

Collect / Refresh Data

Clear Data

Guidance

Contract Name	National - CSF - Benchmarking Service	Automatically drawn from your contract
Project Name	National - CSF - Benchmarking Service	Manually enter
SOP Project Code	ENV6001924R task 3	Automatically drawn from your contract (format ENVXXXXXXXX)
Contract Option	Option E	Automatically drawn from your contract
Purchase Order Number	insert PO number when known	This can be entered after the contract is formed and uploaded. The CSO/BSO will do this
Contract number	32283	This number is obtained from Bravo, obtain from your DGC colleague
Geographic Area	National	Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Delivery Hub / CDT	Hertfordshire and North London (HNL)	Automatically drawn from the dropdown in the contract
FastDraft User(s)		Manually enter
Client Service Manager		The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft
Client FastDraft View		Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract
Consultant Manager		The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
Consultant Manager (email address)		Insert email address
Consultant FastDraft Application for Payment access		Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
Consultant FastDraft View		Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract
ECC PM Manager	Not applicable	The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft
ECC PM FastDraft View	Not applicable	Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract
Supervisor	Not applicable	The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
Contractor Contracts Manager	Not applicable	The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
Contractor Contracts Manager (email address)	Not applicable	Insert email address
Contractor FastDraft Application for Payment access	Not applicable	Those individuals from the Contractor's organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
Contractor FastDraft View	Not applicable	Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract
Framework	Client Support Framework	Automatically drawn from the selected Framework in the contract
Lot Number	Lot 2	Click adjacent cell and Use Dropdown: Lot a / Lot 2
EA Project Manager	Not applicable	Automatically drawn from the named EA Project Manager (Data Part 1 (input))
Supplier	Motts	Automatically drawn from the selected Supplier in the contract
Supplier Project Manager	Not applicable	This would normally be the same as the Contractor Manager above
Supplier Project Manager (email address)	Not applicable	Insert email address
Contract Value		ESSENTIAL FIELD: Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee
Stage of delivery	Other	Click adjacent cell and Use Dropdown: (Pre SOC; SOC-OBC; OBC-FBC; Construction, Other)
Partner contract	Not applicable	Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation
Commencement date	01/05/2021	ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Completion date	31/03/2022	ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Are sectional completion dates used?	No	Automatically drawn from the contract if option X5 has been used
Are additional compensation events used?	Yes	Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used
Defects Period (weeks)	26 weeks	Automatically drawn from your contract
Delay Damages Amount (£) and unit	No Delay Damages	Automatically drawn from the contract if option X7 has been used
Sectional Delay Damages	No Sectional Delay Damages	Automatically drawn from the contract if option X5 and X7 has been used

The Contract must be submitted to your Portfolio Assurance and Support Commercial Services Manager before submission for upload by CSO/BSO.

Incomplete contracts will be returned for proper completion before upload.

NEC4 Contract Tool

This tool is used to create standard Contract Documents using pre-determined parameters

The most important section of this document is ensuring you select '**Finalise Data Part 1**' prior to sending this document to your supplier for completion - (Part 4)

Failure to secure your document means your supplier could edit Data Part 1

When started you will see **6** tabs (unless resuming from a previous saved point)

Start-up

1. FastDraft Data Collection
2. EA Client Guidance
3. Contract Selection
4. General Data
5. Data Part 1 (input)
6. Data Part 2 (input)

Navigation

Click each Tab at the bottom of the page or press the relevant button

Ideally work sequentially through the list above

Contract Build

As you progress through the Contract Selection, your contract will begin to build

The relevant sections will appear / populate as selections are made

PART 1

1. Select one of the four EA Frameworks

*It is good practice to press the 'Reset All Previous Toggle Selections' when starting a **new** Contract*

1. Client Support
2. Collaborative Delivery (*)
3. Mapping & Modelling
4. Marine & Coastal

The screen may flash as the contract is built in the background

As selections are made, these will change from grey to green/red to highlight which selections have been made. To change an earlier selection, click the green/red selection to un-select it.

Once selected, the relevant Contract Sections will be visible

(*) Collaborative Delivery will not open any sections until the 'contract type' is chosen

If you incorrectly select any button, press it again to clear that selection

The 'clear' button on the Contract Selection page will clear that section of data, not the whole selection

2. If available select one of the contract type(s) (these may auto-populate)

1. Professional Service Contract
2. Engineering Construction Contract

To cancel your selection, press the selection again or press 'clear' if this button is available

You will not be able to clear a default function

(*) Collaborative Delivery will open the contract sections when the contract type is chosen

3. Select the contract option (there may only be certain options available / visible)

1. Option A
2. Option C
3. Option E

To cancel your selection, press the selection again or press 'clear' if this button is available
You will not be able to clear a default function

4. Select the hub (this may auto-populate if a national hub)

1. North East
2. North West
3. East
4. Midlands
5. South West
6. South East
7. National

To cancel your selection, press the selection again or press 'clear' if this button is available
You will not be able to clear a default function

PART 2

1. Press the General Data Update Button (or the tab at the bottom of the page)

There are 5 sections to complete;

1. Project Name
2. Project Number
3. Supplier (using the pull-down menu)
4. Contract Date
5. Contract Number

You can only fill in sections in yellow;

To Clear any section you can over type the content or press the 'Clear General Data'
This selection will ask you to confirm you wish to clear the data as a precaution

To navigate backwards / forward select the relevant button or tab at the bottom of the page

Any box that starts with 'insert' will be blank in the output

PART 3

1. Press the Input Data Part 1 Button (or the tab at the bottom of the page)

There are multiple sections to complete

You can only fill in sections in yellow;

Where selections require an input there will be the following;

Once selected, the relevant button will be highlighted and the un-selected button locked out
To change your selection simply click the previous selection again to clear

Certain selections will require **further** input.

e.g. X5: Sectional Completion

if Sectional Completion is selected, you will need to identify the number of sections

Certain selections are **linked** to other inputs.

e.g. X7: Damages following X5: Sectional Completion

if Damages is selected along with Sectional Completion, you will need to identify the number of sections and the value of each of those sections along with the damages for the remainder of the *works*.

if Damages is selected without Sectional Completion, you will need to identify the

delay damages for the while of the service/works only.

You cannot change sections in grey;

locked

insert 'x'

Boxes starting with the word 'insert' will not pull through to the output document until an entry is made and is a guidance note only
If you want to include a contract entry simply overwrite the cell 'insert' contents

PART 4

1. Once complete, press the 'Finalise Data Part 1' button

This button is located at the top and bottom of Data Part 1 (input)

This will check that you want to close all Client inputs
(ready for sending to the supplier to complete their parts)

At this point, the following will be visible;

1. Data Part 2 (input)
2. Cover Sheet
3. Contract Data part 1
4. CD for X
5. Contract Data Part 2

2. Send this document to your supplier for them to complete Data Part 2

PART 5

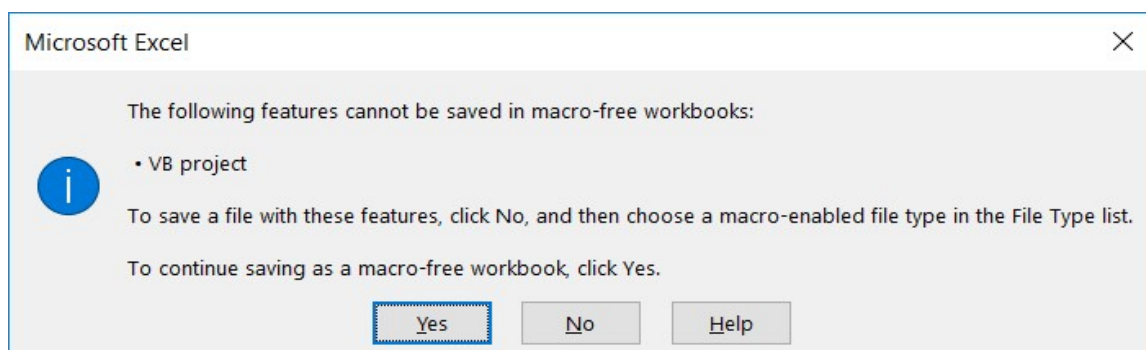
Upon receipt of the completed 'Data Part 2' from the supplier

1. Go to Data Part 2 (input)
 2. Press the 'Client resume editing' button you will be prompted to provide the password
The password is "T&T" - no speech marks
- This will now reopen all the Client inputs and you will see your completed Contract

PART 6

Once the document is complete, press the green 'Print to PDF & XLSX' button

1. This will create an Excel and PDF(s) format output
2. The excel file name will be the Project and Contract number along with the date and time (users can change the 'save as' filename)
3. The PDF(s) file name(s) will be the section title along with the date and time (users can change the 'save as' filename)
4. Follow the prompts to confirm the location you want to save the file in.
5. If prompted with the following, select yes. This is only changing the document back to an Excel file



6. The documents will close but you will now have both a PDF and Excel version of your document



Print to PDF & XLSX

Rev 1.7.0a

Reset ALL Previous
Toggle Selections

Client Support

Collaborative Delivery

Clear

Mapping & Modelling

Marine & Coastal

Professional Service
Contract (PSC)

Option A

Option C

Option E

Clear

Option A **priced** contract with
activity schedule

Option C: **target** contract with
activity schedule

Option E: **cost reimbursable**
contract

National

Hertfordshire and North London (HNL)
East

Contract Name:	National - CSF - Benchmarking Service	
Project Number:		
Framework:	Client Support Framework	
Area:		
Contract:	Professional Service Contract	
Option:	Option E	
Contract with:	Mott Macdonald Limited	
Company No:	01243967	
Contract Date:		
Contract Number:	32283	
Stage:	Study_or_Service_NOT_Design	Use Pulldown
Project Construction Value	Less than or equal to £4m	Use Pulldown

Incorporated Documents

CSF Professional Services Scope _Benchmarking Service

X Clauses;

X5: Sectional Completion

Yes

No

No Sectional completion

X7: Delay damages

Yes

No

No Delay Damages

X8: Undertakings to Others

Yes

No

No Undertakings to Others

X10: Information modelling

Yes

No

X10: Information modelling applies

2 weeks

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is

X13: Performance bond

Yes

No

No Performance Bond

X18: Limitation of liability

Yes

No

Limitation of Liability Applies

£1,000,000

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

£1,000,000.00

The *Consultant* 's liability to the *Client* for Defects that are not found until after the *defects date* is limited to **£5 million**

6 years

The end of liability date is '**6**' years or '**12**' years after the Completion of the whole of the *service*

Y Clauses;

Y(UK)1: Project Bank Account

No

Y(UK)2: Housing Grants, Construction and Regeneration Act 1996

Yes

No

HGCR Act Applies

14 Days

The period for payment is '**XX**' days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

Yes

No

Rights of 3rd Parties Applies

Term	Beneficiary
not used	not used
insert term	insert beneficiary
insert term	insert beneficiary
insert term	insert beneficiary

insert Named Suppliers

Beneficiary - Named Suppliers (If Y(UK)3 is used with Y(UK)1 the following entrv is added to the table for Y(UK)3.)

Service Description

Requirement for benchmarking services.

Insert a broad description of the *service* associated with the contract

Client Details;

Environment Agency	Client name
Horizon House	address line 1
Deanery Road	address line 2
Bristol	address line 3
BR1 5AH	address line 4
insert address	address line 5
insert address	address line 6

Email address for communications

Service Manager

	address line 1
Chatsworth Road	address line 2
Worthing	address line 3
BN11 1LD	address line 4
insert address	address line 5
insert address	address line 6

Email address for communications

The Scope is in;

CSF Professional Services Scope _Benchmarking Service

insert filename / document location

Period for reply;

2 weeks

Set at 2 weeks

Period for retention is;

6 years

Use Pulldown - Normally 6 years if signed underhand, 12 years if signed as deed

The following matters will be included in the Early Warning Register;

insert details	Insert matter
insert details	Insert matter
insert details	Insert matter
insert details	Insert matter

Early warning meetings are to be held at intervals no longer than;

2 weeks

Normally 2 weeks

The key dates and conditions to be met are;

condition to be met	key date
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than

4 weeks

Normally 4 weeks

The starting date is;

01 May 2021

Insert Date

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

access	access dates
Collaboration Sites - Asite and Sharepoint	01 May 2021
EA Laptop	01 May 2021
insert details	insert date
insert details	insert date
insert details	insert date
If more than 5 areas are required add these in the Scope	insert date

The *Consultant* submits revised programmes at intervals no longer than

4 weeks

Normally 4 weeks

The completion date for the whole of the service is

31 March 2022

The completion date for the whole of the service is

Guidance Notes

Option if it is essential to have some parts of the *service* completed before the whole of the *service* . Discuss with Commercial Lead

Option should be considered as default (unless Key Date's are considered more appropriate), X7 should always be used where sectional completion is included. Pre-calculate genuine loss, discuss with Commercial Lead

X8 should be included as appropriate

Normally 2 weeks

X13: This is an optional clause, which should be selected if a performance bond is required to be provided by the *Consultant* . Discuss with Commercial Lead.

This is an optional clause, which limits the liability of the *Consultant* . Discuss with Commercial Lead.

For contracts less than £200,000, the limit is **£1,000,000**, for all other contracts the limit is **£5,000,000**

For contracts completed underhand, the term is 6 years. For contracts completed under deed, the term is 12 years (This would normally only occur on very high value contracts).

Project Bank Account auto-selects if the below condition is met;
If there is a compelling reason not to use seek approval from the senior team
Default use when the contract value is above £500,000

Framework level clause that always applies

Normally 14 days (Not exceeding 14 days) Discuss with Commercial Lead if not 14 days

Framework level clause that always applies. Please state any third party *beneficiaries* to the contract who are enabled to enforce it in future. Please also state the particular terms they are enabled to enforce.

If no *beneficiary* , insert 'not used' or leave as 'insert *beneficiary*'

Describe the *service* in brief

Enter postal address

Enter email address

The *Service Manager* is responsible for managing this contract and would normally be the EA *Project Manager*

States in what documents the Scope information is located

State any matters which could affect the total of the Prices, or delay Completion, which are known at the time of preparing this contract

Key dates can impose significant risks on the *Consultant* in some circumstances and should only be used if really necessary. Use if a particular *condition* needs to be met for a third party to deliver their *service* .

List each *condition* and *key date* .

To be included and completed if Option C or E is used. The period is normally four weeks

insert the contract start date

If more than five *access dates* are required then please state the additional dates in the Scope.

Period should not be more frequent than needed for good management. Four weeks is default.

EA *Project Manager* shall state the required *completion date* .

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

4 weeks	Normally 4 weeks
---------	------------------

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

4 weeks	Normally 4 weeks
---------	------------------

The period between Completion of the whole of the *service* and the *defects date* is

26 Weeks	Normally 26 Weeks
----------	-------------------

Normally this would be 6 months for a consultancy contract, but seek guidance from Commercial Lead.

The *interest rate* is;

Base	insert baseline rate
2.00%	% per annum above the 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;

Insert Number	Select Period (pulldown)
1	Month

Set at 1 month

All UK Offices	The locations for which the <i>Consultant</i> provides a charge for the cost of support people and office overhead are
----------------	------------------------------------------------------------------------------------------------------------------------

The <i>exchange rates</i> are those published in;	On;
insert details	insert date

If there are additional compensation events;

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 November 2020 and 31st March 2021	insert description of compensation event, or "not used"
'not used'	insert description of compensation event, or "not used"
'not used'	insert description of compensation event, or "not used"
'not used'	insert description of compensation event, or "not used"
'not used'	insert description of compensation event, or "not used"

The insertion of any additional compensation events must be agreed between the compiler and the Commercial Lead.

8 Liabilities and insurance - If the level of insurance cover

If there are additional *Client's* liabilities;

'not used'	insert description of liability to be taken, or "not used"
'not used'	insert description of liability to be taken, or "not used"
'not used'	insert description of liability to be taken, or "not used"

Not normally used

Z Clauses

Z5: Secondments

Yes	No
-----	----

Confirm Selection

Use as an option when appointing on a secondment basis

1 General

The Consultant is

Mott Macdonald Limited
Mott Macdonald House
8-10 Sydenham Road
Croydon
Surrey
CR0 2EE

Name and address etc. of Consultant

	Email address for communications
--	----------------------------------

Enter email address

56.07%	Project Construction Value
--------	----------------------------

The fee percentage is

The key persons are

	Lead
Independent estimating / benchmarking	Responsibilities
BSc (Hons), Construction Management, Construction Economics, MACostE	Qualifications
Senior estimator and quantity surveyor with over 20 years' experience	Experience

Name the key persons to be working on the contract

	Job
Independent estimating / benchmarking	Responsibilities
BSc (Hons) Accounting with Law, MCIQB.	Qualifications
Benchmarking, indexation, location factorization, and cost modelling.	Experience

	Job
Project Management	Responsibilities
Project Managers Qualification (PMQ)	Qualifications
Construction industry professional with over 18 years experience.	Experience

insert name	Name (4)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (5)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (6)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

insert name	Name (7)
insert job	Job
insert responsibilities	Responsibilities
insert qualifications	Qualifications
insert experience	Experience

The following matters will be included in the Early Warning Register;

insert details
insert details
insert details
insert details
insert details
insert details
insert details
insert details

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

3 Time

03 May 2021 - 31 March 2022	The programme identified in the Contract Data is;
-----------------------------	---------------------------------------------------

This is optional and is inserted if a programme is being initially provided

5 Payment

	forecast of the total Defined Cost plus the Fee
--	-------------------------------------------------

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

	Name (1)
--	----------

Enter postal address

Account Leader	address Line 1
Mott Macdonald	address Line 2
One Valpy	address Line 3
20 Valpy Street	address Line 4
Reading	address Line 5
RG1 1AR	address Line 6

Enter email address

	Email address for communications
--	----------------------------------

Enter postal address

	address Line 1
Mott Macdonald	address Line 2
22 Station Road	address Line 3
Cambridge	address Line 4
CB1 2JD	address Line 5
	address Line 6

Enter email address

	Email address for communications
--	----------------------------------

X10: Information modelling;

The information execution plan identified in the Contract Data is;	If an information execution plan is to be identified in the Contract Data
N/a	

X10 is always used



Framework:
Supplier:
Company Number:

Client Support Framework
Mott Macdonald Limited
01243967

Geographical Area:
Project Name:
Project Number:

National - CSF - Benchmarking Service

Contract Type:
Option:

Professional Service Contract
Option E

Contract Number:

32283

Revision	Status		Originator		Reviewer		Date

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA**

Project Name National - CSF - Benchmarking Service

Project Number

This contract is made on
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.
- The following documents are incorporated into this contract by reference
CSF Professional Services Scope _Benchmarking Service

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

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.

Main Option	Option E	Option for resolving and avoiding disputes	W2
----------------	----------	-----------------------------------------------	----

Secondary Options

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

The *service* is Requirement for benchmarking services.

The *Client* is Environment Agency

Address for communications Horizon House
Deanery Road
Bristol
BR1 5AH

Address for electronic communications

The *Service Manager* is

Address for communications Guildbourne House
Chatsworth Road
Worthing
BN11 1LD

Address for electronic communications

The Scope is in
CSF Professional Services Scope _Benchmarking Service

The *language of the contract* is English

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

The *period for reply* is 2 weeks

The *period for retention* is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The Consultant's main responsibilities

The *key dates* and *conditions* to be met are
condition to be met
 'none set' 'none set' *key date*
 'none set' 'none set'
 'none set' 'none set'

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than 4 weeks

3 Time

The *starting date* is 01 May 2021

The *Client* provides access to the following persons, places and things
 access
 Collaboration Sites - Asite and Sharepoint 01 May 2021 *access date*
 EA Laptop 01 May 2021

The *Consultant* submits revised programmes at intervals no longer than 4 weeks

The *completion date* for the whole of the *service* is 31 March 2022

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

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

The *expenses* stated by the *Client* are as stated in Schedule 6.

The *interest rate* is 2.00% per annum (not less than 2) above the
 Base rate of the Bank of England

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices

The *exchange rates* are those published in on

6 Compensation events

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 November 2020 and 31st March 2021
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

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 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>	£5 million in respect of each claim, without limit to the number of claims	12 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	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	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	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to	£1 million	

Resolving and avoiding disputes

The <i>tribunal</i> is	litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

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

Z5 Secondments

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.

Z11 Rate Increase Provision

Contracts with a duration of less than two years, which are extended over this duration by the *Service Manager* due to *Client* Scope increases, may apply a rate review as follows. The *Consultant* will charge the *Client* the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

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 X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

£1,000,000.00

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

not used not used

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 Mott Macdonald Limited

Address for communications Mott Macdonald House
8-10 Sydenham Road
Croydon
Surrey
CR0 2EE

Address for electronic communications

The *fee percentage* is

Option E

56.07%

The *key persons* are

Name (1)	[REDACTED]
Job	Benchmarking Lead
Responsibilities	Independent estimating / benchmarking
Qualifications	BSc (Hons), Construction Management, Construction Economics, MACostE
Experience	Senior estimator and quantity surveyor with over 20 years' experience

The *key persons* are

Name (2)	[REDACTED]
Job	[REDACTED]
Responsibilities	Independent estimating / benchmarking
Qualifications	BSc (Hons) Accounting with Law, MCIQB.
Experience	Benchmarking, indexation, location factorization, and cost modelling.

The *key persons* are

Name (3)	[REDACTED]
Job	[REDACTED] (Project Manager)
Responsibilities	Project Management
Qualifications	Project Managers Qualification (PMQ)
Experience	Construction industry professional with over 18 years 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

The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

03 May 2021 - 31 March 2022

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications
Account Leader
Mott Macdonald
One Valpy
20 Valpy Street
Reading
RG1 1AR

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
[REDACTED] communications
CSF Lot 2 Manager
Mott Macdonald
22 Station Road
Cambridge
CB1 2JD

Address for electronic communications
[REDACTED]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is
N/a

Contract Execution

Client execution

Signed under hand by



Signature

for and on behalf of the Environment Agency

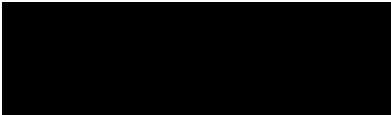
Commercial Intelligence and Benchmarking Team Leader

Role

Consultant execution

Consultant execution

Signed under hand by



Signature

for and on behalf of Mott Macdonald Limited

Account Leader

Role