



# 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 Arcadis LLP for Site Supervision services across a variety of projects on the Thames Navigation Programme 2023-24 (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).

Environment Agency (*Client*)

Signed underhand by

for and on behalf of the Environment Agency

[Redacted Signature]

[Redacted Signature]

05.10.2023

Project Executive

Date

Role

*Consultant* execution

Signed underhand by

for and on behalf of Arcadis LLP

[Redacted Signature]

[Redacted Signature]

04.10.2023

Business Area Director, Resilience

Signature

Date

Role

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 *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is  except that

\* The *period for reply* for  is

\* The *period for reply* for  is

The *period for retention* is  year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

N/A

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" value="N/A"/>	<input type="text"/>
(3)	<input type="text" value="N/A"/>	<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

31/03/2026

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"/> % <input type="text"/> %
from	<input type="text"/> % to <input type="text"/> % <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

**Financial Times**

on  (starting date) (date)

## 6 Compensation events

If there are additional

These are additional compensation events

## 8 Liabilities and insurance

If there are additional

*Client's liabilities*

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"/> £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"/> 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"/> 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	<input type="text"/> n/a
Minimum amount of cover is	<input type="text"/> n/a
The deductibles are	<input type="text"/> n/a
(2) Insurance against	<input type="text"/> n/a
Minimum amount of cover is	<input type="text"/> n/a
The deductibles are	<input type="text"/> n/a

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

Chris Milburn

Address for communications

Environment Agency  
Horizon House  
Deanery Road  
Bristol. BS1 5AH

Address for electronic communications

Chris.milburn@environment-agency.gov.uk

Name (2)

Jenny Cooper

Address for communications

Environment Agency  
Horizon House  
Deanery Road  
Bristol. BS1 5AH

Address for electronic communications

Jenny.cooper@environment-agency.gov.uk

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 *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)		
(2)		
(3)		
(4)		

## X7: Delay damages

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the *service* are  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)	<input type="text" value="N/A"/>	
(2)	<input type="text" value="N/A"/>	
(3)	<input type="text" value="N/A"/>	
(4)	<input type="text" value="N/A"/>	
The delay damages for the remainder of the <i>service</i> are		

## X8: Undertakings to Others

If Option X8 is used

The *undertakings to Others* are provided to

  

## X9: Transfer of Intellectual Property Rights

## 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

## X11: Termination by the Client

## X18: Limitation of liability

If Option X18 is used

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

£5 million

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

£5 million

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

**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
	<input type="text" value="N/A"/>	<input type="text"/>
	<input type="text" value="N/A"/>	<input type="text"/>
	<input type="text" value="N/A"/>	<input type="text"/>
	<input type="text" value="N/A"/>	<input type="text"/>

## **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.

#### **Z125 Limitation of Liability**

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.

#### **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

Kevin Hatton

Address for communications

80 Fenchurch Street, London, EC3M 4BY

Address for electronic communications

cpsframework@arcadis.com

The *fee percentage* is

0 %

The *key persons* are

Name (1)

Barry Holt

Job

Site Supervisor

Responsibilities

Site Supervisor

Qualifications

CITB, SMSTS, NVQ L6, CSCS

Experience

45 years

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

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## 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

Travel

0.45ppm

If Option A or C is used

The *activity schedule* is

NA

If Option E is used

The forecast of the prices is

£45,657.12

## Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Matthew Bennett

Address for communications

Arcadis  
103 Colmore Row,  
Birmingham, B3 3AG

Address for electronic communications

matt.bennett@Arcadis.com

Name (2)

Andrew Rogers

Address for communications

Arcadis  
Suite 1a, 1<sup>st</sup> Floor, 4 Piccadilly Place,  
Manchester, M1 3BN

Address for electronic communications

andy.rogers@Arcadis.com

## 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

## 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	overhead percentage
N.A	%
	%
	%

## Data for the Schedule of Cost Components

The *people rates* are:

category of person	unit	rate
Site Supervisor – Barry Holt	76.82	GBP£ Per hour
Commission Manager	77.97	GBP£ Per hour