

Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Stage:

ort Framework

Mott Macdonald Limited

01243967

National

35904

Professional Service Contract

Option E

64906

Study\_or\_Service\_NOT\_Design

Revision	Status		Originator		Reviewer		Date

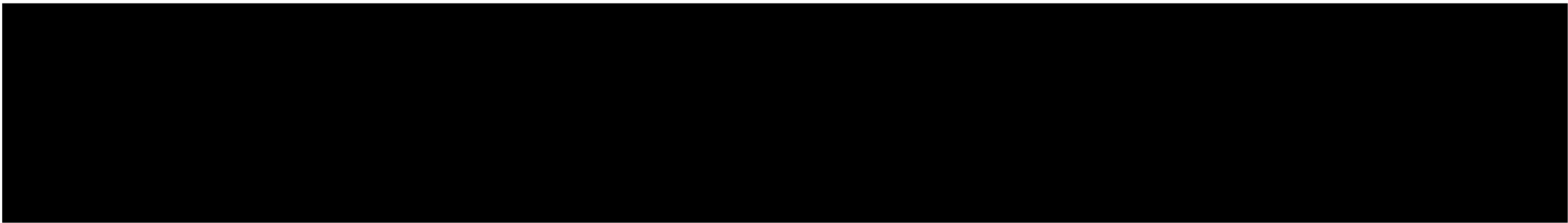
PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA

Project NameCableways Structual Condition Analysis

Project Number35904

This contract is made on [REDACTED]  
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.



Part One - Data provided by the *Client*  
Statements given in  
all Contracts

1 GeneralThe *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.

Main Option	Option E	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- 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
- Z: *Additional conditions of contract*

The *service* is [REDACTED]

The *Client* is [REDACTED]

Address for communications [REDACTED]

Address for electronic communications [REDACTED]

The *Service Manager* is [REDACTED]

Address for communications [REDACTED]

Address for electronic communications [REDACTED]

[REDACTED]

The *language of the contract* is English

The *law of the contract* is the law of England and Wales, subject to th [REDACTED]

[REDACTED]

The following matters will be included in the [REDACTED]

	Early warning meetings are to be held at intervals no longer than	
<b>2 The <i>Consultant's</i> main responsibilities</b>		
	The <i>key dates</i> and <i>conditions</i> to be met are	
	<i>condition</i> to be met	
	'none set'	'none set'
	'none set'	'none set'
	'none set'	'none set'
	The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than	
<b>3 Time</b>		
	The <i>starting date</i> is	
	The <i>Client</i> provides access to the following person	
	access	
	Reference Site tbc	
	Cableway Sites ref 35904 CTA Appendix	
	Cableway Site - Current Dossier information	
	The <i>Consultant</i> submits revised programmes at intervals no longer than	
	The <i>completion date</i> for the whole of the <i>service</i> is	
	The period after the Contract Date within which the submit a first programme for acceptance is	
<b>4 Quality management</b>		
	The period after the Contract Date within which the submit a quality policy statement and quality plan is	
	The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	
<b>5 Payment</b>		
	The <i>currency of the contract</i> is the	£ sterling
	The <i>assessment interval</i> is	Monthly
	The <i>expenses</i> stated by the <i>Client</i> are as stated in Schedule 6.	
	The <i>interest rate</i> is	per annum (not less than 2) above the
	Base	rate of the Bank of England
	The locations for which the <i>Consultant</i> provides a charge for the cost of support people and office overhead are	All UK Offices
	The <i>exchange rates</i> are those published in	on
<b>6 Compensation events</b>		
	These are additional compensation events	
	1.	Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time between 1st July 2021 and 31st August 2021
	2.	'not used'
	3.	'not used'
	4.	'not used'
	5.	'not used'
<b>8 Liabilities and insurance</b>		
	These are additional <i>Client's</i> liabilities	
	1.	'not used'
	2.	'not used'
	3.	'not used'
	The minimum amount of cover and the periods for which the <i>Consultant</i> maintains insurance are	
	EVENT	MINIMUM AMOUNT OF PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION

Resolving and av

Z Clauses

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

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
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

When appointing *Consultants* on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client* , arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager*'s reasonable instructions or wholly outside the scope of the *Consultant*'s duties as defined by the *Service Manager* .

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

**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.

**Z10 Change in Control**

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the Client’s prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

**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.

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequent

The *Consultant's* liability to the *Client* for Defects that are not limited to

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

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 Days after the date on which payment becomes due

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

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 and company number

Address for communications

Address for electronic communications

The fee percentage is

The key persons are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

The key persons are

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

The key persons are

Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

The key persons are

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

The key persons are

Name (5)  
Job  
Responsibilities  
Qualifications  
Experience

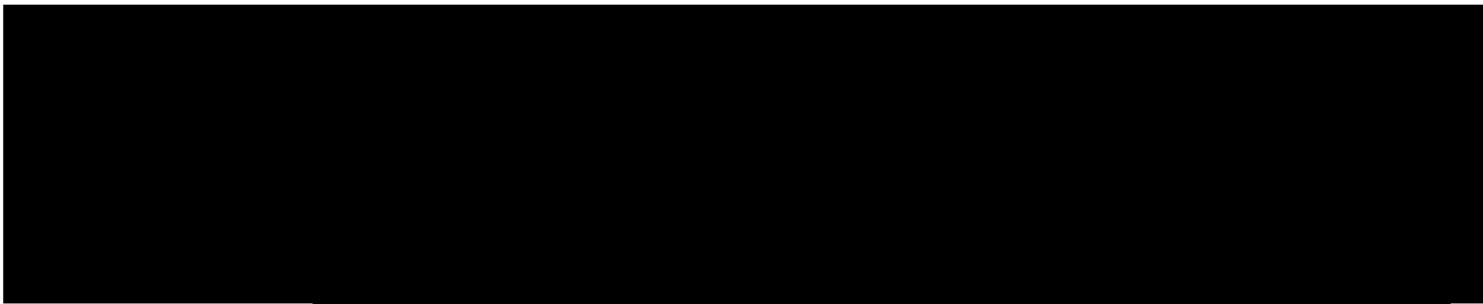
The key persons are

Name (6)  
Job  
Responsibilities  
Qualifications  
Experience

The key persons are

Name (7)  
Job  
Responsibilities  
Qualifications

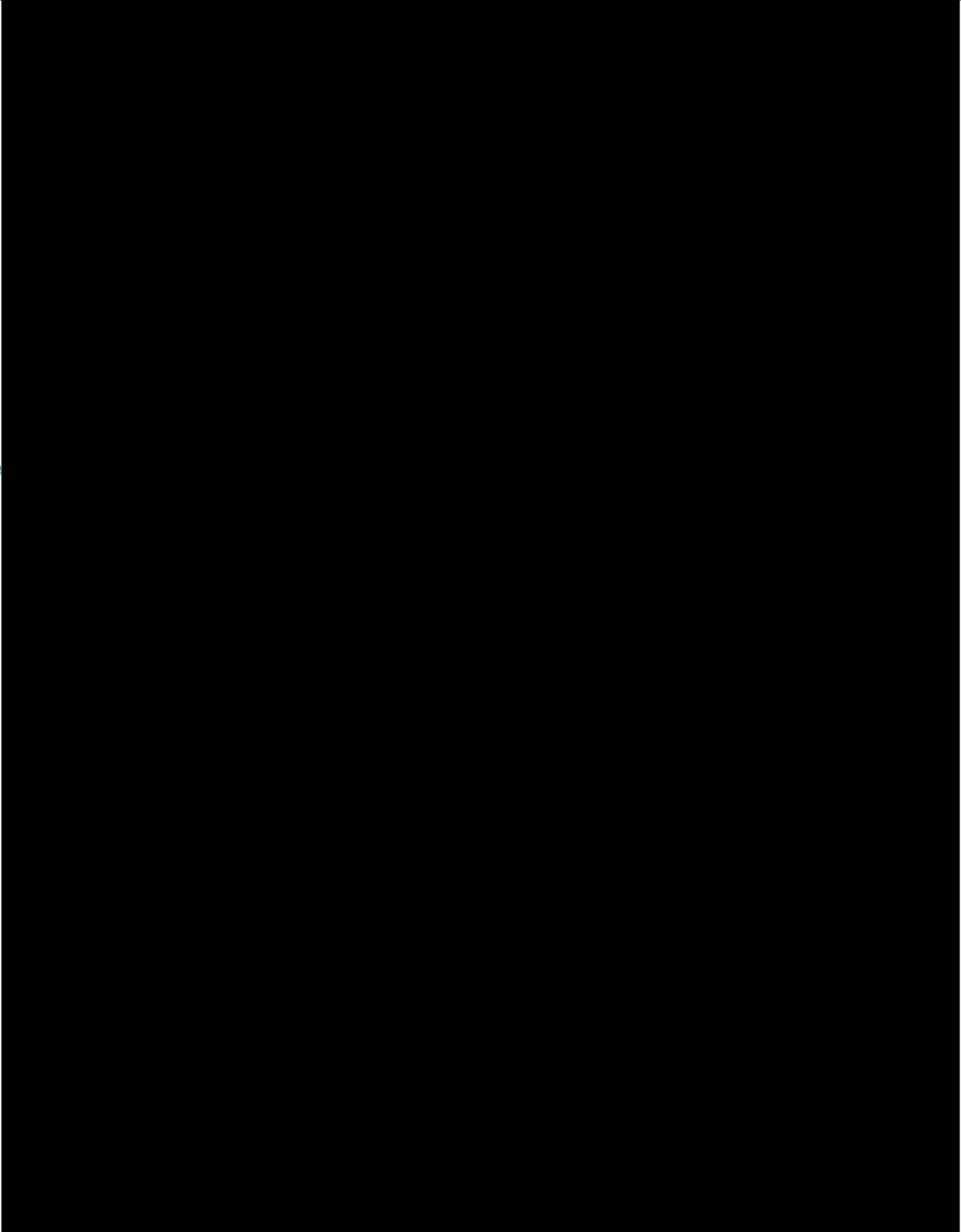
Experience



**3 Time**

**5 Payment**

**Resolving and avoiding dispute**





[REDACTED]

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