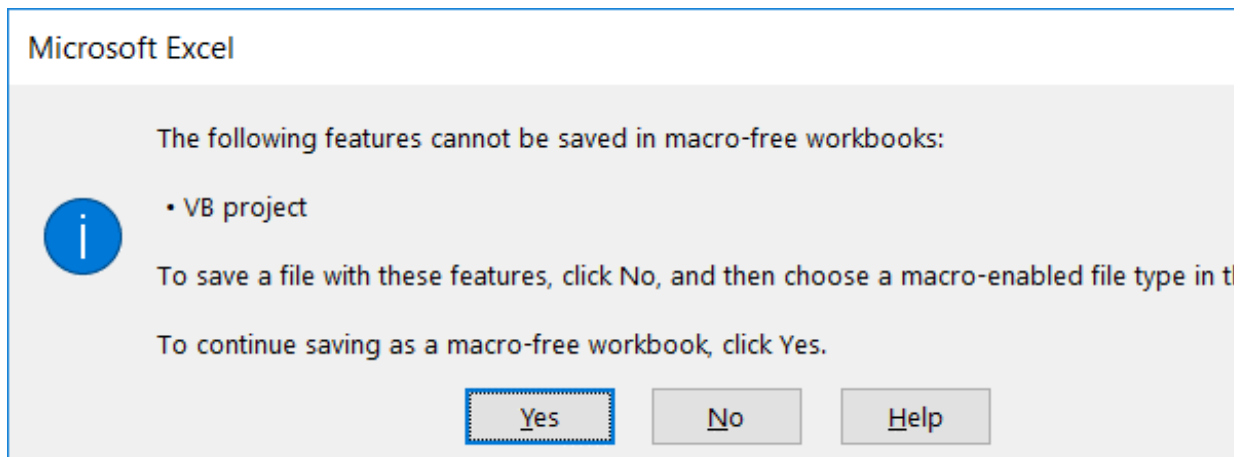
Upon receipt of the completed 'Data Part 2' from the supplier

1. Go to Data Part 2 (input)
 2. Press the 'Client resume editing' button you will be prompted to provide the password
The password is "T&T" - no speech marks
- This will now reopen all the Client inputs and you will see your completed Contract

PART 6

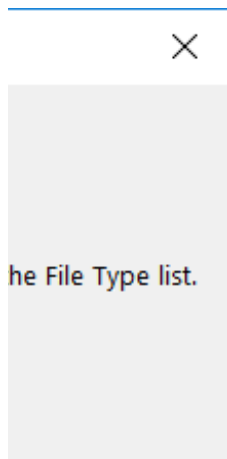
Once the document is complete, press the green 'Print to PDF & XLSX' button

1. This will create an Excel and PDF(s) format output
2. The excel file name will be the Project and Contract number along with the date and time (users can ch
3. The PDF(s) file name(s) will be the section title along with the date and time (users can change the'save
4. Follow the prompts to confirm the location you want to save the file in.
5. If prompted with the following, select yes. This is only changing the document back to an Excel file



6. The documents will close but you will now have both a PDF and Excel version of your document

change the 'save as' filename)



Contract Name:	NEAS Landscape Administrator Secondment
Project Number:	ENVEGM11.5.1
Framework:	Client Support Framework
Area:	National
Contract:	Professional Service Contract
Option:	Option E
Contract with:	
Company No:	
Contract Date:	
Contract Number:	29320

NEAS_NW_Midlands Landscape Administrator PSC Scope_V3_20
April 2020

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

X Clauses;

X5: Sectional Completion	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Sectional completion
X7: Delay damages	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Delay Damages
X8: Undertakings to Others	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Undertakings to Others
X10: Information modelling	<input checked="" type="radio"/> Yes <input type="radio"/> 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	<input type="radio"/> Yes <input checked="" type="radio"/> No	No Performance Bond

X18: Limitation of liability	<input checked="" type="radio"/> Yes <input type="radio"/> No	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	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	<input type="radio"/> Yes <input checked="" type="radio"/> No	
Y(UK)2: Housing Grants, Construction and Regeneration Act 1996	<input checked="" type="radio"/> Yes <input type="radio"/> 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	<input checked="" type="radio"/> Yes <input type="radio"/> No	Rights of 3rd Parties Applies
Term	Beneficiary	
insert term	insert beneficiary	
insert term	insert beneficiary	
insert term	insert 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	
NEAS Landscape Administrator Secondment NW Midlands	Insert a broad description of the service associated with the contract

Client Details:	
insert name	Client name
insert address	address line 1
insert address	address line 2
insert address	address line 3
insert address	address line 4
insert address	address line 5
insert address	address line 6
insert email address	Email address for communications

Service Manager Details:	
William Bennett	Service Manager name
Environment Agency	address line 1
Horizon House	address line 2
Quadrant	address line 3
BS1 5AH	address line 4
insert address	address line 5
insert address	address line 6
William.bennett@environment-agency.gov.uk	Email address for communications

The Scope is in:	
NEAS_NW_Midlands Landscape Administrator PSC Scope_V3_20 April 2020	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:	
01 June 2020	Insert Date

The Client provides access to the following persons, places and things:			
access	access dates		
insert details	insert date	insert date	
insert details	insert date	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.

insert details	insert date
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

4 weeks	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

01 December 2021	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

4 weeks	Normally 4 weeks
---------	------------------

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
---------	------------------

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

26 Weeks	Normally 26 Weeks
----------	-------------------

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

The interest rate is:

3.00%	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)	Period
1		Months

Set at 1 month

All UK Offices 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
insert details	insert date

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, until 30 June 2020	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.

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"

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