



Professional Service Short Contract

Contract Data Forms

June 2017
(with amendments January 2023)

Short Contract

A contract between

Department of Health & Social Care (DHSC)

and

Mott MacDonald Ltd

for

RAAC Strategic Planning

Contract Forms

Contract Data

The *Consultant's* Offer and *Client's* Acceptance

Price List

Scope

Contract Data

The *Client's* Contract Data

The *Client* is

Name Department of Health & Social Care (DHSC)

Address for communications DHSC
Quarry House,
Quarry Hill,
Leeds, LS2 7UE

Address for electronic communications Redacted in Line with Section 43 of FOIA

The *service* is Strategic advisory services in relation to the NHS RAAC hospitals. Review of the current status of remediation, implications on the RAAC risk profile and understanding of the implications on the operations of each hospital.

The *starting date* is 10th February 2025

The *completion date* is 30th June 2025

The *delay damages* are NIL per day

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

The *period for reply* is 2 weeks

The *defects date* is 52 weeks after Completion

The *assessment day* is the First day of each month

All work **is not** to be carried out on a time charge basis

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply

The *Adjudicator* is

Name To be appointed by the Institution of Civil Engineers

Address for communications tbc

Address for electronic communications tbc

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % per complete week of delay.

The *Client* provides this insurance

None

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	£1,000,000 in respect of each claim, or series of claims arising from the same originating cause, without limit to the number of claims	six years
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.	£5,000,000 in respect of each occurrence or series of occurrences arising from the same event, without limit to the number of events	one year
Liability for 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	£5,000,000 in respect of each event, without limit to the number of events	one year

The *Consultant's* total liability which arises under or in connection with the contract is limited to

£1million in the aggregate

The *Adjudicator nominating body* is

The Institution of Civil Engineers

The *tribunal* is

arbitration

If the *tribunal* is arbitration, the arbitration procedure is

The latest version of the Institution of Civil Engineers Arbitration Procedure in force when the arbitrator is appointed

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments January 2023) and the following additional conditions

Option Z1001	<p>In clause 20.2, delete:</p> <p>'The <i>Consultant's</i> obligation is to use the skill and care normally used by professionals providing services similar to the <i>service</i>.'</p> <p>And replace with:</p> <p>'Notwithstanding any other provision of the contract, the <i>Consultant's</i> obligation in the discharge of the <i>service</i> shall be no greater than the exercise of the skill and care normally used by professionals providing services similar to the <i>service</i>.'</p>
Option Z1002	<p>Cl83.3 - In Insurance Table:</p> <p>second row, second column, delete:</p> <p>'The amount stated in the Contract Data for any one event with cross liability so that the insurance applies to the Parties separately'</p> <p>and replace with:</p> <p>'The amount stated in the Contract Data.'</p>
Option Z1003	<p>Delete Cl.84.1 and replace with:</p> <p>'Notwithstanding any other term to the contrary in the contract or any related document and whether the cause of action for any claim arises under or in connection with this Contract in contract or in tort, in negligence or for breach of statutory duty, under indemnity or otherwise, in relation to any and all causes of action as aforesaid the total liability of the <i>Consultant</i> in the aggregate for all claims (including (but not limited to) under any collateral warranty entered into in relation to the <i>service</i>) shall be limited to £1,000,000 (one million pounds).</p>
Option Z1004	<p>Add a new Cl.84.2:</p> <p>'Further and without prejudice to the aforesaid limit of liability any such liability of the <i>Consultant</i> for any loss or damage ("the loss or damage") in respect of any claim or claims shall be limited to such sum or sums as it would be just and equitable for the <i>Consultant</i> to pay having regard to the <i>Consultant's</i> responsibility for the same and on the basis that:</p> <ul style="list-style-type: none"> a) all other parties appointed or to be appointed by the <i>Client</i> to perform related services in connection with the Project shall be deemed to have provided undertakings on terms no less onerous than this Contract and shall be deemed to have paid to the <i>Client</i> such contribution as it would be just and equitable for them to pay having regard to their responsibility for the loss or damage; and b) it shall be deemed that all such other parties have not limited or excluded their liability to the <i>Client</i> for the loss or damage in any way which may be prejudicial to the <i>Consultant's</i> liability under this clause.'
Option Z1005	<p>Add a new Cl.84.3:</p> <p>'Neither party shall be liable to the other for loss of production, loss of profits (actual or anticipated, direct or indirect), loss of product, loss of use, loss of business and business interruption, loss of revenue, loss of contracts, liquidated damages or for any costs of decamping or rehousing or any waking or walking costs, or for any indirect or consequential loss or damage which may be suffered by the other party in connection with the Project.'</p>

Contract Data

The *Consultant's* Contract Data

The *Consultant* is

Name	Mott MacDonald Ltd
Address for communications	Mott MacDonald 10 Temple Back Bristol BS1 6FL United Kingdom
Address for electronic communications	Redacted in Line with Section 43 of FOIA
The fee percentage is	Not applicable

The *people rates* are

Category of person	unit	rate
Senior Director	hour	Redacted in Line with Section 43 of FOIA
Director	hour	Redacted in Line with Section 43 of FOIA
Principal / Associate Director	hour	Redacted in Line with Section 43 of FOIA
Senior Professional	hour	Redacted in Line with Section 43 of FOIA
Professional	hour	Redacted in Line with Section 43 of FOIA
Senior Technician	hour	Redacted in Line with Section 43 of FOIA
Technician/Graduate	hour	Redacted in Line with Section 43 of FOIA

The *key persons* are

Name (1)	Redacted in Line with Section 43 of FOIA
Job	Project Principal
Responsibilities	Redacted in Line with Section 43 of FOIA
Qualifications	Redacted in Line with Section 43 of FOIA
Experience	Refer to CV document
Name (2)	Redacted in Line with Section 43 of FOIA
Job	Associate Project Manager
Responsibilities	Redacted in Line with Section 43 of FOIA
Qualifications	Redacted in Line with Section 43 of FOIA
Experience	Refer to CV document

The *Consultant's* Offer and *Client's* Acceptance

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

The offered total of the Prices is

Redacted in Line with

Signed on behalf of the *Consultant*

Name

Redacted in Line with Section

Position

Portfolio Delivery Lead

Signature

Redacted in Line with Section 43 of FOIA

Date

7th February 2025

The *Client* accepts the *Consultant's* Offer to Provide the Service

Signed on behalf of the *Client*

Name

Redacted in Line with Section

Position

Commercial Lead

Signature

Redacted in Line with Section 43 of FOIA

Date

10/02/2025

Price List

Item Number	Description	Unit	Expected Quantity	Rate	Price
1	All Stages, multidisciplinary support				
1.1	Inception and information gathering	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
1.2	Interviews and trust specific discussions	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
1.3	Onsite survey works	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
1.4	Data Assessment	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
1.5	Risk Assessment works	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
1.6	Phasing review	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
1.7	Healthcare planning review	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
				SUM	Redacted in Line with Section 43 of FOIA
2	To understand the condition of the estate and impact on clinical operations in a consistent way across the RAAC hospitals. Fee provided for all sites.				
2.1	Inception and information gathering	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
2.2	Site visits / reviews	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
2.3	Review of existing plans	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
2.4	Reporting	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
				SUM	Redacted in Line with Section 43 of FOIA
3	To understand the high-level financial implications of RAAC installations on clinical operations using available cost data. Fee provided for all sites.				
3.1	Inception and information gathering	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
3.2	Healthcare impact stage 1	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
3.3	Healthcare impact stage 2	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
3.4	Assessment	Unit	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA	Redacted in Line with Section 43 of FOIA
				SUM	Redacted in Line with Section 43 of FOIA
The total of the Prices					Redacted in Line with Section 43 of FOIA

EXPENSES

4	None				
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All other expenses are to be included in prices and rates

The method and rules used to compile the Price list are

Not applicable

Scope

1 Purpose of the *service*

Refer to document **DHSC Proposal_NEC contract version**

2 Description of the *service*

Refer to document **DHSC Proposal_NEC contract version**

Scope

3 Existing information

Refer to document **DHSC Proposal_NEC contract version**

4 Specifications and standards

Refer to document **DHSC Proposal_NEC contract version**

Scope

5 Constraints on how the *Consultant* Provides the Service

Refer to document **DHSC Proposal_NEC contract version**

Scope

6 Requirements for the programme

Refer to document **DHSC Proposal_NEC contract version**

Scope

7 Information and other things provided by the *Client*

ITEM	DATE BY WHICH IT WILL BE PROVIDED
None	None