



Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Stage:

[Redacted]

[Redacted]

[Redacted]

National

[Redacted]

[Redacted]

[Redacted]

Option A

[Redacted]

Design

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework

Project Name	CSF Resource the Outcome Lots 3
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Project Number 34229

This contract is made on 14 January 2022
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
Scope of supply for RAFT+ V4

Part One - Data provided by the *Client*

Main
Option

Option A

W2

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 As part of Project Discovery these packages include Telemetry Standards, Assessing flood risk asset failure probability, and Asset Health & Priority

The *Client* is Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The Scope is in
Scope of supply for RAFT+ V4

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 <i>key dates</i> and <i>conditions</i> to be met are		
<i>condition</i> to be met		<i>key date</i>
'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 14 January 2022

The <i>Client</i> provides access to the following persons, places and things	
access	<i>access date</i>

The *Consultant* submits revised programmes at intervals no longer than 4 weeks

The *completion date* for the whole of the service is 31st April 2022

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

The *exchange rates* are those published in
on

6 Compensation events

These are additional compensation events

1. 'not used'
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
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The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£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 <i>Consultant</i>) <i>arising</i> from or in connection with the <i>Consultant</i> 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 <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
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		£5 million

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.

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 weeks

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

[REDACTED]

[REDACTED]

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

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]

[Redacted]

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

The *key persons* are

Name (2)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

The *key persons* are

Name (3)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

The *key persons* are

Name (4)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

The *key persons* are

Name (5)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

The *key persons* are

Name (6)
Job
Responsibilities
Qualifications
Experience

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

The *key persons* are

Name (7)
Job
Responsibilities
Qualifications

[Redacted]
[Redacted]
[Redacted]
[Redacted]

Experience

The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

As indicated by completion date

5 Payment

The *activity schedule* is

The forecast of the Prices is

[Redacted]

Resolving and avoiding disputes

[Redacted]

X10: Information Modelling

Contract Execution

Client execution

Signed Underhand by [PRINT NAME] for and on behalf of the Environment Agency

[REDACTED]

[REDACTED]

1.0 Validity of the current fragility curve method for each asset type

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Provide recommendations on the long-term potential to improve our failure analysis. This could include adjusting our inspection methodology to enable different methods to be utilised recommendations for prioritised data

[illegible]

the first of these is the fact that the system is not a simple one, and that the results are not always predictable.

The second of these is the fact that the system is not a simple one, and that the results are not always predictable.

The third of these is the fact that the system is not a simple one, and that the results are not always predictable.

The fourth of these is the fact that the system is not a simple one, and that the results are not always predictable.

The fifth of these is the fact that the system is not a simple one, and that the results are not always predictable.

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The seventh of these is the fact that the system is not a simple one, and that the results are not always predictable.

The eighth of these is the fact that the system is not a simple one, and that the results are not always predictable.

The ninth of these is the fact that the system is not a simple one, and that the results are not always predictable.

The tenth of these is the fact that the system is not a simple one, and that the results are not always predictable.

The eleventh of these is the fact that the system is not a simple one, and that the results are not always predictable.

The twelfth of these is the fact that the system is not a simple one, and that the results are not always predictable.

The thirteenth of these is the fact that the system is not a simple one, and that the results are not always predictable.

The fourteenth of these is the fact that the system is not a simple one, and that the results are not always predictable.

The fifteenth of these is the fact that the system is not a simple one, and that the results are not always predictable.

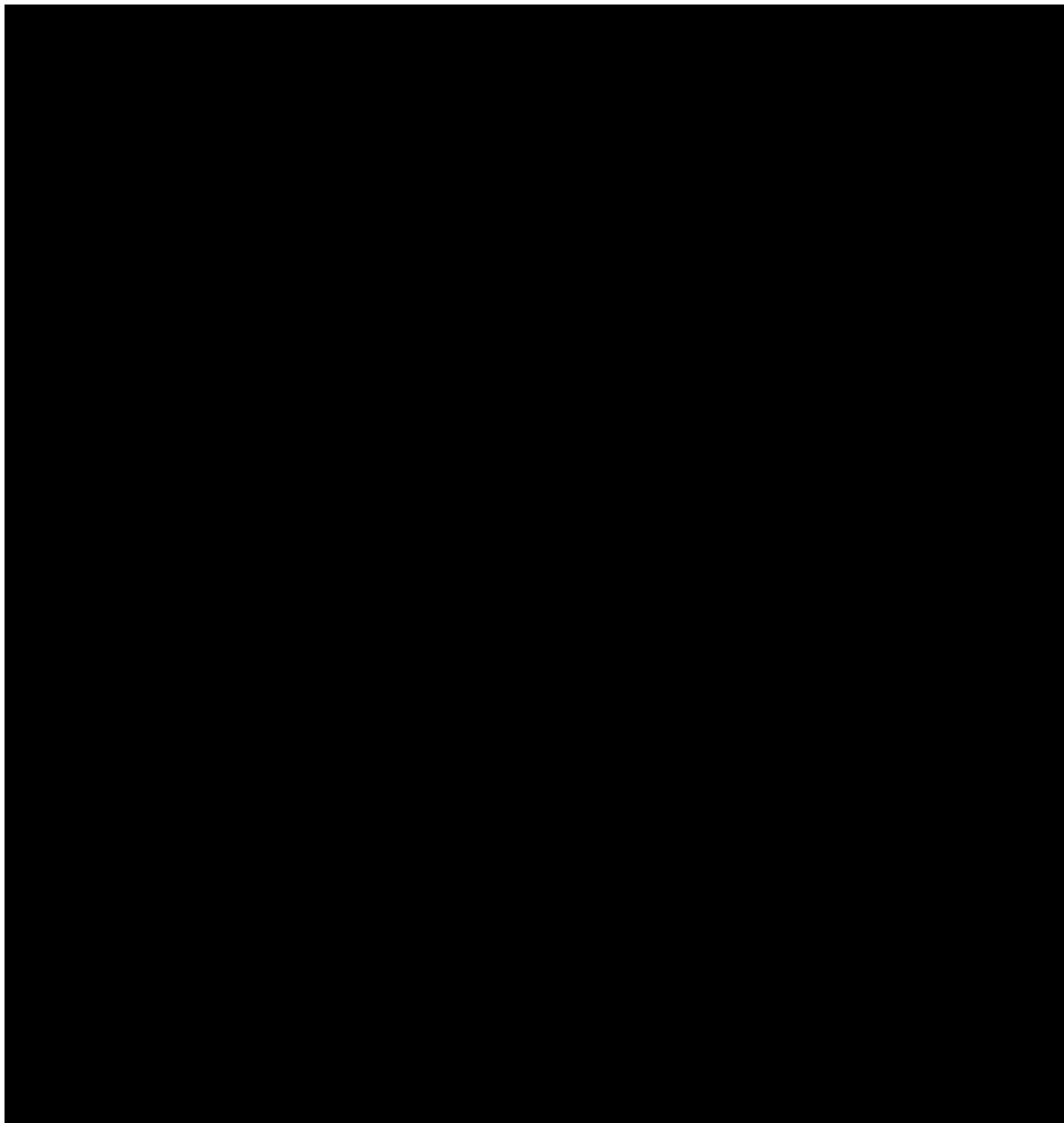
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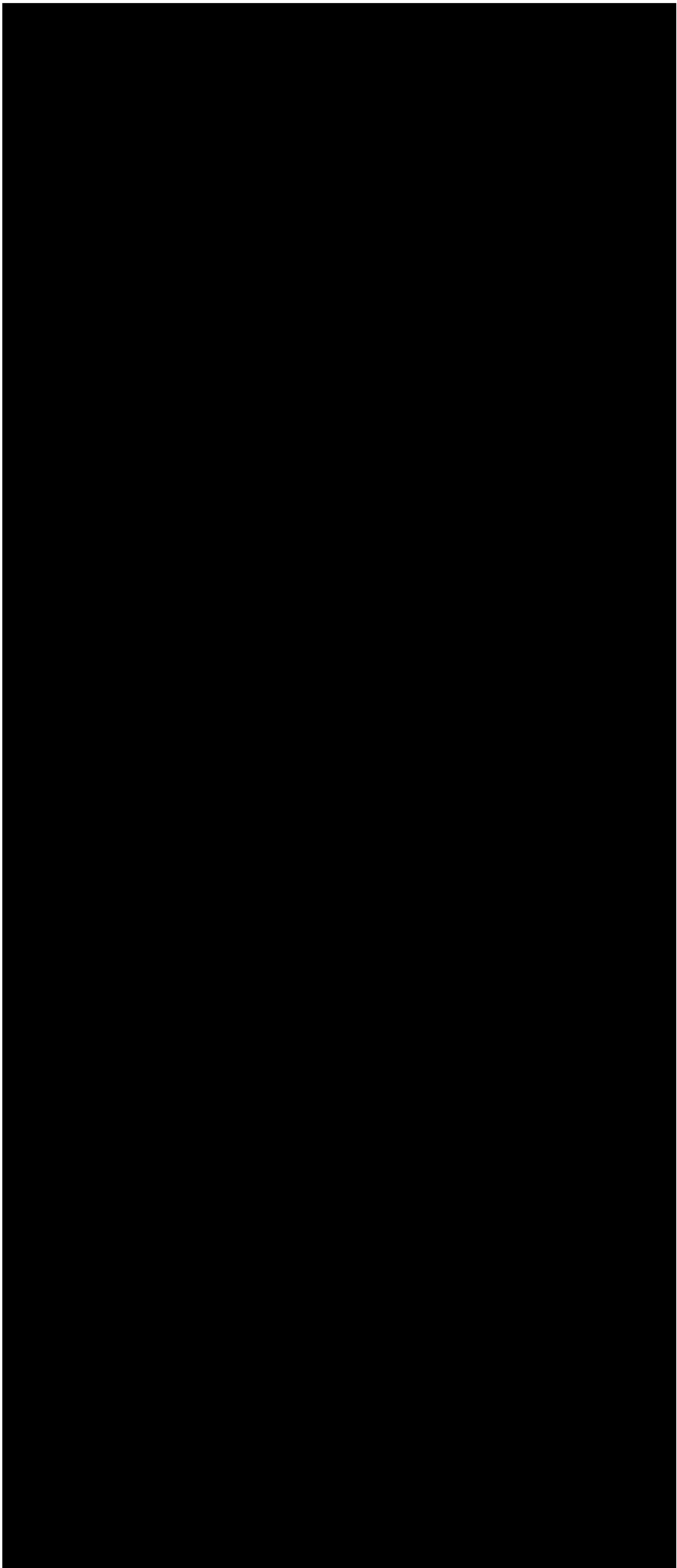
The seventeenth of these is the fact that the system is not a simple one, and that the results are not always predictable.

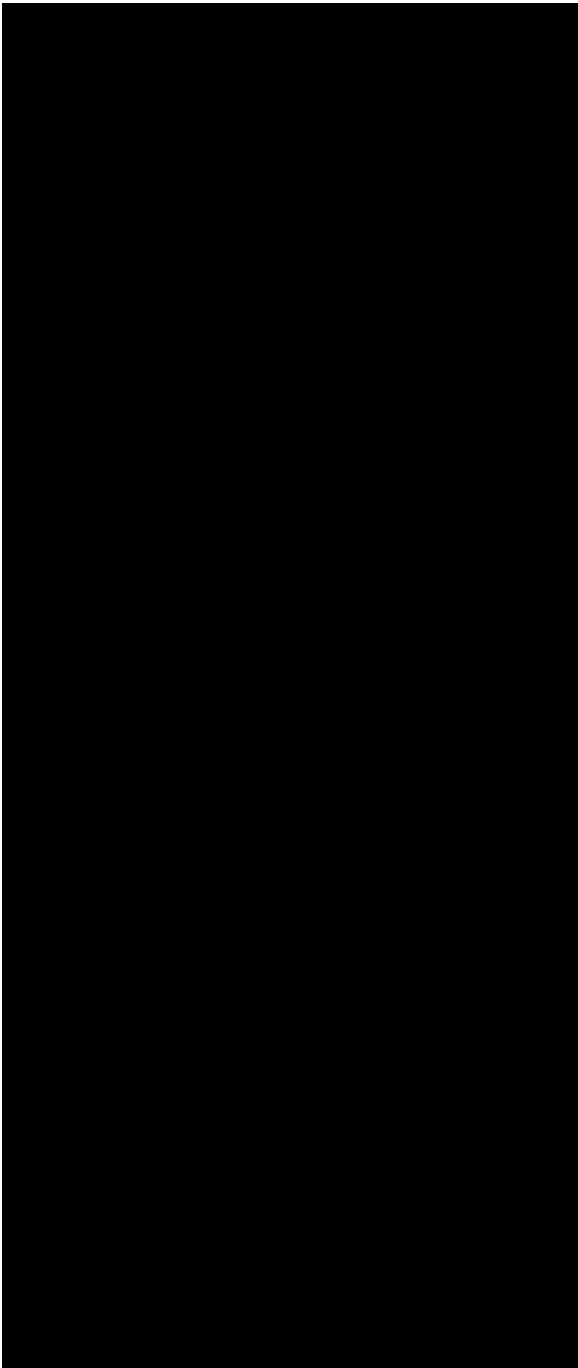
The eighteenth of these is the fact that the system is not a simple one, and that the results are not always predictable.

The nineteenth of these is the fact that the system is not a simple one, and that the results are not always predictable.

The twentieth of these is the fact that the system is not a simple one, and that the results are not always predictable.







Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

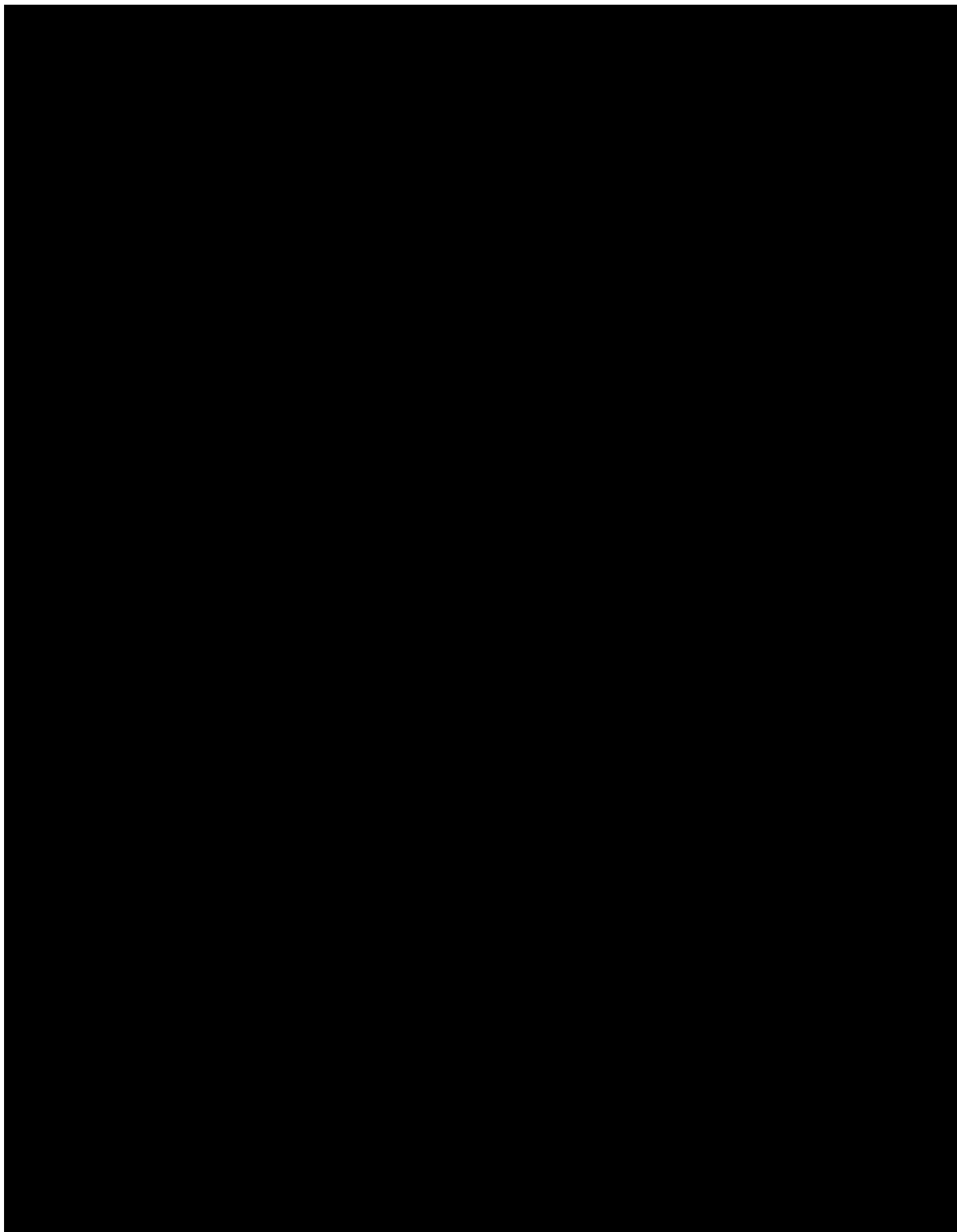
Project name	Assessing flood risk asset failure probability
Project 1B1S reference	
Contract reference	TBC
Date	12 th October 2021
Version number	1.4
Author	

Revision history

Revision date	Summary of changes	Version number
16/12/20	First draft	1.1
14/07/21	Second draft	1.2
24/09/21	Third draft	1.3
12/09/21	Eol for CSF Suppliers	1.4

This Scope must be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope will prevail. The services must be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	2.0	18/03/2020



the 1990s, the number of people in the UK who are employed in the public sector has increased by 1.5 million, from 2.5 million in 1980 to 4 million in 1995. The public sector has also become an important employer of women, with 5.5 million women employed in the public sector in 1995, compared with 4.5 million in 1980.

There are a number of reasons why the public sector has become an important employer of women. One reason is that the public sector has a high proportion of women in its workforce. In 1995, 88% of the public sector workforce were women, compared with 78% in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are traditionally held by women, such as teaching, nursing, and social work.

Another reason why the public sector has become an important employer of women is that it has a high proportion of jobs that are full-time. In 1995, 68% of the public sector workforce were employed full-time, compared with 58% in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are essential to the functioning of the state, such as those in the health and education sectors.

A third reason why the public sector has become an important employer of women is that it has a high proportion of jobs that are well-paid. In 1995, the average salary of a public sector employee was £18,000, compared with £15,000 in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are in the higher grades of the public sector pay scale, such as those in the senior management and professional grades.

There are a number of other reasons why the public sector has become an important employer of women. For example, the public sector has a high proportion of jobs that are secure, and a high proportion of jobs that offer good career prospects. These factors, along with the others mentioned above, have made the public sector an attractive employer for women.

The public sector has also become an important employer of women because it has a high proportion of jobs that are flexible. In 1995, 22% of the public sector workforce were employed on flexible contracts, compared with 12% in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are part-time or temporary, and a high proportion of jobs that offer flexible working hours.

There are a number of other reasons why the public sector has become an important employer of women. For example, the public sector has a high proportion of jobs that are well-located, and a high proportion of jobs that offer good benefits. These factors, along with the others mentioned above, have made the public sector an attractive employer for women.

The public sector has also become an important employer of women because it has a high proportion of jobs that are well-structured. In 1995, 68% of the public sector workforce were employed in jobs that were well-structured, compared with 58% in 1980. This is due to a number of factors, including the fact that the public sector has a high proportion of jobs that are in the higher grades of the public sector pay scale, and a high proportion of jobs that offer good career prospects.

