



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

Contract Execution

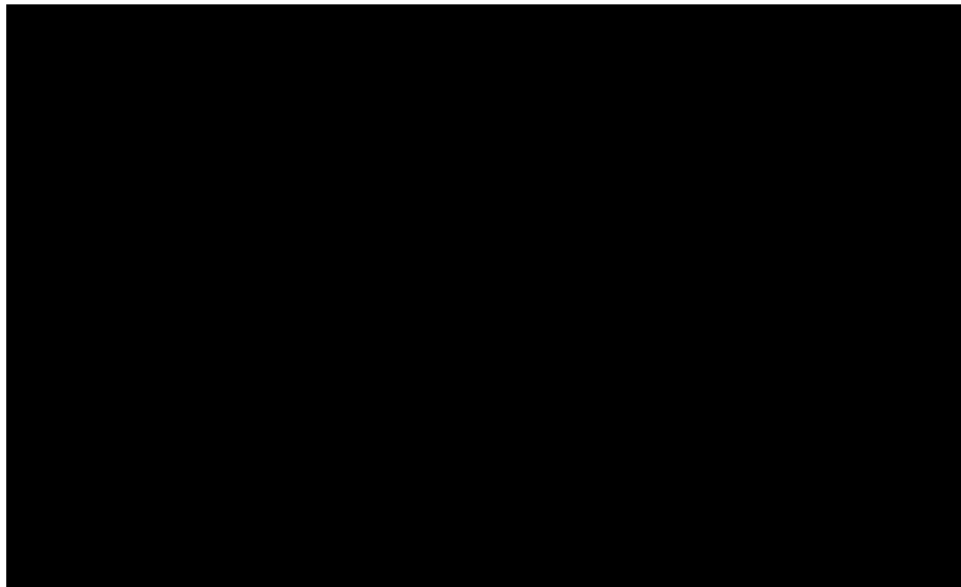
This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and WSP UK LTD. for Operational Instruction Review (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 (with reference number RM6165).

Executed under hand



Contract Data

PART ONE –

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 January 2019)

Main Option Option for resolving and avoiding disputes

Secondary Options

The *service* is

The *Client* is
Name

Address for communications

Address for electronic communications

The *Service Manager* is
Name

Address for communications

Address for electronic communications

The *Scope* is in

The <i>language of the contract</i> is	<input type="text" value="English"/>		
The <i>law of the contract</i> is the law of	<input type="text" value="England and Wales, subject to the jurisdiction of the courts of England and Wales"/>		
The <i>period for reply</i> is	<input type="text" value="2 weeks"/>	except that	
• The <i>period for reply</i> for	<input type="text" value="n/a"/>	is	<input type="text" value="n/a"/>
• The <i>period for reply</i> for	<input type="text" value="n/a"/>	is	<input type="text" value="n/a"/>

The *period for retention* is 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 The Consultant's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text" value="n/a"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

If Option A is used

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

If Option C or E is used

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

3 Time

The *starting date* is

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

access	access date
(1) <input type="text"/>	<input type="text"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

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

4 weeks

If the *Client* has decided the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

24/03/2025

If no programme is identified in part two of the Contract Data

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

2 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, if not previously provided by the *Consultant*

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

52 weeks

5 Payment

The *currency of the contract* is the

£ sterling

The *assessment interval* is

Monthly

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The *interest rate* is % per annum (not less than 2) above the

Base

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

The period within which payments are made is

1 Month

If Option C or E is used and the *Client* states any locations

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

All UK offices

If Option C is used

The *Consultant's share percentages* and the *share ranges* are

share range

Consultant's share percentage

less than	<input type="text"/>	%	<input type="text"/>	%
from	<input type="text"/>	% to	<input type="text"/>	%
from	<input type="text"/>	% to	<input type="text"/>	%
greater than	<input type="text"/>	%	<input type="text"/>	%

If Option C or E is used

The *exchange rates* are those published in

on (date)

6 Compensation events

If there are additional

These are additional compensation events

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's liabilities*

(1)

(2)

(3)

The minimum amount of cover and the periods for which the *Consultant* 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>	<input type="text" value="£5 million"/> in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works or earlier termination
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	<input type="text" value="Whichever is greater of £5 million or the amount required by law"/> in respect of each event, without limit to the number of events	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	<input type="text" value="Whichever is greater of £5 million or the amount required by law"/> in respect of each event, without limit to the number of events	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(3) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a

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

If the *tribunal* is arbitration

The *arbitration procedure* is

'to be confirmed'

The place where arbitration
is to be held is

'to be confirmed'

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

'to be confirmed'

The *Adjudicator nominating body* is

Institution of Civil Engineers

X2: Changes in the law

If Option X2 is used	The <i>law of the project</i> is	The law of England and Wales, subject to the jurisdiction of the courts of England and Wales
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X9: Transfer of Intellectual Property Rights

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 Execution Plan for acceptance is	2 weeks
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X11: Termination by the Client

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	£5 million
	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	£5 million
	The <i>end of liability date</i> is	6 years after the Completion of the whole of the <i>service</i>

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 days after the date on which payment becomes due

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

If Option Y(UK)3 is used

term

beneficiary

No Terms under this contract

No Beneficiaries under this contract

If Y(UK)3 is used with

term

beneficiary

Y(UK)1 the following entry is added to the table for Y(UK)3

The provisions of Options Y(UK)1

Named Suppliers

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Z1 Disputes:

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.

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

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.

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.

Z 130 Rate adjustment

Z130.1 The Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate *Framework Prices*.

Z 131 Change to the Schedule of Cost Components

Add clause 11.2(19) The People Rates are the *people rates* unless later changed in accordance with the contract and provided that at all times and under any circumstance howsoever arising the People Rates do not exceed the equivalent and directly comparable Framework Price as set out in Crown Commercial Services (CCS) Construction Professional Services Framework RM6165.

In the Schedule of Cost Components delete the section titled **People** and replace with:

People

1 The following components of the cost of people.

11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work on the contract.

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

WSP UK LTD

Address for communications

Address for electronic communications

The *fee percentage* is

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

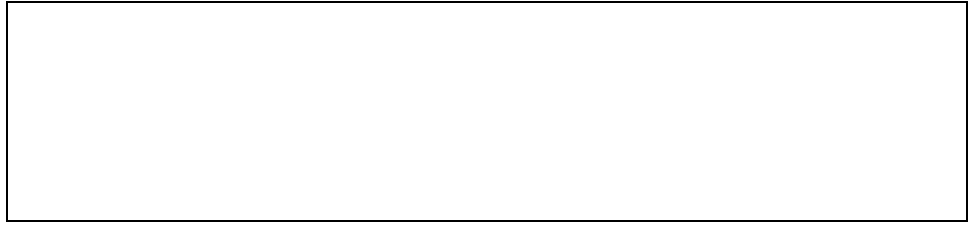
Job

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

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

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

5 Payment

If the *Consultant* states *expenses*

The *expenses* stated by the *Consultant* are any

item

amount

If Option A or C is used

The *activity schedule* is

If Option E is used

The forecast 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

Data for the Schedule of Cost Components (used only with Options C or E)

The *overhead percentages* for the cost of support people and office overhead are

location	<i>overhead percentage</i>
<div></div>	<div>%</div>
<div></div>	<div>%</div>
<div></div>	<div>%</div>

Data for the Schedule of Cost Components (used only with Option E)

The *people rates* are

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	Operational Instruction Review
Project SOP reference	ENV6005058R
Contract reference	tbc
Date	29/02/2024
Version number	002
Author	

Revision history

Revision date	Summary of changes	Version number
27/09/23	First issue	001
30/10/23	Second issue	002
29/02/24	Third issue	003

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *services* are to be compliant with the version of the Minimum Technical Requirements & Exchange Information Requirements.

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	V12	30/12/2021
LIT 17641	Exchange Information Requirements	EIR v2.5	01/04/2021

Details of the Scope

Details of the Scope are as follows.

1. Description of the work:

1.1. Objective

Asset Operations and Improvements will own a comprehensive and coherent suite of operational instructions and generic risk assessments relating to our core asset operations activities. The documents will provide essential instructions and guidance to our area operational teams to support the safe delivery of their operation, maintenance, and incident response activities. This project will review and replace the existing suite of documents with a new system which brings in industry best practice in an accessible way.

1.2. Outcome Specification

The Environment Agency (EA) owns and operates an existing suite of documents which provide essential safety and environmental risk management instruction and guidance for our front-line operatives and those that are responsible for planning operation and maintenance activity. The documents are a mixture of instructions, risk assessments, guidance, and information, and have been incrementally added to over the past 2 or 3 decades, triggered by a specific need at the time or clarification required. It has become clear that the suite of documents require a full overhaul as many have become out of date, confusing for the reader, contradictory or no longer relevant.

This project will review the current position, and then plan and design a new system of generic risk assessments and associated instructions to support our front-line teams in an effective, and meaningful way. It should seek to learn from other organisations and discover best practice whilst providing opportunity to bring our operatives and staff who plan works with us, through a meaningful programme of engagement.

The current suite of documents we maintain is around 130, however, a complete overhaul may increase or reduce this number, depending on the agreed outcomes we want to achieve, and its final design.

This project has crossover's with other parts of the organisation, namely our corporate health and safety team who are delivering our ISO45001 certification programme, and our asset management system team who are coordinating overall ownership and control of hundreds of other operational instructions. This project will need to coordinate and collaborate closely with others. This will be controlled by the EA project manager.

The project is to be split into incremental phases to ensure we apply a methodical approach to making what may be some significant changes to an Environment Agency asset management and health, safety and wellbeing system.

Phase 1 – Discovery

1. Review and categorise our full list of existing standards, Operational Instructions, GRAs and guidance
2. Analyse the suite to identify gaps and approach taken – focussing on how legislation is applied and how useful the document is
3. Present findings of systems/ ways of working adopted by similar organisations (minimum of 3)
4. Deliver 3 separate workshops to understand guidance, instruction and generic risk assessment needs from a range of internal customers (area ops and national teams assembled by the EA project manager). The scope and content of these workshops will need to be agreed with the Environment Agency Project Manager before commencement.
5. Working with the Project Manager, Identify members from the operations community to form an end user group for consultation for future phases.
6. Present findings to project team

Phase 2 – Design

1. Design new templates for standards, instructions, guidance utilising learning from our internal ISO 45000 work
2. Design the architecture of the new suite of documents including the look and feel, consistent vocabulary and terms of reference
3. Demonstrate how the system flows and knits together, as well as how it aligns with our asset management and HSW ISO certifications
4. Present the above proposals to the project team for review. Must incorporate opportunity for feedback and adjustments according to key project stakeholders including the corporate Safety, Health, Environment & Wellbeing Team, Asset operations and Improvements and members of an end user group identified in stage 5 above.

Programme

1. Develop, maintain and report monthly upon the Programme for the project.
2. Provide a monthly forecast and expenditure profile which is in line with the Programme.

2. Outcomes required

The *Consultant* shall

- a) Liaise with the *Client*
- b) Undertake financial monitoring and reporting, resource planning and risk reviews.
- c) Review and maintain project programme as required, and specifically in advance of any progress meeting.
- d) Review and maintain early warning register as required, and specifically in advance of any progress meeting.

3. Constraints on how the *Consultant* provides the *services*

- a) The *Consultant* is not to delegate their duties or powers without prior written agreement from the *Client*
- b) The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. Relevant *Client* data is identified in Appendix A. In addition, any other existing sources known to the *Consultant* should be utilised.
- c) Environment Agency Working hours are limited to 9am to 5pm, Monday to Friday, unless otherwise agreed with the *Client*
- d) Engagement with Environment Agency staff is to be organised via the Project Manager to ensure a wide breadth of skills, experience and Areas are included.
- e) As this project is being run by a national Environment Agency Team, the service can be provided from anywhere within the UK, although there will be an expectation to travel for workshops.

4. Specifications or standards to be used

- a) Internal Controlled Content guidelines

b) HSW ISO45000 agreed standards (to be provided at Tender stage)

5. Specific Project Requirements

- a) The *Consultant* shall provide a detailed project plan in microsoft project format. A baseline plan shall be provided for the project start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline.
- b) The programme shall cover all the activities to be undertaken by the *Consultant* and other members of the project team. Include all major project milestones from commencement to the end of the reporting, consultation and approvals stage.

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

- a) Asite
- c) Accommodation and Venues for workshops with EA staff
- d) All of the data listed as being supplied to the supplier as part of this study remains the Intellectual Property of the *Client*.
- e) The data custodian for project deliverables from this commission will be the Asset Operations and Improvements

7. Dispute resolution process

7.1 To raise a dispute:

- i. the decision giving rise to the dispute must have been communicated under the contract in accordance with clause 13,
- ii. the party who disputes the decision raises its dissatisfaction with the decision within 28 days of the decision being communicated and communicates this dissatisfaction in accordance with clause 13 of the PSC, otherwise the decision is deemed undisputed/ accepted; and

iii. the issue becomes a formal Dispute and is addressed in accordance with Option W2 of the contract.

7.2 The Dispute is initially raised to the Client's Assurance Representative by the Consultant's Project Manager, or Client's Project Executive, within 28 days of the decision being communicated. The Consultant's Project Manager and Client Project Executive each provide a written submission in support of their case within one week of the Dispute being raised. The Client's Assurance Representative determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the framework and call-off contract and communicates their decision and reasons to both parties in accordance with the call-off contract within two weeks of receipt of the written evidence.

7.2.1 If either party remains dissatisfied with the decision the dispute is escalated to the Client's senior representatives by the Consultant's Framework Manager or the Client's Project Executive within two weeks of the Client Assurance Representative's decision being communicated. The Consultant's Framework Manager and Client's Project Executive provide a written submission in support of their case within one week of the escalation. The Client's senior representatives determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the framework and call-off contract and communicates their decision and reasons to both parties in accordance with the call-off contract within two weeks of receipt of the written evidence.

If either party remains dissatisfied with the decision, the dispute is escalated to the Client's Deputy Director Portfolio Delivery Office, by the Consultant's Programme Director or the Client's Project Executive, within two weeks of the Client senior representative's decision being communicated. The Consultant's Programme Director and the Client's Project Executive provide a written submission in support of their case within one week of the escalation. The Client's Deputy Director Portfolio Delivery Office determines the contractual decision on the basis of the written evidence submitted to them, and the terms of the framework and call-off contract and communicates their decision and reasons to both parties in accordance with the call-off contract within two weeks of receipt of the written evidence.

7.2.3 If either party remains dissatisfied with the decision the dispute may be referred to adjudication.

7.3 During dispute proceedings all parties have a duty to continue their performance under this contract.

Appendix A Existing Information

Title	Format	Available from
Asset Operations & Improvement Documents for review v1	MS Excel	Project Manager at Tender stage
<p>Example documents;</p> <p>EOIs</p> <p>LIT 11408 - Working with and around plant v2</p> <p>LIT 11402 - Lifting operations and lifting equipment v2</p> <p>GRAs</p> <p>LIT 10980 – Generic Risk Assessment (GRA) – Vegetation Control v2</p> <p>LIT 67826 – Generic risk assessment: Fieldwork in rural location v1</p> <p>Instructions</p> <p>LIT 12020 - Managing and organising asset maintenance v2</p> <p>LIT 13080 – Managing winching operations safely v2</p> <p>Guidance</p> <p>LIT 16152 - PCI user guide v1</p> <p>LIT 11300 - Fleet Identification System – v1</p> <p>Templates</p> <p>LIT 12938 – Risk Management Pack (CPP) word version v3</p> <p>LIT 11322 - Request for work to be carried out v2</p> <p>Information Only</p> <p>LIT 13083 - Advanced winch designers v2</p>	MS Word	Project Manager at Tender stage
HSW Topics, Documented Information and Glossary of Terms v1	MS Word	Project Manager at Tender stage
Copies of all relevant instructions, guidance and GRAs to be	MS Word	Project Manager at

reviewed as listed in <i>Asset Operations & Improvement Documents for review v1</i>	and MS Excel	contract commencement
LIT 10960 - Controlled content- write internal controlled content v13	MS Word	Project Manager at contract commencement
LIT 10963 - Controlled content- Word template for policies, guidance and instructions v15	MS Word	Project Manager at contract commencement
LIT 10970 - Controlled content- guidance for using Word templates v10	MS Word	Project Manager at contract commencement
LIT 11237 - Controlled content- content type descriptions v14	MS Word	Project Manager at contract commencement
LIT 55031 - Content Cloud- create, edit and submit content for assurance and approval v13	MS Word	Project Manager at contract commencement
LIT 55520 - Controlled content- Word risk assessment template v4	MS Word	Project Manager at contract commencement
2023-08-30 - OI review - applying principles - initial thoughts v2	MS PowerPoint	Project Manager at contract commencement

