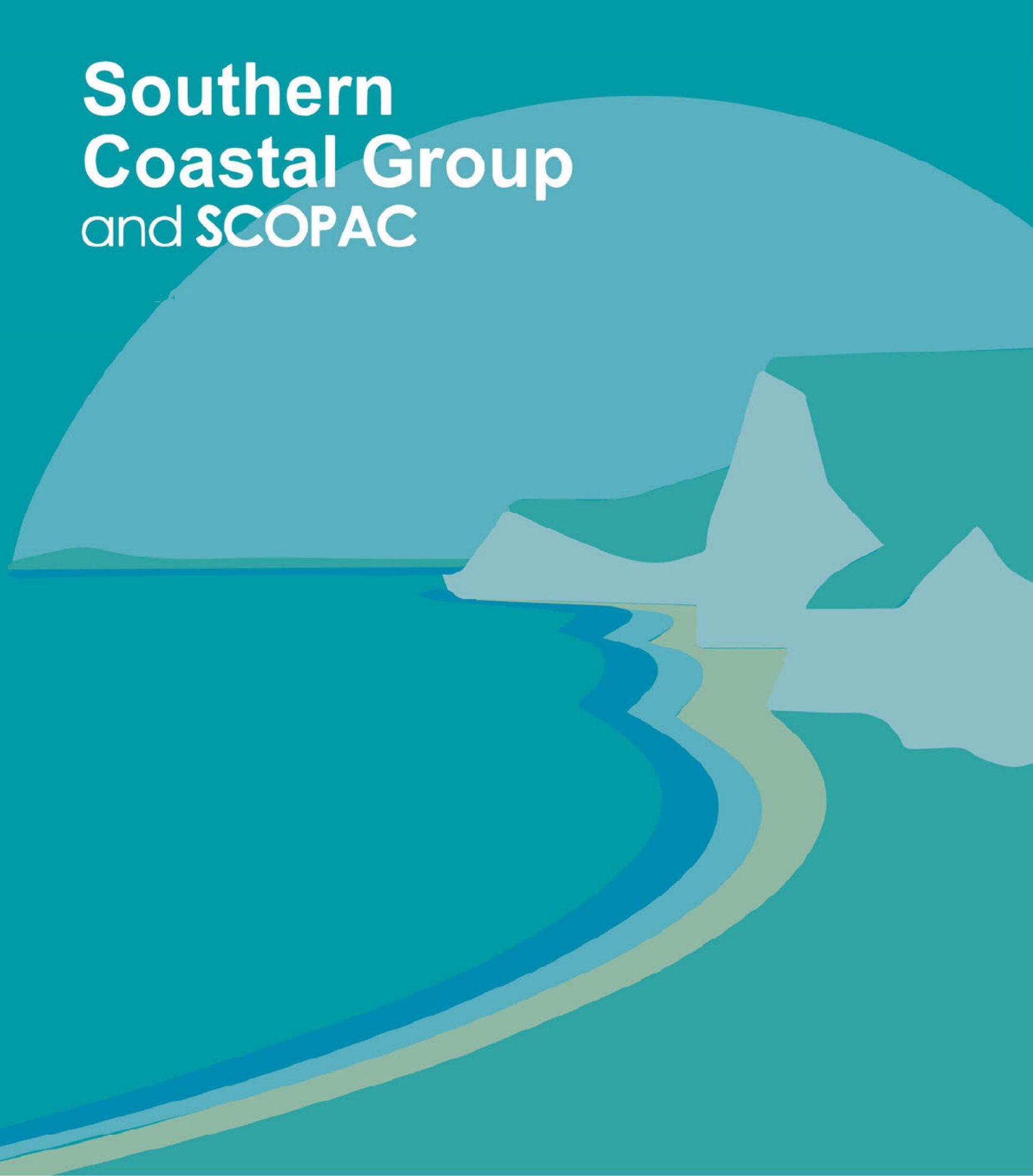


Southern Coastal Group and SCOPAC



COASTAL, FLOOD & INFRASTRUCTURE

Professional Services Framework

Appendix J - NEC4 PSC Work Order
(version 3.0)



Contract Execution

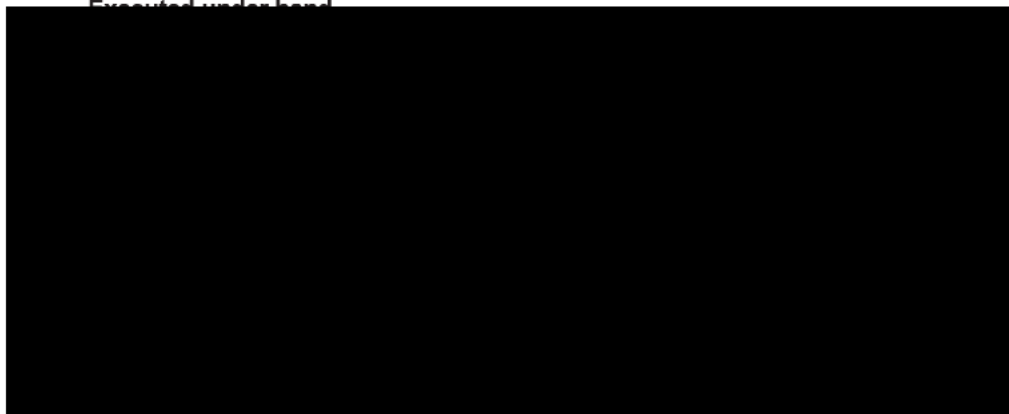
This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and HaskoningDHV UK Ltd for South and Southwest Coastal Flooding Incident Guide Improvement Project (the *service*).

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.

Executed under hand



Professional Service Contract (PSC) Work Order Template	
<p>This Work Order template should be used for Professional Service Contracts commissioned under the framework.</p> <p>The template sets out mandatory, optional and project specific entries to be used for all applicable Work Orders.</p>	
Mandatory Entries	<p>Green fields indicate mandatory entries that will apply to all Work Orders. These entries should not be varied by the <i>Client</i> or Relevant Public Body in normal circumstances.</p> <p>The framework <i>people rates</i> and <i>fee percentages</i> are set on the basis of these mandatory entries.</p> <p>In exceptional circumstances where a variation to these entries is required the <i>Supplier</i> may include a positive or negative risk price adjustment to reflect the changes made. Any variation to these mandatory entries and any associated risk price adjustment must be accepted by the</p>

	<i>Clients Representative</i> prior to commencement of the Work Order.
Optional Entries	<p>Orange fields indicate optional entries that may apply to Work Orders if selected by the Client or Relevant Public Body. The Client or Relevant Public Body should select any option/s that will apply to the Work Order.</p> <p>The framework <i>people rates</i> and <i>fee percentages</i> are set on the basis of that any of these optional entries may be included in any given Work Order.</p>
Project Specific Entries	Yellow fields indicate project specific entries where the Client or Relevant Public Body must complete any information that will apply to the Work Order.

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 October 2020)

Main Option	A	Option for resolving and avoiding disputes	W2
Secondary Options	X2, X3, X9, X10, X11, X18, Y(UK)2 and Z		
The <i>service</i> is	South and South West Coastal Flooding Incident Guide Improvement Project		

The <i>Client</i> is	
Name	Environment Agency
Address for communications	
Address for electronic communications	

The <i>Service Manager</i> is	
Name	
Address for communications	
Address for electronic communications	

The Scope is in	ENV7005120R-EA-00-ZZ-SO-PM-G0100 1-S0-P02-G0100-EA1-LOD1-Scope.docx		
The <i>language of the contract</i> is	English		
The <i>law of the contract</i> is the law of	England and Wales subject to the jurisdiction of the courts of England and Wales		
The <i>period reply</i> is	2 weeks	except that	
• The <i>period for reply</i> for		is	
• The <i>period for reply</i> for		is	
The <i>period for retention</i> is	6	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 weeks	

2 The Consultant's main responsibilities

If the <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key date</i>	The <i>key dates and conditions</i> to be met are		
	<i>condition</i> to be met		<i>key date</i>
	(1)		
	(2)		
	(3)		
If Option A is used	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than		4 weeks

3 Time

The <i>starting date</i> is	24th November 2023		
The <i>Client</i> provides access to the following persons, places and things			
	access		access date
	(1)		
	(2)		
	(3)		
The <i>Consultant</i> submits revised programmes at intervals no longer than		4 weeks	

If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>service</i>	The <i>completion date</i> for the whole of the <i>service</i> is	24th November 2025
If no programme 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 programme for acceptance is	4 weeks

4 Quality management

The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is	4 weeks
The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	26 weeks

5 Payment

The <i>currency of the contract</i> is the	pound sterling (£)		
The <i>assessment interval</i> is	Monthly		
If the <i>Client</i> states any <i>expenses</i>	The <i>expenses</i> stated by the <i>Client</i> are N/A		
	item	amount	
	Car mileage by <i>Clients</i> prior agreement only	£0.45 / mile Up to a maximum of the equivalent travel disbursements cost for the same journey.	
	Travel disbursements i.e. train, bus or taxi by <i>Clients</i> prior agreement only	At cost (no markup) Up to a maximum of the equivalent car mileage cost for the same journey.	
	Overnight accommodation inc. meals by <i>Clients</i> prior agreement only and where it would be impractical or unreasonable to travel home.	At cost (no markup) Up to a maximum of £100 / night.	
	The <i>interest rate</i> is	2	% per annum (not less than 2) above the
	base	rate of the	National Westminster bank

6 Compensation events

	These are additional compensation events
--	--

If there are additional compensation events	N/A
---	-----

8 Liabilities and insurance

If there are additional <i>Client's</i> liabilities	These are additional <i>Client's</i> liabilities.	
	(1)	
	(2)	
	(3)	
The minimum amount of cover and the periods for which the <i>Consultant</i> maintains insurance are		
Event	Minimum Amount of Cover	Period Following Completion of the Whole of the Service or Termination
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<p>£5,000,000 (five million pounds)</p> <p>in respect of each claim, without limit to the number of claims</p>	12 Years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	<p>£5,000,000 (five million pounds)</p> <p>in respect of each event without limit to the number of events</p>	12 months following Completion of the whole of the services or earlier termination.
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	<p>£5,000,000 (five million pounds)</p> <p>in respect of each event without limit to the number of events</p>	For the period required by law
If the <i>Client</i> is to provide any of the insurances stated in the Insurance Table		
	The <i>Client</i> provides these insurances from the Insurance Table.	
(1) Insurance against		
Minimum amount of cover is		
The deductibles are		

(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	
If additional insurances are to be provided	
	The <i>Client</i> provides these additional insurances
(1) Insurance against	
Minimum amount of cover is	
The deductiblesa are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	
	The <i>Consultant</i> provides these additional insurances
(1) Insurance against	
Minimum amount of cover is	
The deductiblesa are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	
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	
The sum equivalent to ten times the total of the Prices.	

Resolving and avoiding disputes	
The <i>tribunal</i> is	arbitration

If the <i>tribunal</i> is arbitration		
The <i>arbitration procedure</i> is	The latest arbitration procedure in force by the Institution of Civil Engineers	
The place where arbitration is to be held is	London	
The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is		
the Institution of Civil Engineers		
The <i>Senior Representatives</i> of the <i>Client</i> are		
Name (1)		
Address for communications		
Address for electronic communications		
Name (2)		
Address for communication		
Address for electronic communications		
The <i>Adjudicator nominating body</i> is		
The Institution of Civil Engineers		

X2: Changes in the law		
If Option X2 is used	The <i>law of the project</i> is	England and Wales subject to the jurisdiction of the courts of England and Wales

X3: Multiple currencies (used only with Option A)		
If Option X3 is used	The <i>Client</i> will pay for the items or activites listed below in the currencies stated	
items and activites	other currency	total maximum payment in the currency
N/A		
The <i>exchange rates</i> are those published in		
	on	(date)

X5: Sectional Completion		
If Option X5 is used	The <i>completion date</i> for each section of the service is N/A	
<i>section</i>	<i>Description</i>	<i>completion date</i>
(1)		

(2)		
(3)		
(4)		

X6: Bonus for early Completion

If Option X6 is used without Option X5	The bonus for the whole of the <i>service</i> is	N/A	per day
If Option X6 is used with Option X5	The bonus for each <i>section</i> of the <i>service</i> is		
<i>section</i>	Description	amount per day	
(1)			
(2)			
(3)			
(4)			
The bonus for the remainder of the <i>service</i> is			

X7: Delay damages

If Option X7 is used without Option X5	Delay damages for Completion of the whole of the <i>service</i> are	N/A	per day
If Option X7 is used with Option X5	Delay damages for each <i>section</i> of the <i>service</i> are		
<i>section</i>	Description	amount per day	
(1)			
(2)			
(3)			
(4)			
The delay damages for the remainder of the <i>service</i> are		NA	

X8: Undertakings to others

If Option X8 is used	The <i>undertakings to Others</i> are provided to

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 Executive Plan for acceptance is	

X12: Multiparty collaboration (not used with Option X20)

If Option X12 is used	The <i>Promoter</i> is
	N/A
	The Schedule of Partners is in
	The <i>Promoter's objective</i> is
	The Partnering Information is in

X13: Performance bond

If Option X13 is used	The amount of the performance bond is	
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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	The sum equivalent to ten times the total of the Prices	
The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to	The sum equivalent to ten times the total of the Prices	
The <i>end of liability date</i> is	12	Years after the Completion of the whole of the service

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

If Option X20 is used		
The <i>incentive schedule</i> for Key Performance Indicators is in		
A report of performance against each Key Performance Indicator is provided at intervals of		months

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used	
The <i>Consultant</i> is / is not to pay any charges made and to be paid any interest paid by the <i>project bank</i> (Delete as applicable)	

The account holder is **the Consultant / the Parties** (Delete as applicable)

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

If Option Y(UK)3 is used	term	<i>beneficiary</i>
	N/A	
If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	<i>beneficiary</i>
	The provisions of Options Y(UK)1	Named Suppliers

Z: Additional conditions of contract

All Main Options:	
Z4	<p>Data Protection</p> <p>Z4.1 In this Clause Z4, the following terms take the following meanings:</p> <p>Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.</p> <p>Personal Data and Processing: take their respective meanings given in the Data Protection Legislation.</p> <p>Z4.2 The <i>Client</i> and the <i>Consultant</i> acknowledge that it is not intended that any Personal Data is Processed under this contract or in the provision of the <i>services</i>. Nonetheless, each party, at its own expense, ensures that it complies with and ensures that it reasonably assists the other party to comply with the Data Protection Legislation.</p>

	<p>The <i>Client</i> and the <i>Consultant</i> also agree to take account of any guidance issued by the Information Commissioner's Office where relevant.</p> <p>Z4.3 The <i>Client</i> and the <i>Consultant</i> notify each other immediately if they consider that any of the Data Protection Legislation is in relation to this contract.</p> <p>Z4.4 Should it be required that Personal Data is Processed under this contract, the parties shall enter into a separate Data Processing Agreement (in a form to be agreed), detailing the parties' respective obligations in accordance with the Data Protection Legislation.</p>
Z1	<p>Z1 Disputes:</p> <p>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 Scope, takes precedence over Option W2.</p>
Z2	<p>Z2 Prevention</p> <p>The text of clause 18 Prevention is deleted.</p> <p>Delete the text of clause 60.1(12) and replace with:</p> <p>The <i>service</i> is affected by any of the following events</p> <ul style="list-style-type: none"> • War, civil war, rebellion, revolution, insurrection, military or usurped power; • Strikes, riots and civil commotion not confined to the employees of the <i>Consultant</i> and Subcontractors, • 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	<p>Z3 Disallowed Costs</p> <p>In second bullet of 11.2 (18) add:</p> <p>(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).</p> <p>Add the following additional bullets after 'and the cost of ' :</p> <ul style="list-style-type: none"> • Mistakes or delays caused by the <i>Consultant's</i> failure to follow standards in Scopes/quality plans. • Reorganisation of the <i>Consultant's</i> project team. • Additional costs or delays incurred due to <i>Consultant's</i> failure to comply with published and known guidance or document formats.

Z8	<ul style="list-style-type: none"> • Exceeding the Scope without prior instruction • 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. • Any hours exceeding 8 per day unless with prior written agreement of the <i>Service Manager</i> • Any hours for travel beyond the location of the nearest <i>Consultant's</i> office to the project unless previously agreed with the <i>Service Manager</i> • Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the <i>Service Manager</i> • Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to <i>Consultant</i> performance. • Costs associated with rectifications that are due to <i>Consultant</i> error or omission. • Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the <i>Consultant's</i> involvement • Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements <p>Z8 Requirement for Invoice</p> <p>Insert the following sentence at the end of clause 51.1:</p> <p>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 <i>Service Manager's</i> certificate.</p> <p>Delete existing clause 51.2 and insert the following:</p> <p>51.2 Each certified payment is made by the later of</p> <ul style="list-style-type: none"> • 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. <p>If a certified payment is late, or if a payment is late because the <i>Service Manager</i> 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.</p>
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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	HaskoningDHV UK Ltd
Address for communications	
Address for electronic communications	

The fee percentage is	The relevant fee percentage stated in the framework quotation information (Supplier to insert relevant fee percentage here)	0%
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The key persons are

Name (1)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	

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	ENV7005120R-EA-XX-00-TD-PR-G0200_1- A2-C01-G0200-EA1-LOD2-PPP_REVA.pdf
--	--

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is	1 Year 9 months
--	-----------------

If the Consultant is to decide the completion date for the whole of the service

The completion date for the whole of the service is	31 st August 2025
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5 Payment		
If the <i>Consultant</i> states any expenses	The expenses stated by the <i>Consultant</i> are	
	item	amount
	None	Nil
If Option A or C is used	The activity schedule is:	
	Phase 1 Task 1: Review of the University of Southampton Method	
	Phase 1 Task 2a: Proof of Concept Methodology	
	Phase 1 Task 2b: Impact Mapping	
	Phase 1 Task 3: Phase 1 Reporting	
	Phase 2 Task 4a: Refine and Scale Up - Modelling	
	Phase 2 Task 4b: Refine and Scale Up - Impact Mapping	
	Phase 2 Task 5: Estimate & Evaluate Visualisation Methods	
	Phase 2 Task 6: Phase 2 Reporting	
	Project Management November 2023	
	Project Management December 2023	
	Project Management January 2024	
	Project Management February 2024	
	Project Management March 2024	
	Project Management April 2024	
	Project Management May 2024	
	Project Management June 2024	
	Project Management July 2024	
	Project Management August 2024	
	Project Management September 2024	
	Project Management October 2024	
	Project Management November 2024	
	Project Management December 2024	
	Project Management January 2025	
	Project Management February 2025	
	Project Management March 2025	
	Project Management April 2025	
	Project Management May 2025	
	Project Management June 2025	
	Project Management July 2025	
	Project Management August 2025	
	The tendered total of the Prices 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

If Option X10 is used

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

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

N/A

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

N/A

named suppliers are

-

Data for the Short Schedule of Cost Components

The *people rates* are

The *people rates* stated in the framework
quotation information current at the time of
pricing.
(*Supplier* to insert the *people rates* here)

END