



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack was V4 in bidder pack)	Go live template (this document)
V2 updates to Z clauses to ensure they are applicable to Main Option and Framework Schedules	Under framework change process

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 [REDACTED] and [REDACTED] for Saltfleet to Gibraltar Point Radar Monitoring. (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 2024 Mapping and Modelling Framework and executed the framework agreement

Executed under hand



Contract Data

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 January 2019)

Main Option

A

 Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in the Law
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

additional conditions of contract
Z1,Disputes
Z2,Pevention
Z3, Disallowable Costs
~~Z4,Share on Termination~~
Z6 The Schedule of Cost Components
Z24 Requirements for Invoice
Z125 Limitation of Liability
~~Z130 Rate Adjustment~~

The *service* is

To provide technical advice and recommendations following analysis of the radar datasets as to how the sand moves around the system and to report on the suitability of the land-based radar monitoring systems as an aid for monitoring coastal processes along the Saltfleet to Gibraltar Point Strategy (SGPS) area with the aim for the products to help identify more sustainable long term approaches to flood risk management of the Saltfleet to Gibraltar Point (SGP) area.

The *Client* is

Name

Address for communications

Address for electronic communicatio

The *Service Manager* is

Name

Address for communications

Address for electronic communication

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

[add]

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="Not used"/>	<input type="text"/>
(2)	<input type="text" value="Not used"/>	<input type="text"/>
(3)	<input type="text" value="Not used"/>	<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" value="Sharepoint"/>	<input type="text" value="03/02/2025"/>
(2) <input type="text" value="Asite"/>	<input type="text" value="03/02/2025"/>
(3) <input type="text" value="Marlan Data Portal"/>	<input type="text" value="03/02/2025"/>

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

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

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

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

4 Quality management

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

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

5 Payment

The *currency of the contract* is the

The *assessment interval* is

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 rate of the 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

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~~

6 Compensation events

If there are additional

These are additional compensation events

None

8 Liabilities and insurance

If there are additional
Client's liabilities

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 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>	<div> <div></div> in respect of each claim, without limit to the number of claims </div>	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	<div> <div>Whichever is greater of <div></div> or the amount required by law</div> in respect of each event, without limit to the number of events </div>	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	<div> <div>Whichever is greater of <div></div> or the amount required by law</div> in respect of each event, without limit to the number of events </div>	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	n/a
(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 x the total of the Prices [lesser of £2m]

Resolving and avoiding disputes

The *tribunal* is

If the *tribunal* is arbitration

The <i>arbitration procedure</i> is	<input type="text" value="to be confirmed"/>
The place where arbitration is to be held is	<input type="text" value="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 communication

The *Adjudicator* is

Name

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 *law of the project* is

The law of England and Wales, subject to the jurisdiction of the courts of England and Wales

X5: Sectional Completion

If Option X5 is used The *completion date* for each section of the *service* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	<div>Not used</div>	<div></div>
(2)	<div></div>	<div></div>
(3)	<div></div>	<div></div>
(4)	<div></div>	<div></div>

X7: Delay damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the *service* are

Not Used

 per day

If Option X7 is used with Option X5 Delay damages for each *section* of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<div>Not used</div>	<div></div>
(2)	<div></div>	<div></div>
(3)	<div></div>	<div></div>
(4)	<div></div>	<div></div>
The delay damages for the remainder of the <i>service</i> are		<div></div>

X8: Undertakings to Others

If Option X8 is used The *undertakings to Others* are provided to

X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is

2 weeks

X11: Termination by the *Client*

X13: Performance bond

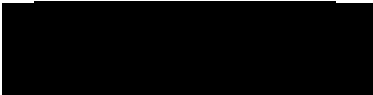
If Option X13 is used The amount of the performance bond is

[add] N/A

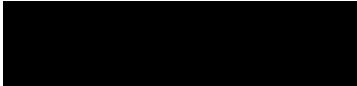
X18: Limitation of liability

If Option X18 is used

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 the *defects date* is limited to



The *end of liability date* is

6

 years after the Completion of the whole of the *service*

Y(UK)1: Project Bank Account

Charges made and interest paid by the *project bank*

The *Consultant* **is not** to pay any charges made and to be paid any interest paid by the *project bank* (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 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

Not Used

Not Used

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:

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 - Option A contracts only

Add sub-bullets to clause 60.1(1) second bullet, second sub-bullet:

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality
- 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 result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z6 The Schedule of Cost Components

The Short Schedule of Cost Components are as amended in the Framework Schedule 2

Z24 Requirement for Invoice

Add the following sentence to 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* approval of a fee note.

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made within one week after the paying Party receives an invoice from the other Party and If a certified payment is late, 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

Z125 Limitation of Liability (only use if X18 limits are reduced)

Under clause 87.1

after the fourth bullet point

insert the additional bullet points:

- loss of or damage to the *Client's* property, to the sum that the *Consultant* is required to insure under the contract in respect of such loss or damage,
- death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract, to the sum that the *Consultant* is required to insure under the contract in respect of such death or bodily injury.

- loss of or damage to the *Client's* property, to the sum that the *Consultant* is required to insure under the contract in respect of such loss or damage,
- death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract, to the sum that the *Consultant* is required to insure under the contract in respect of such death or bodily injury.

~~Z 130 Rate adjustment~~

~~Z130.1 The outstanding portion of Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate Staff Grade Rate Cap adjustment.~~

~~Z130.2 The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.~~

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

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

Provision of data – all data needs to be provided on project award ([REDACTED] was not received in time to review as part of the tender) to meet the key milestones.
Transparency in radar methodology – early conversations with [REDACTED] has raised concerns with datums which may need additional effort to address.
Errors in the data – these may need additional effort to address.

2 The Consultant’s main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

n/a

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

Shown in Table 1 and Appendix A of the proposal

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

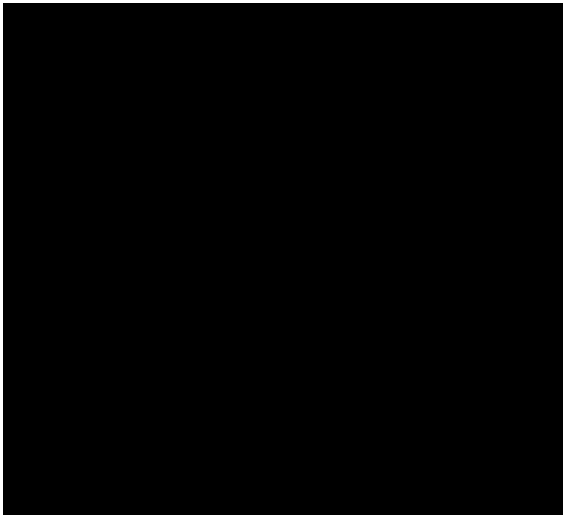
Address for communications

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

n/a

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

The *people rates* are

category of person (grade1-5)	Unit (hours)	Rate (Staff Grade Rate Cap £/hr)	Contract Rate Variance	Contract <i>people</i> rate (£/hr)
----------------------------------	--------------	-------------------------------------	------------------------------	---------------------------------------

