



Term and Services 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.

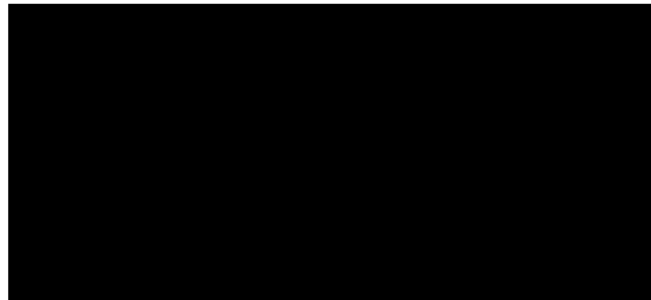
Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Vegetation Management Services LTD for West Midlands (WMD) SHWG Reservoir & Embankment Asset Maintenance 24-25.

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
The Environment Agency (*Client*)



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*
X18 – Limitation of Liability
X23 – Extending the Service Period
X24 – The Accounting Periods

Y(UK)1 Project Bank Account
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 Asset Recovery and Maintenance of assets in West Midlands (WMD HUB)

The *Client* is

Name

Address for communications

Address for electronic communications

The *Framework Manager* is

Name

Address for communications

TBC

Address for electronic communications

The Affected Property is

AOMR Lot 3 type work across the West Midlands

The Scope is in

AOMR Lot 3 Routine Maintenance TSC Scope – WMD
SHWG Reservoir & Embankment Asset Maintenance –
VMS – 24_25 and various to be awarded by way of
compensation event

The *shared services* which
may be carried out outside
the Service Areas are

The *language of the contract* is

English

The *law of the contract* is the law of

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

The *period for reply* is

2 weeks

except that

The following matters will be included in the Early Warning Register

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

3 Time

The *starting date* is

29/04/2024

The <i>service period</i> is	4 months, until 30 th September 2024, with option to extend to 31 st March 2025
The <i>Contractor</i> submits revised plans at intervals no longer than	4 weeks
The period within which the <i>Contractor</i> is to submit a Task Order programme for acceptance is	4 weeks
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
	2 weeks

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	2 weeks
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5 Payment

The <i>currency of the contract</i> is the	GBP Sterling
The <i>assessment interval</i> is	1 month
The <i>interest rate</i> is	0 % per annum (not less than 2) above the
2% above Base Rate	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 is payments are made is
	The <i>Client</i> will make payment within 14 days of the date of the invoice.

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	%
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If there are additional compensation events

These are additional compensation events

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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 for insurance against loss of or damage to property (except Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Service for any one event is

£5,000,000

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

£5,000,000 of the minimum amount required by law if that is greater

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to Plant and Materials and Equipment is to include cover for Plant and Materials provided by the *Client* for an amount of

Nil

The *Contractor* provides these additional insurances

- | | |
|----------------------------|---------------------------------------|
| (1) Insurance against | Contractors All Risk Insurance |
| Minimum amount of cover is | 120% of the value of this contract |
| The deductibles are | The excess up to a maximum of £25,000 |
| (2) Insurance against | Professional Indemnity |
| Minimum amount of cover is | £2,000,000 |
| The deductibles are | The excess up to a maximum of £25,000 |
| (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 arbitration
s 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
arbitrator is

Simon Robinson

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

X18: Limitation of liability

If Option X18 is used

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

£1,000,000

For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to

£5,000,000

The *Contractor's* liability for Defects due to its design of an item of Equipment is limited to

£1,000,000

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

The greater of £5m or the total of the Prices plus 20%

The *end of liability date* is 6 years after the end of the Service Period

X 23

If Option X23 is used

The maximum service period is 1 Years after the starting date

The *periods* for extension are

Order

Period for extension (months)

notice date

First

Second

Third

Fourth

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

1 st April 2024 – 31 st March 2025

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 3 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 21 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	Z1 Environment Agency as regulatory authority 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. 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. Z1.3 An action by the Environment Agency as regulatory authority is the action of Other.
Z2	Z2 Framework Agreement 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.
Z3	Z3 Data Protection Z3.1 The requirements of the Data Protection Schedule shall be incorporated into this contract
Z4	Z4 Liabilities and insurance Z4.1 Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z5	Z5 Risks and insurance Z5.1 Replace clause 84.1 with the following Insurance certificates are to be submitted to the <i>Service Manager</i> on an annual basis.
Z6	Z6 Resolving Disputes Z6.1 Delete clause W2.1
Z31	Z31 Price Adjustment for Inflation TSC The Client recognises the ongoing pricing uncertainty with regards to inflation. The Client will mitigate this uncertainty through this clause. Z31.1 Defined terms: a) The index is Office for National Statistics (ONS) CPI (UK, 2015=100). b) The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date. c) The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due. d) The Price Adjustment Factor (PAF) at each date of assessment of an amount due is $0.9((L-B)/B)$. Z31.2 Application rules. The provisions of this clause [Z31] shall apply provided that: a) The Price for Service Provided to Date is less than or equal to the total of the Prices and b) Inflation remains positive ie L is greater than B. Z31.3 Price Adjustment Factor. 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. Z31.4 Price adjustment Options A and B. Each amount due includes an amount for price adjustment which is the sum of <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

	<ul style="list-style-type: none">• The amount for price adjustment included in the previous amount due
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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 communication

The *fee percentage* is

The *service areas* are

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

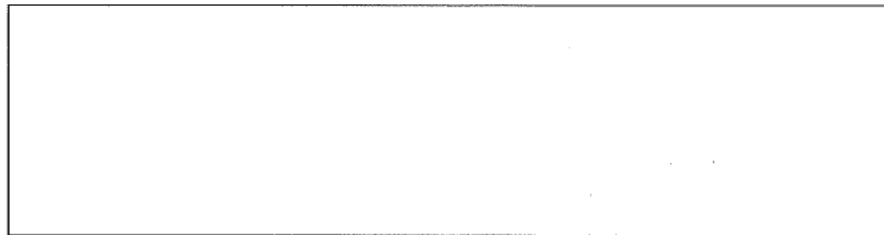
Responsibilities

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



5 Payment

If Option A, C or E is used

The price list is

Appendix-1-VMS non
tidal and Fluvial Pricing
Document

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

Document Reference AOMR – Pricing Schedule Lot 3 West Midlands	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

Document Reference AOMR – Pricing Schedule Lot 3 West Midlands	<input type="text"/>
IMS-02-23 EA Wst Mids	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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