



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Contract Execution

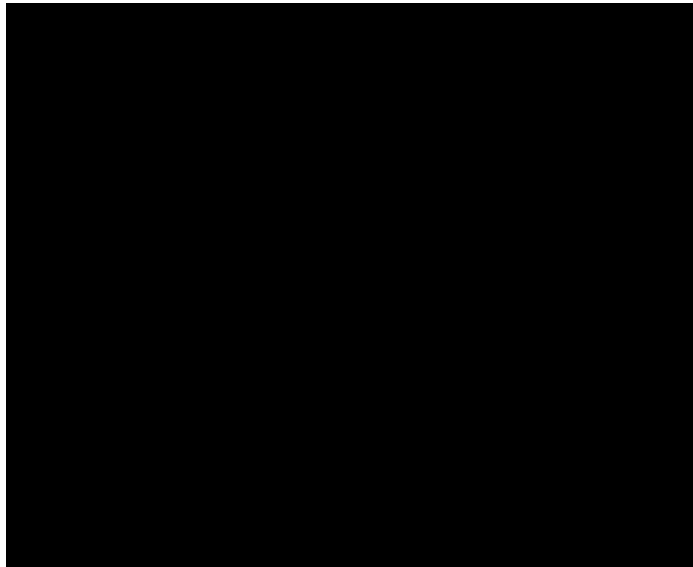
This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Mott MacDonald for Inland Forecast Model Improvements - Ehen (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



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

E

Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in the Law
X10 Information Modelling
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

additional conditions of contract

Z1 Disputes
Z2 Prevention
Z3 Disallowable Costs
Z6 The Schedule of Cost Components
Z24 Requirements for invoice
Z125 Limitation of Liability
Z130 Rate Adjustment

The *service* is

The *service* is to deliver the identified improvements required for the flood forecasting models within the Ehen sub-basin. The *Consultant* shall provide the *service* in accordance with the technical requirements specified within the Inland Forecast Model Improvements Technical Scope - Ehen.

The overall aim of the *service* is for the *Consultant* to complete Real-Time Flood Forecasting Model Development Guidance (RTMDG) Stage 1 inception tasks for all models and risk locations in the Ehen sub-basin. Based on these findings, the *Consultant* shall collaborate with the *Client* to make "Go/No-Go" decisions regarding progression to Stage 2 and Stage 3 modelling tasks.

The *Client* is

Name

Environment Agency

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

enquiries@environment-agency.gov.uk

The *Service Manager* is

Name

Address for communications

Address for electronic communications



The Scope is in

[add]2024_MMf _ NEC4 Professional Services
Contract (PSC) _ Scope _ Inland FMI_Ehen_v3.doc

| | | | |
|--|--|-------------|----------------|
| The <i>language of the contract</i> is | <div>English</div> | | |
| The <i>law of the contract</i> is the law of | <div>England and Wales, subject to the jurisdiction of the courts of England and Wales</div> | | |
| The <i>period for reply</i> is | <div>2 weeks</div> | except that | |
| • The <i>period for reply</i> for | <div>n/a</div> | is | <div>n/a</div> |
| • The <i>period for reply</i> for | <div>n/a</div> | is | <div>n/a</div> |

The *period for retention* is

6

 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 weeks

2 The *Consultant's* main responsibilities

| | | | |
|--|--|-----------------|--|
| If the <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key date</i> | The <i>key dates</i> and <i>conditions</i> to be met are | | |
| | <i>condition</i> to be met | <i>key date</i> | |
| | (1) <div>Not used</div> | <div></div> | |
| | (2) <div>Not Used</div> | <div></div> | |
| | (3) <div>Not Used</div> | <div></div> | |

| | | |
|--------------------------|---|--------------------|
| If Option C or E is used | The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than | <div>4 weeks</div> |
|--------------------------|---|--------------------|

3 Time

The *starting date* is

16 December 2024

The *Client* provides access to the following persons, places and things

| access | access date |
|-----------|-------------|
| (1) [add] | |
| (2) | |
| (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

8 August 2025

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

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~~

N/A

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

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

n/a

n/a

n/a

n/a

n/a

n/a

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

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)

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

X2: Changes in the law

| | | |
|----------------------|----------------------------------|--|
| If Option X2 is used | The <i>law of the project</i> is | The law of England and Wales, subject to the jurisdiction of the courts of England and Wales |
|----------------------|----------------------------------|--|

X10: Information modelling

If Option X10 is used

| | | |
|--|---|---------|
| If no <i>information execution plan</i> is identified in part two of the Contract Data | The period after the Contract Date within which the <i>Consultant</i> is to submit a first Information Execution Plan for acceptance is | 4 weeks |
|--|---|---------|

X11: Termination by the *Client*

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)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 | <i>beneficiary</i> |
|----------------------|----------------------|
| <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 Y(UK)1 the following entry is added to the table for Y(UK)3

| term | <i>beneficiary</i> |
|---|--|
| <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 & E contracts only

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

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 (only use if X18 limitation is reduced)

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 outstanding portion of Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate Staff Grade Rate Cap adjustment.

Z130.2 The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

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.

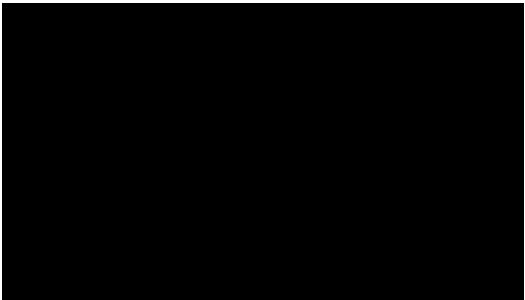
1 General

The *Consultant* is

Name

Address for communications

Address for electronic communications



The *fee percentage* is

0.01 %

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

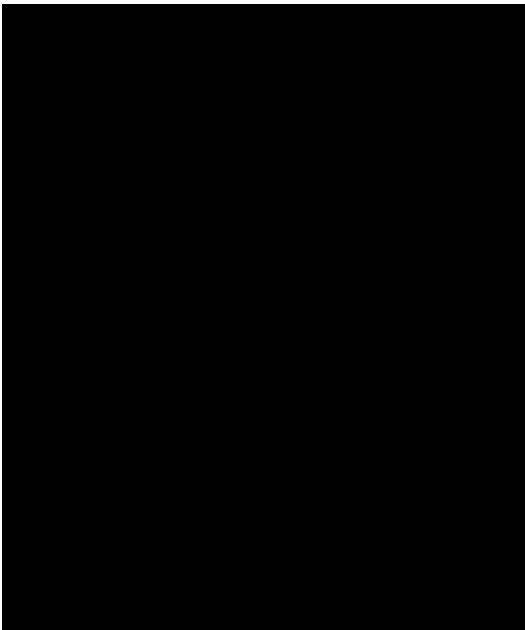
Name (2)

Job

Responsibilities

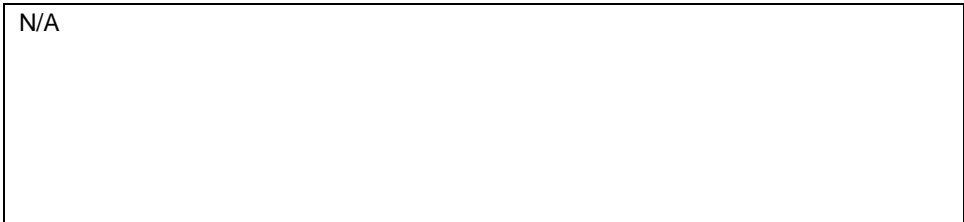
Qualifications

Experience



The following matters will be included in the Early Warning Register

N/A



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 |
|---------------------------------|---------|
| Purchase of rainfall RADAR data | £600.00 |
| Meeting travel | £600.00 |
| | |

If Option E is used

The forecast of the prices is

£74,844.75

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

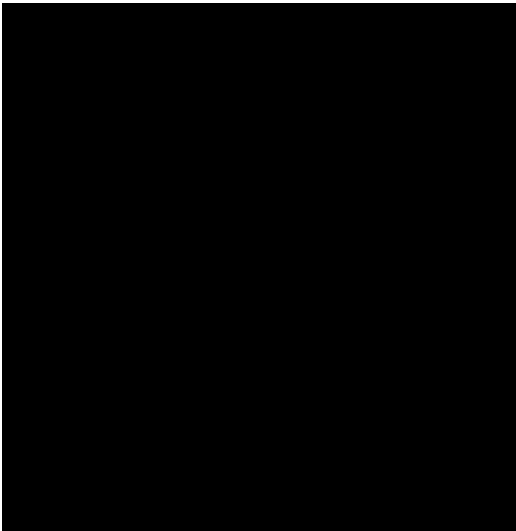
Address for communications

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**

Contract *people*
rate (£/hr)