

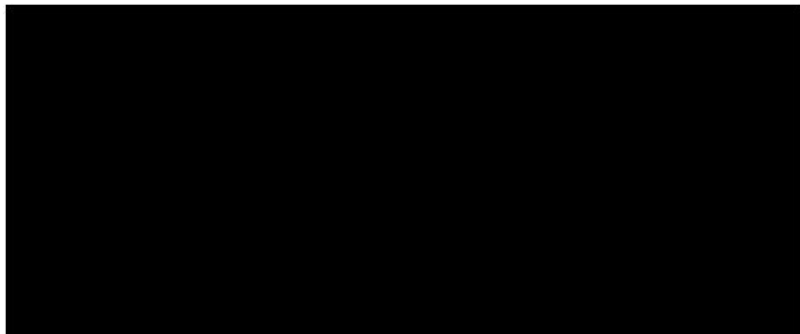


Framework:
Supplier:
Company Number:

Geographical Area:
Project Name:
Project Number:

Contract Type:
Option:

Contract Number:



Professional Service Contract
Option E

ecm_61405

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
STATEMENT DATA

Project Name: Future Funding March 21 EMD G3 PSO

Project Number: [REDACTED]

This contract is made on [REDACTED]
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.



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:

Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- 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

The *Client* is

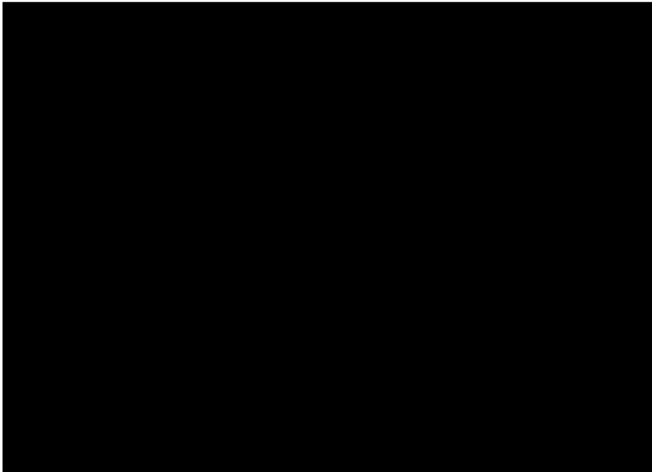
Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications



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 'none set' 'none set' 'none set' key date '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

The starting date is

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

[Redacted list of persons, places and things]

[Redacted text]

[Redacted text]

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

4 Quality management

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

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

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 Base rate of the [Redacted]

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 [Redacted]

6 Compensation events

These are additional compensation events

[Redacted list of compensation events]

- 3. 'not used'
4. 'not used'
5. [Redacted]

nd 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 use the skill and care normally used by professionals providing services similar to the <i>service</i>	£ [REDACTED] 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 <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the <i>Service</i>	Which ever is the greater of 12 months £5m or the amount required 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 £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
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The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract: [REDACTED]

Resolving and avoiding disputes

The *tribunal* is [REDACTED] 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, 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

bullet of 11.2 (18) add:

compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

adding additional bullets after 'and the cost of':

or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans.

ation of the *Consultant's* project team.

costs or delays incurred due to *Consultant's* failure to comply with published and known guidance or document formats.

the Scope without prior instruction that leads to abortive cost

the production 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 result 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.

ptions

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 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 t
to

The *end of liability date* is 6 Years after the
Completion of the whole of the *service*

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

wo - 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

Address for communications

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

Classification: Internal

The *key persons* are

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

Travel expenses are not included due to the current Covid 19 arrangements
Managing and mitigating the impact of Covid 19 and working in accordance

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

	Contract Name
Compulsory	Project Name
Compulsory	SOP Project Code
Compulsory	SOP Task Code
Compulsory	Contract Option
Complete after PO is raised	Purchase Order Number
Complete after Contract is published on Bravo	Contract number
Compulsory	Geographic Area
Compulsory	Delivery Hub / CDT
Compulsory for raising a Requisition for a PO	Project Executive Name
Compulsory for raising a Requisition for a PO	Commercial Lead (DGC or CSM):
	FastDraft User(s) (lines 12 and below?)
PSC Only ; Compulsory	Client Service Manager
PSC Only ; Optional	Client FastDraft View
PSC Only ; Compulsory	Consultant Manager
PSC Only ; Compulsory	Consultant Manager (email address)
PSC Only ; Compulsory	Consultant FastDraft Application for Payment access
PSC Only ; Optional	Consultant FastDraft View
ECC Only ; Compulsory	ECC PM Manager
ECC Only ; Optional	ECC PM FastDraft View
ECC Only ; Optional	Supervisor
ECC Only ; Compulsory	Contractor Contracts Manager
ECC Only ; compulsory	Contractor Contracts Manager (email address)
ECC Only	Contractor FastDraft Application for Payment access
ECC Only ; Optional	Contractor FastDraft View
Compulsory	Framework
CDF & CSF Only	Lot Number
Compulsory	EA Project Manager
Compulsory	Supplier
Compulsory	Contract Value
Compulsory	Stage of delivery
Expected on CDF	Partner contract
Compulsory	Commencement date
Compulsory	Completion date
Optional	Are sectional completion dates used?
Compulsory	Are additional compensation events used?
Compulsory	Defects Period (weeks)
Compulsory	Delay Damages Amount (£) and unit
Compulsory to check	Sectional Delay Damages

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

Name	Date

Incomplete contracts will be returned for proper completion before upload.

Classification: Internal.

Classification: Internal

Rev 1.4.9

Rev 1.4.9

Classification: Internal.

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

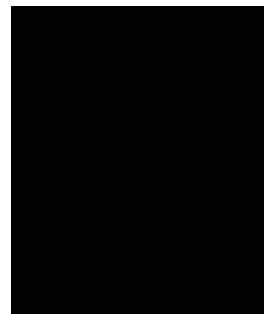
You can only fill in sections in yellow;

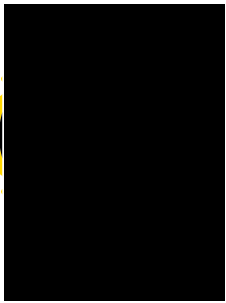


If you want to change any section in the yellow boxes, just overwrite the entries

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





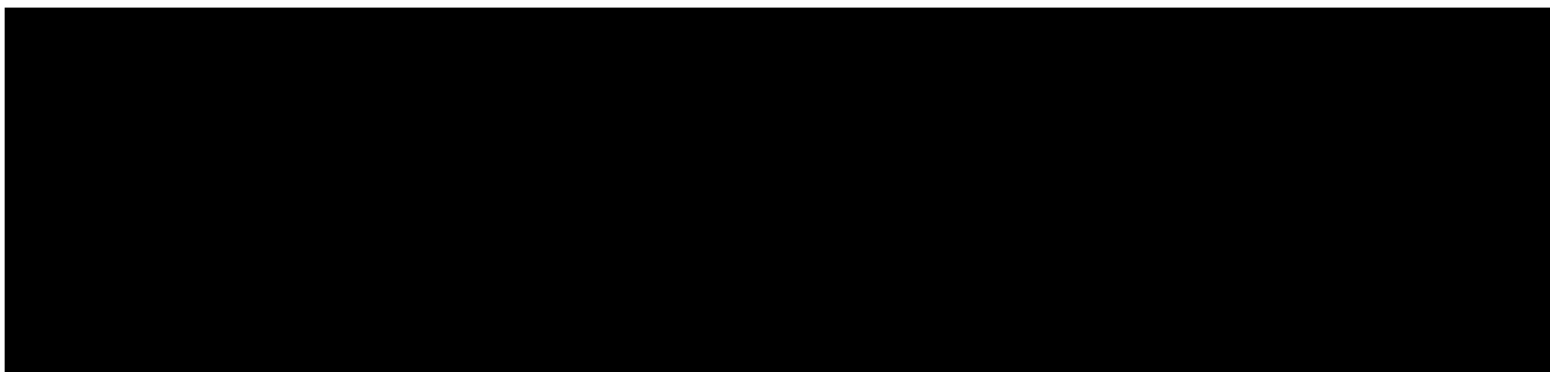
Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	
Project SOP reference	
Contract reference (Bravo)	
Date	
Version number	
Author	

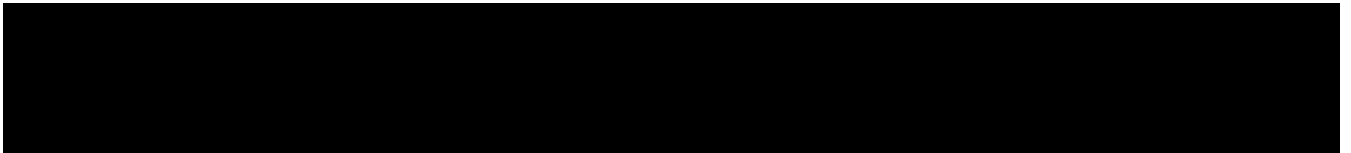
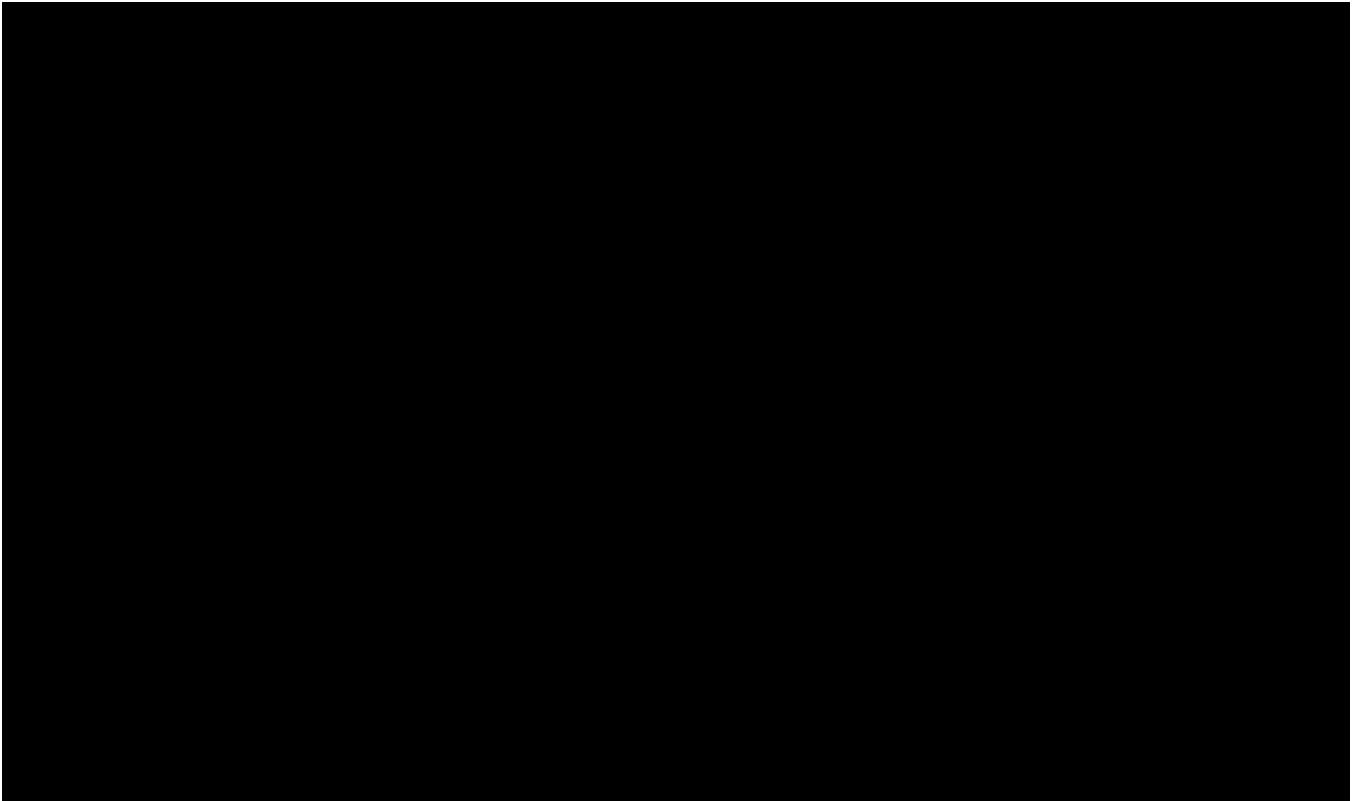
Revision history

Revision date	Summary of changes	Version number
13/10/2020	First Draft	0.1



Details of the *services*

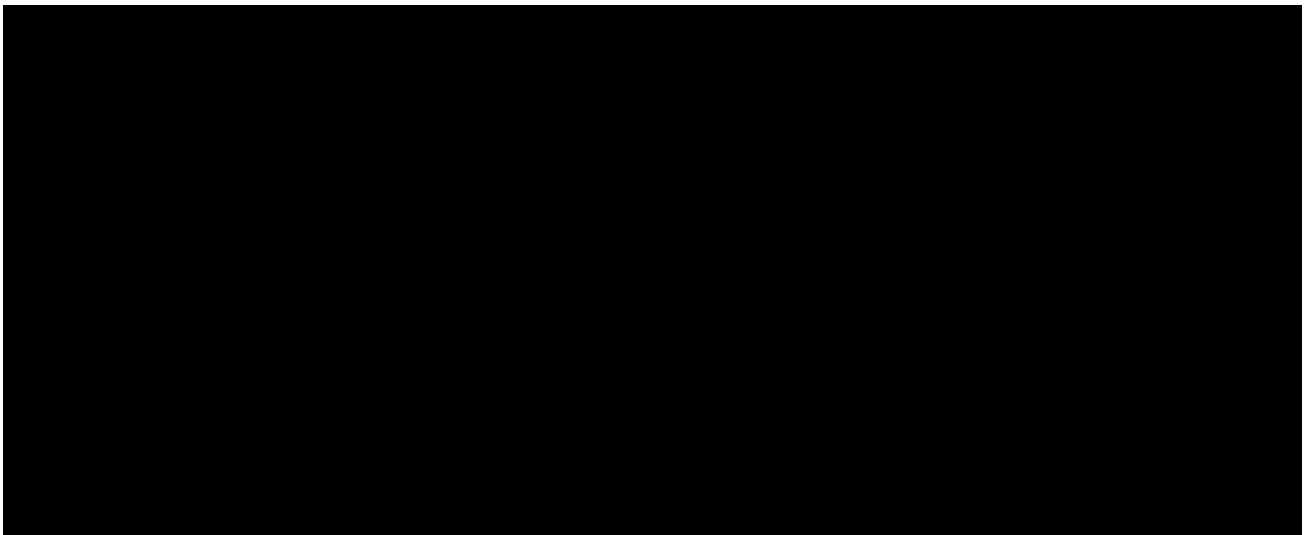
Details of the *services* are:

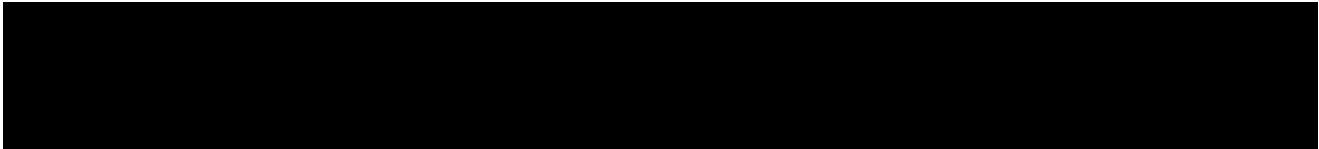


3. The *services* specifically excludes the following:

- a) Project Executive accountability.
- b) Internal *Client* financial approvals.

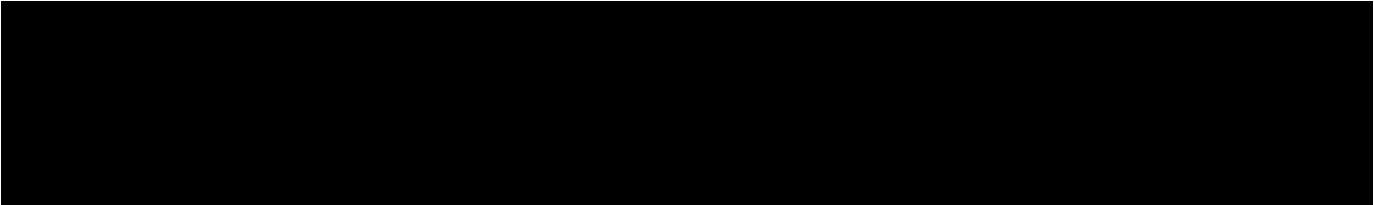
4. Site Information already available:



- 
- b) Under current COVID-19 restrictions, the *Client's* offices are currently closed. Therefore, the *Consultant* will be expected to initially work remotely. It is the *Consultant's* responsibility to ensure that suitable DSE assessments, internet connections and safety precautions are provided.
 - c) All required travel arrangements are to be made in accordance with the latest Public Health England COVID-19 guidance.
 - d) The *Consultant* shall not work more than 40 hours per week without prior approval from the *Service Manager*.
 - e) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable.
 - f) Any time deemed necessary for the *Consultant's* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
 - g) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.
 - h) *Consultant* shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.



8. Services and other things provided by the *Client*

- a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- 
- 