



# Professional Service Contract

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## Contract Data Forms

June 2017

(with amendments January 2023)

### Template version history

V 1	As per bidder pack (was V4 in bidder pack)	Go live
V 1.1	Update to include missing date field in CD Pt 2 section 5	April 2024
V 2	Updates to Z clauses to ensure they are applicable to Main Option and Framework Schedules: Z6 added Z24 terminology updated, Z130 removed	June 2024
V 2.1	Updates to Liabilities and Insurance in Section 8 and Z125 mandated	Dec 2024
V2.2	X18 updated and guidance notes around Y(UK)2 added for clarity	Jan 2024
V 2.3	Liability guidance notes updated re Section 8 CD Pt1 and X18	Feb 2024

## Contract Execution

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

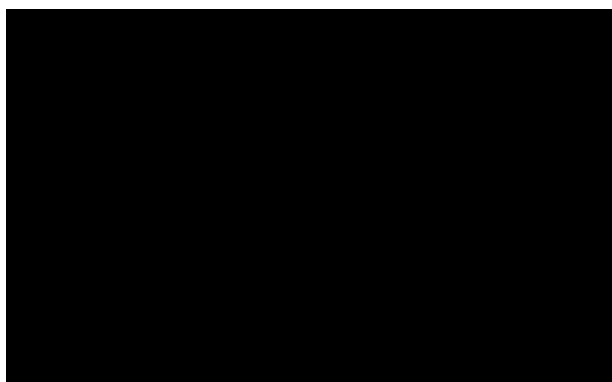
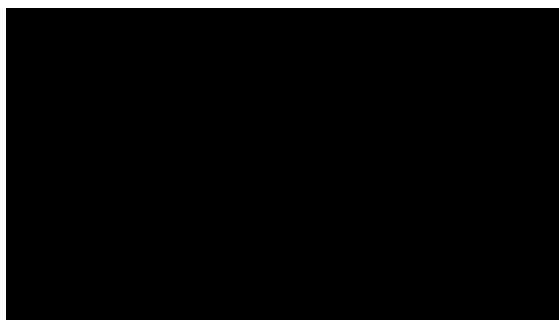
Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Mott MacDonald Ltd for River Wansbeck and Tributaries Modelling Phase 2 and River Coquet (incl. Castron Lakes) Model Update Phase 2 (the *service*).

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** . . . . .

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 Professional Service Contract June 2017 (with amendments January 2019)

Main Option

C

Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in the Law  
X7 Delay Damages  
X10 Information Modelling  
X11 Termination by the Client  
X18 Limitation of Liability  
Y(UK)2, The Housing Grants Construction and Regeneration Act 1996

*additional conditions of contract*

Z1, Disputes  
Z2, Prevention  
Z3, Disallowable Costs  
Z4, Share on Termination  
Z6 Schedule of Cost Components  
Z24 Requirements for Invoice  
Z125, Limitation of Liability

The *service* is

River Wansbeck and Tributaries Modelling Phase 2 and River Coquet (incl. Caistron Lakes) Model Update Phase 2

To provide an updated understanding of fluvial flood risk in the River Wansbeck catchment around Morpeth through provision of a calibrated model which uses updated survey data.

To provide an updated understanding of fluvial flood risk in the River Coquet catchment around Rothbury through updated hydrology and hydraulic modelling.

The *Client* is

Name

Environment Agency

Address for communications



Address for electronic communications



The *Service Manager* is

Name

Address for communications

Address for electronic communications

The Scope is in

LIT 72659 – 2024\_MMF\_NEC4 Professional  
PSC\_Lot\_1\_V3.pdf

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)	Fastdraft	16/06/2025
(2)	Asite	16/06/2025
(3)		

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

14/05/2026

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

4 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

26 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

The *interest rate* is 2 % 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

3 weeks

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~~

N/A





If Option C is used

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

<i>share range</i>		<i>Consultant's share percentage</i>
less than	80 %	0 %
from	80 % to 120 %	50 %
from	% to %	%
greater than	120 %	100 %

If Option C or E is used

The *exchange rates* are those published in Financial Times

on a monthly occurrence (date)

## 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>	£2 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	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	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	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

£2 million
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## 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

to be confirmed

The *Senior Representatives* of the *Client* are

Name (1)

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

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)	<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      

68.57

 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

Not used

## 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      

Not used

**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	£2 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	£2 million
	The <i>end of liability date</i> is 6 years after the Completion of the whole of the <i>service</i>	

### 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*

### 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"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with	term	beneficiary
Y(UK)1 the following entry is added to the table for Y(UK)3	<input type="text" value="The provisions of Options Y(UK)1"/>	<input type="text" value="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 C

Add the following in second bullet of 11.2 (18) add:

(including compensation events with the sub contractor, 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
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

### Z4 Share on termination

Delete existing clause 93.3 and 93.4 and replace with:

92.3 In the event of termination in respect of a contract relating to services there is no *Consultant's* share'

### Z6 The Schedule of Cost Components

Amend Clause 11.2 (17)

Defined Cost is the cost of the components in the Short Schedule of Cost Components as amended in the Framework Schedule 2 less Disallowed Cost.

Add clause 11.2 (19)

The People Rates are the *people rates* unless later changed in accordance with the contract.

### 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* Assessment.

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

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.



## 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

Mott MacDonald

Address for communications

[Redacted Address for communications]

Address for electronic communications

[Redacted Address for electronic communications]

The *fee percentage* is

[Redacted] %

The *key persons* are

Name (1)

[Redacted Name (1)]

Job

[Redacted Job]

Responsibilities

[Redacted Responsibilities]

Qualifications

[Redacted Qualifications]

Experience

[Redacted Experience]

Name (2)

[Redacted Name (2)]

Job

[Redacted Job]

Responsibilities

[Redacted Responsibilities]

Qualifications

[Redacted Qualifications]

Experience

[Redacted Experience]

The following matters will be included in the Early Warning Register

[Redacted Early Warning Register matters]

## 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 use

The *activity schedule* is

NA

The tendered total of the Prices is

£128,675.08 (VAT not included)

## 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

The *people rates* are

category of person (grade1-5)	Unit (hours)	Rate (Staff Grade Rate Cap £/hr)	Contract Rate Variance (≤1)	Contract <i>people</i> rate (£/hr)