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Term Service Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

Contract Data Forms

June 2017

(with amendments January 2023)

Contract Execution

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

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Land & Water for maintenance works thought the Yorkshire area (the *works*).

The *Contractor* offers to Provide the Works in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The *Contractor* was appointed to Asset Operation, Maintenance, Response framework and executed the framework agreement.

Executed under hand

by



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 Term Service Contract June 2017 (with amendments January 2023)

Main Options Option for resolving and avoiding disputes

Secondary Options

X2 – Changes in law
X11- Termination by the *Client*
X17 – Low Service Damages
X18 – Limitation of Liability
X23 – Extending the Service Period
X24 – The Accounting Periods

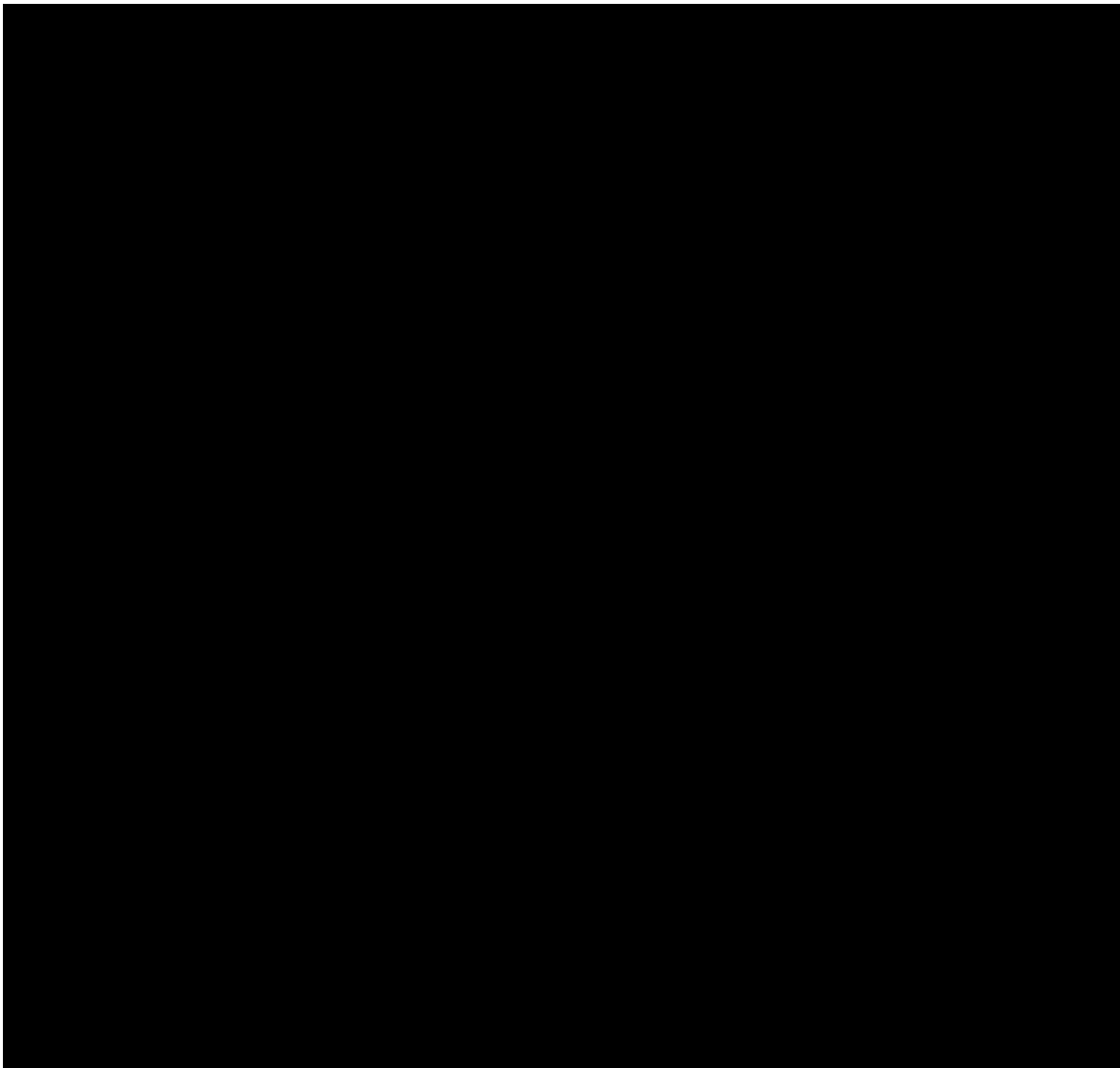
Y(UK)2 - The Housing Grants, Construction and Regeneration Act 1996
Y(UK)3 The Contracts (Rights of Third Parties) Act 1999

Z Additional Client Clauses

The *service* is

The operation of works regarding the Maintenance of assets in Yorkshire Area as defined in the Scope

The *Service Manager* is



The following matters will be included in the Early Warning Register

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Early warning meetings are to be held at intervals no longer than

4 weeks

2 The *Contractor's* main responsibilities

If Option C or E is used

The *Contractor* prepares forecasts of the total Defined Cost
for the whole of the *service* at intervals no longer than

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3 Time

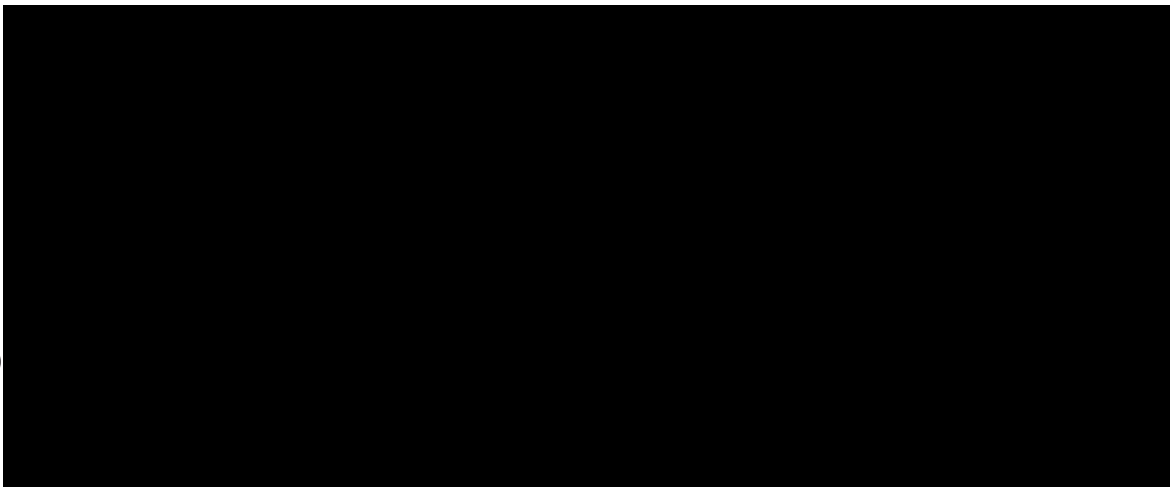
	The <i>starting date</i> is	<div></div>
	The <i>service period</i> is	<div>12 months</div>
	The <i>Contractor</i> submits revised plans at intervals no longer than	<div>4 weeks</div>
	The period within which the <i>Contractor</i> is to submit a Task Order programme for acceptance is	<div>4 weeks</div>
If no plan is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Contractor</i> is to submit a first plan for acceptance is	<div>2 weeks</div>

4 Quality management

The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is	<div>2 weeks</div>
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5 Payment

If the period in which payments are made is three weeks and Y(UK) not used



6 Compensation events

If Option A is used	The <i>value engineering percentage</i> is 50%, unless another percentage is stated here, in which case it is	<div></div> %
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If there are additional compensation events
These are additional compensation events

8 Liabilities and insurance

If there are additional *Client's* liabilities These are additional *Client's* liabilities

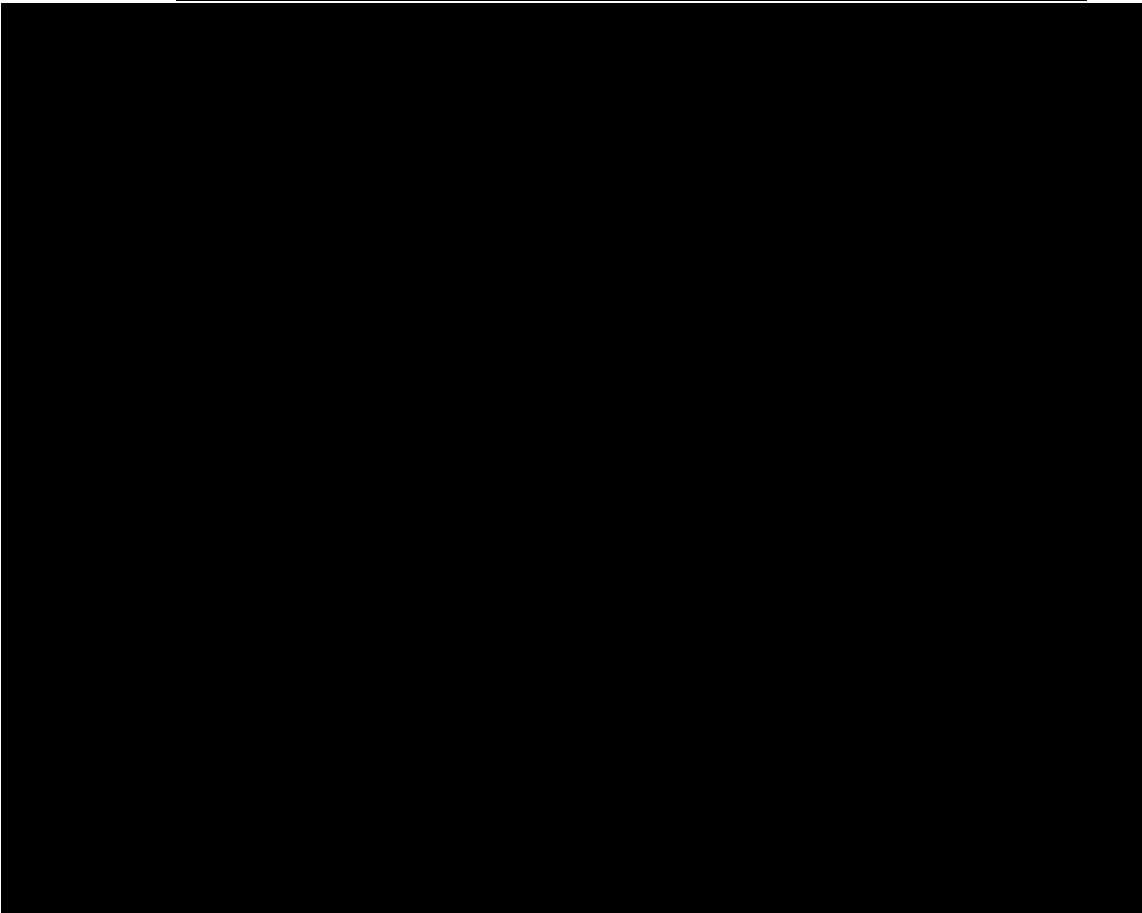
- (1)

Not used
- (2)

Not used
- (3)

Not used

If the *Client* is to pro
Plant and Materials



(3) Insurance against

Minimum amount of cover is

The deductibles are

9 Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration

The *arbitration procedure* is

TBC

The place where arbitrations to be held is

TBC

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

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

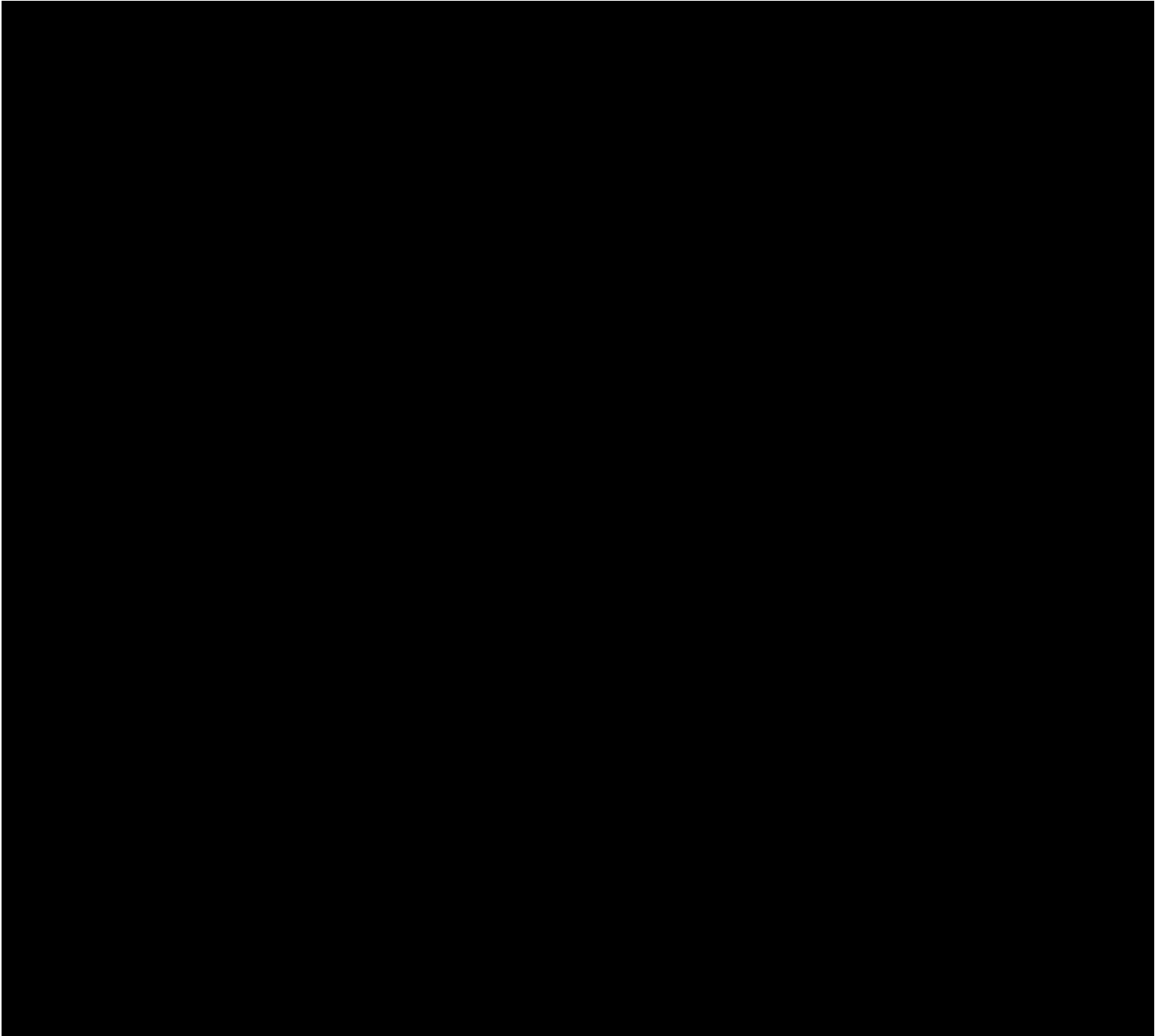
To be confirmed

The *Adjudicator nominating body* is

Institution of Civil Engineers

X17: Low service damages

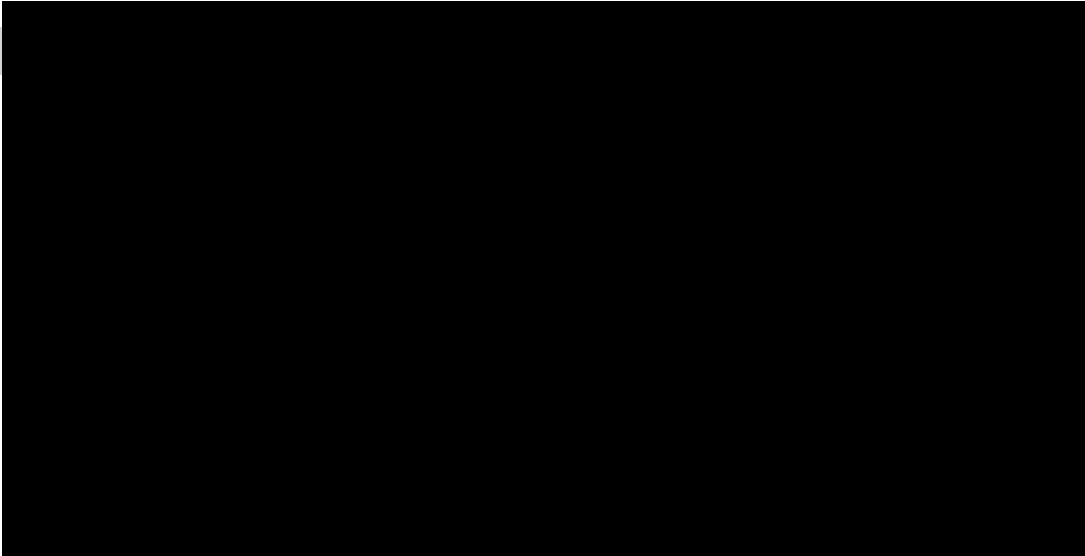
Service Credits will be used to maintain service delivery through the contract, based on the Key Performance Indicators set out below (monitored and recorded on a quarterly basis).



Examples are shown in the following table:

X18: Limitation of liability

If Option X18 is used



X 23

If Option X23 is used The maximum service period is Years after the starting date

The *periods* for extension are

Order	<i>Period for extension</i> (months)	notice date
First	<input type="text" value="12 months"/>	<input type="text" value="31/03/2026"/>
Second	<input type="text"/>	<input type="text"/>
Third	<input type="text"/>	<input type="text"/>
Fourth	<input type="text"/>	<input type="text"/>

If there are *criteria for extension*

The *criteria for extension* are

- (1)
- (2)
- (3)

X24: The *accounting periods*

If Option X24 is used and Option C is not used

The
accounting
periods
are

1st April 2025 – 31st March 2026

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Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Y(UK)2 is used
and the date on
which a payment is
due is not fourteen
weeks after the end
of the *accounting*
period or Service
Period

The period is weeks

If 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

Z: Additional conditions of contract

If Option Z is used

The additional conditions of contract are

Z Clauses

Clause No.	Clause
Z1	<p>Z1 Environment Agency as regulatory authority</p> <p>Z1.1 The Environment Agency's role as a regulatory authority and as Client under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.</p> <p>Z1.2 Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the Contractor is responsible for obtaining these and paying fees. The Client's acceptance of a tender and the Client's instruction or variation of the works does not constitute statutory approval or consent.</p> <p>Z1.3 An action by the Environment Agency as regulatory authority is the action of Other.</p>
Z2	<p>Z2 Framework Agreement</p> <p>Z2.1 The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Asset Operations Operation, Maintenance, Response Framework Agreement made with the Client.</p>
Z3	<p>Z3 Data Protection</p> <p>Z3.1 The requirements of the Data Protection Schedule shall be incorporated into this contract</p>
Z4	<p>Z4 Liabilities and insurance</p> <p>Z4.1 Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.</p>
Z5	<p>Z5 Risks and insurance</p> <p>Z5.1 Replace clause 84.1 with the following</p> <p>Insurance certificates are to be submitted to the <i>Service Manager</i> on an annual basis.</p>
Z6	<p>Z6 Resolving Disputes</p> <p>Z6.1 Delete clause W2.1</p>
Z31	<p>Z31 Price Adjustment for Inflation TSC</p> <p>The Client recognises the ongoing pricing uncertainty with regards to inflation. The Client will mitigate this uncertainty through this clause.</p> <p>Z31.1 Defined terms:</p> <ol style="list-style-type: none"> The index is Office for National Statistics (ONS) CPI (UK, 2015=100). The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date. The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due. The Price Adjustment Factor (PAF) at each date of assessment of an amount due is $0.9((L-B)/B)$. <p>Z31.2 Application rules.</p> <p>The provisions of this clause [Z31] shall apply provided that:</p> <ol style="list-style-type: none"> The Price for Service Provided to Date is less than or equal to the total of the Prices and Inflation remains positive ie L is greater than B. <p>Z31.3 Price Adjustment Factor.</p> <p>If an index is changed after it has been used in calculating a PAF, the calculation is not changed. The PAF calculated at the last assessment date before the Completion Date for the whole of the works is used for calculating an amount for price adjustment after that date.</p> <p>Z31.4 Price adjustment Options A and B.</p> <p>Each amount due includes an amount for price adjustment which is the sum of</p> <ul style="list-style-type: none"> The change in the Price for Service Provided to Date since the last assessment of the amount due multiplied by the PAF and The amount for price adjustment included in the previous amount due

PART TWO – DATA PROVIDED BY THE *CONTRACTOR*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Contractor* is

Name

Address for communications

Address for electronic communi

The *fee percentage* is

The *service areas* are

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 Contractor’s main responsibilities

If the Contractor is to provide Scope for its plan

The Scope provided by the Contractor for its plan is in

3 Time

If a plan is to be identified in the Contract Data

The plan identified in the Contract Data is

Work Programme/ Plan

5 Payment

If Option A, C or E is used

The price list is

The Framework Price Schedule 24/25 and the Framework Schedules

If Option A or C is used

The tendered total of the Prices is

9 Resolving and avoiding disputes

The Senior Representatives of the Contractor 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 Short Schedule of Cost Components (used only with Option A)

The *people rates* are

category of person	unit	rate
The Framework Price Schedule 24/25 and the Framework Schedules		

The published list of Equipment is the edition current at the Contract Date of the list published by

The percentage for adjustment for Equipment in the published list is

 % (state plus or minus)

The rates for other Equipment are

Equipment	rate

The rates for Defined Cost of manufacture and fabrication outside the Service Areas by the Contractor are