

ORDER

ORDER NO: SER/ 0725

Date of Order: 04/12 2017

(To be quoted on all correspondence relating to this Order)

<p>FROM (Customer):</p> <p>Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>Customer's Representative: Colin Green</p> <p>T: 0121 644 7745 E: colin.green@ofwat.gsi.gov.uk</p>	<p>TO (Contractor):</p> <p>Mott MacDonald Ltd 22 Station Road Cambridge CB1 2JD United Kingdom</p> <p>Contractor's Representative: </p> <p></p>
<p>SERVICES TO BE DELIVERED TO:</p> <p>Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B5 4UA</p>	<p>INVOICE ADDRESS:</p> <p>finance@ofwat.gsi.gov.uk</p> <p>or</p> <p>Finance Team Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B4 5UA</p>
<p>Any Contract arising from this Order shall be governed by:</p> <ul style="list-style-type: none"> • the Customer's Invitation to Tender (ITT) for External Support for the Assessment of Draft Water Resource Management Plans ref PROC.01.0574, issued on the mytenders website on 25 September 2017, the Contractor's bid titled Assessment of Draft WRMP Proposal dated 25 October 2017 as amended by the Updated Fees and inputs specified in Assessment of draft Water Resource Management Plans Updated Proposal; and • any enhancements thereto and provisions expressly listed herein, including but not limited to: <ul style="list-style-type: none"> ○ the revised terms and conditions specified in Appendix B; and ○ the conflict of interest correspondence specified in Appendix C. <p>The Updated Fees and Inputs specified in Assessment of draft Water Resource Management Plans Updated Proposal are laid out in the section titled Project Team Charge Rates.</p>	

Description of Services Requirement:

External Support for the Assessment of Draft Water Resource Management Plans (ref PROC.01.0574).

Contract Period

The Commencement Date shall be 11 December 2017

The expiry date is 29 June 2018 unless extended or terminated earlier in accordance with the Contract.

Precedence

Where there is a conflict between the content within part of parts of the document then the following shall be ranked in order of precedence:

Rank 1

The Order - including Appendices specified therein.

Rank 2

The Customer's ITT, the Contractor's bid titled Assessment of Draft WRMP Proposal dated 25 October 2017.

Charges

The capped ceiling price of the project is £146,613, being the maximum amount payable to the Contractor for completion of the project, the Capped Price will only be exceeded by agreement between the Customer and the Contractor. Such agreement will only be given by the Customer where cost overruns have arisen as a result of the work involved being over and above that reasonably anticipated prior to the Customer's approval to commence work on the project.

The scope of services is as described in the Invitation to Tender Document and the Tender submission by the Contractor dated 25 October 2017.

Where the resource costs incurred by the Contractor in performing the Services falls below the Capped Price, the Contractor shall invoice the Customer for the actual value of the Services provided according to the charge rates described in the Order Form.

The Services/deliverables which satisfactorily address any points raised by the Customer and their acceptance by the Customer will signify successful completion of this element of project.

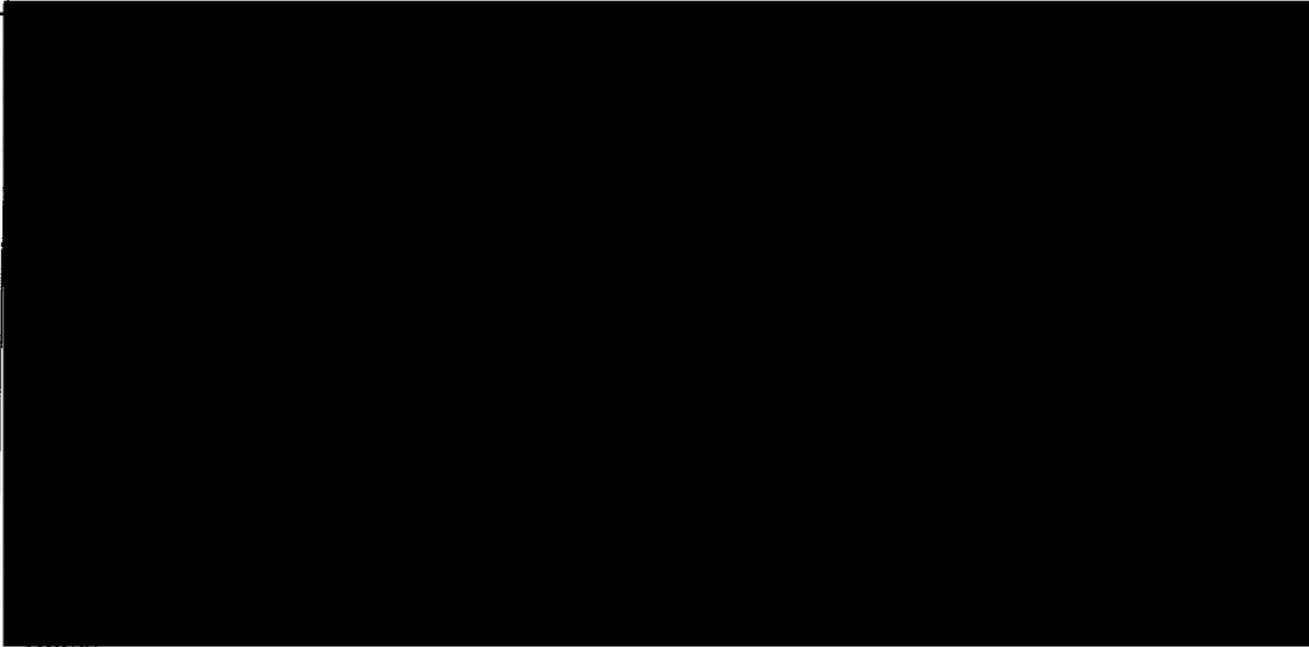
The charge rates are all inclusive with the sole exceptions of:

- Disbursement for travel and subsistence expenses;
- Value Added Tax.

Travel Rates shall be paid with the agreement of the Customer's Representative and in accordance with Appendix A.

The Project Team Charge Rates

As specified in the Assessment of draft Water Resource Management Plans Updated Proposal.



1. Fee exclusive of VAT and expenses (circa 4k-6k)
2. Capped ceiling fee: fees may be below this
3. Total capped ceiling fee will reduce by circa £4k if Ofwat staff undertake 2 low risk reviews
4. Assumes template based final reporting

The Customer will not pay for:

1. Any items which it regards as part of the Contractor's overheads (for example; word-processing, secretarial time, cost of faxes and telephone charges);
2. Any expenses not authorised in advance by the Customer's Representative
3. Travelling time unless the Customer's project director has authorised in advance the payment of travelling time. Requests for authorisation by the project director are to be submitted via the project manager.

Deliverables, Invoicing and Payment

Payment will be due upon Acceptance by the Customer of the percentage payments specified below as per the Assessment of draft Water Resource Management Plans Updated Proposal.

Milestone no	Description	%	Estimated Fees (£)	Estimated Billing Month	Billing FY
1	Completion and acceptance of template and completion of training.			December/January	FY 17
2	Provision and acceptance of draft reports and completed assessment templates for companies in England (within the required timescales)			February/March	FY 17

OFFICIAL: COMMERCIAL - SENSITIVE

	TOTAL	█	██████████		
3	Provision and acceptance of final reports, supporting materials, analysis and briefings English companies (within required timescale)	██████████		March/April	FY 18
4	Provision and acceptance of draft reports, and completed assessment templates for companies in Wales	██████████		March/April	FY 18
5	Provision and acceptance of final reports, supporting materials, analysis and briefing companies in Wales (within required timescale)	██████████		April/May	FY 18
6	Completion of debriefing, handover of any outstanding analysis and completion of the lessons learned exercise	██████████		April/May	FY 18
	TOTAL	██████████			
	*TOTAL		146,612.50		

*Total fee exclusive of VAT and expenses (circa £4-6k)
 Total fee assumes a reduction of £4k for staff undertaking 2 low risk reviews
 Estimate billing month denotes month for billing - not when work completes

All invoices shall contain the following information:

- the Order number,
- a summary of the Services; and
- the line value; total value excluding Value Added Tax (VAT), the VAT percentage and total value including VAT.

The Customer shall pay the Contractor within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with the payment profile set out above and the provisions of this Contract.

Invoices must not contain the Contractor's terms and conditions, nor can reference be made to the Contractor's terms and conditions. Invoices with the Contractor's terms and conditions printed on them or referred to therein will not be accepted by the Customer.

Contractor's Key Personnel



As specified in section 7 (Our People) of the Assessment of Draft WRMP Proposal (dated 25 October 2017).

Variation to Contract

Variations shall only be effective if agreed in writing by both parties

Formation of Contract

BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter into a legally binding contract with the Customer to provide to the Customer the Services specified and referred to in this Order Form.

The Parties hereby acknowledge and agree that they have read the Order Form (including Appendices) and by signing below agree to be bound by this Contract.

For and on behalf of the Contractor:

Name	[Redacted]
Position	[Redacted]
Signature	[Redacted]
Date	[Redacted]

For and on behalf of the Customer:

Name	<i>Charles Ross</i>
Position	<i>CEO</i>
Signature	[Redacted]
Date	<i>5/12/17</i>