



<b>Framework:</b>	<b>Client Support Framework</b>
<b>Supplier:</b>	<b>AECOM Limited</b>
<b>Company Number:</b>	<b>01846493</b>
<b>Geographical Area:</b>	<b>National</b>
<b>Project Name:</b>	<b>Administration &amp; Monitoring of Landscape Contracts</b>
<b>Project Number:</b>	<b>30221</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option A</b>
<b>Contract Number:</b>	<b>ecm_59675</b>

Revision	Status		Originator		Reviewer		Date

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA****Project Name** Administration & Monitoring of Landscape Contracts**Project Number** 30221This 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 1 inclusive of the Framework schedules are relied upon within this contract.

The following documents are incorporated into this contract by reference  
30221\_PSC\_Outline\_Scope  
... 0221\_Time\_and\_Fee\_Workbook\_200913**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 NEC Professional Service Contract June 2017.Main Option **Option A** Option for resolving and avoiding disputes **W2****Secondary Options**

X2: Changes in the law

X5: Sectional Completion

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 services Administration &amp; Monitoring of Landscape Contracts

The Clients Environment Agency

Address for communications  
Horizon House  
Deanery Road  
Bristol  
BS1 5AHAddress for electronic communications [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)

The Service Manager is

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

Address for electronic communications

The Scope is in  
30221\_PSC\_Outline\_Scope

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 repayment 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

'none set'

'none set'

key date

'none set'

'none set'

'none set'

'none set'

The Consultant prepares forecasts of the total expenses at intervals  
no longer than

weeks

**3 Time**

The starting date is

02 October 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 weeks

The completion date or the whole of the service is 31 October 2021

The period after the Contract Date within which the Consultant is to  
submit a first programme for acceptance is weeks**4 Quality management**The period after the Contract Date within which the Consultant is to  
submit a quality policy statement and quality plans weeksThe period between Completion of the whole of the service and the  
defects date 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 Bank of England Base rate of the

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 the 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 November 2020 and 1st March 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 Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	£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 Consultant) arising from or in connection with the Consultant 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 Consultant arising out of and in the course of the 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 Consultant's total liability to the Client for all matters arising under or in connection with the contract other than the excluded matters is limited to	£5 million	

## Resolving and avoiding disputes

The tribunal is Litigation in the courts

The Adjudicator is to be confirmed

Address for communications to be confirmed

Address for electronic communications [to be confirmed](#)

The Adjudicator nominating body 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 revolt or 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 to additional work to comply with safety requirements

Was incurred as a result of the Client issuing a Yellow or Red Card to prepare a Performance Improvement Plan

Was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

When appointing Consultants on a secondment basis only:

Add clause 19

19.1 The Client will from start 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 other 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 2.1. . . .

**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 212. 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 X5: Sectional Completion

The *completion date* for each *section* of the *service* is

<i>section</i>	<i>description</i>	<i>completion date</i>
1	Burton-upon Trent (provisional)	5 years from commencement
2	Leominster (provisional)	5 years from commencement
3	Knightsford, Knightwick, Nr Worcester (provisional)	5 years from commencement
4	Torksey, Lincoln (provisional)	5 years from commencement
5	York, up to 4 x cells (provisional)	5 years from commencement
6	Kendal (provisional)	5 years from commencement
7	Carlisle and Rickerby (provisional)	5 years from commencement
8	Bentley, Doncaster (provisional)	5 years from commencement
9	(provisional)	
10	(provisional)	

### 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

£1,000,000.00

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

£5,000,000.00

The *end of liability date* is  
Completion of the whole of the *service*

6 Years 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

[REDACTED]

Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications

[REDACTED]

The *fee percentage* is

[REDACTED]

5.00%

The *key persons* are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

See CV

Experience

[REDACTED]

The *key persons* are

Name (2)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

The *key persons* are

Name (3)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

The *key persons* are

Name (4)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

The *key persons* are

Name (5)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED]

Experience

[REDACTED]

The *key persons* are

Name [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Experience

The *key persons* are

Name (7)  
Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register

Managing and mitigating the impacts of Covid19 and working in acco with

[REDACTED]  
[REDACTED]

[REDACTED]

[REDACTED]  
[REDACTED]

**5 Payment**

The *activity schedule* is

[REDACTED]

The tendered total of the Prices is

[REDACTED]

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]  
Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications

[tristan.bassett@aeacom.com](mailto:tristan.bassett@aeacom.com)

Name (2) [REDACTED]  
Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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

Signature

Senior Category Officer

Role

### Consultant execution

### Consultant execution

Signed under hand by

for and on behalf of

AECOM Limited

Signature

Role

## 1 General

**The Consultant is**

Age Group	Percentage
18-24	10%
25-34	15%
35-44	18%
45-54	22%
55-64	25%
65-74	28%
75-84	30%
85+	32%

[REDACTED]

[REDACTED]

[REDACTED]

[illegible]

[REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

[illegible]

[REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]  
 [REDACTED]

[REDACTED]  
[REDACTED]ect  
[REDACTED]  
[REDACTED]  
[REDACTED]

insert name	Name (6)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (7)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

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

[illegible]

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

Oct 2020 - 31/10/2024	The programme identified in the Contract Data is;
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This is optional and is inserted if a programme is being initially provided

### 5 Payment

Confidential AECOM Landscape Admin Activity ScheduleInitial contract

The activity schedule is

Only include and complete if *activity schedule* Options A or C

The tendered total of the Prices is

### Resolving and avoiding disputes

The *Senior Representatives* of the Consultant are

[REDACTED]	Name (1)
	address Line 1
	address Line 2
	address Line 3
	address Line 4
	address Line 5
	address Line 6
[REDACTED]	Email address

Enter postal address

Enter email address

[illegible]

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

insert details

X10 is always used

	Collect / Refresh Data	Clear Data	Guidance
Contract Name			
Contract number	insert contract number [provided by Bravo]		This can be entered after the contract is formed and uploaded. The CSO/BSO will do this This number is obtained from Bravo, obtain from your DGC colleague
Geographic Area			Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Delivery Hub / CDT			Automatically drawn from the dropdown in the contract
FastDraft User(s)			Manually enter
Client Service Manager			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			The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
Consultant Manager (email address)			Insert email address
Consultant FastDraft Appl cat on for Payment access			Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
Consultant FastDraft View			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 Applicat on 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			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	AECOM Limited		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			<b>ESSENTIAL FIELD</b> 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	02 October 2020		<b>ESSENTIAL FIELD</b> Automatically drawn - must be the date included in the signed contract
Compleat on date	31 October 2024		<b>ESSENTIAL FIELD</b> Automatically drawn - must be the date included in the signed contract
Are sectional completion dates used?	Yes		Automatically drawn from the contract if option XS has been used
Are additional compensat on 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

When started you will see the following tabs

### **Start-up**

1. Supplier Guidance
2. Data Part 2 (input)
3. Cover Sheet
4. Data Part 1
5. CD for X
6. Data Part 2
7. Contract Execution

## **PART 1**

### **1. Data Part 2 (input)**

There are multiple sections to complete

You can only fill in sections in yellow;



If you want to change any section in the yellow boxes, just overwrite the entries

If you press the 'Clear Data Part 2' button you will be prompted to confirm this action

Once you have completed all your sections save the document and return this to the Client