



Framework: Mapping & Modelling Framework

Supplier: AECOM Infrastructure & Environment UK Limited

Company Number: 01846493

Geographical Area: National

Project Name: LNA Modelling Projects Bundle 2022-23

Project Number: ENV0002705C

Contract Type: Professional Service Contract

Option: Option A

Contract Number: project_36465

Stage: All_Work_Types

| Revision | Status | | Originator | | Reviewer | | Date |
|----------|--------|--|------------|--|----------|--|------|
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PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framework CONTRACT DATA

Project Name LNA Modelling Projects Bundle 2022-23

Project Number ENV0002705C

This contract is made on 24 August 2022

between the Client and the Consultant

This Contract is made pursuant to the Framework Agreement (the "Agreement") dated 16th day of May 2019 between the Client and the Consultant in relation to the NGSA Mapping and Modelling Support Framework. The entire Agreement and the following schedules are incorporated into this Contract by reference

- Schedules 1 to 22 inclusive
- The following documents are incorporated into this contract by reference

Part One - Data provided by the Client



The following matters will be included in the Early Warning Register

2 3

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

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

The Consultant prepares forecasts of the total expenses at intervals no longer than

4 weeks

3 Time

The starting date is 01 September 2022

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

access date 22.07.22 Existing models as per detailed scopes

The $\ensuremath{\textit{Consultant}}$ submits revised programmes at intervals no longer than

4 weeks

The completion date for the whole of the service is 30 November 2023

The period after the Contract Date within which the ${\it Consultant}$ 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 9

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

Bank of England Base

6 Compensation events

These are additional compensation events

1 'not used'

2. 'not used'

3. 4. 'not used' 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

'not used' 2. 'not used'

'not used'

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION EVENT MINIMUM AMOUNT OF

The Consultant's failure to £ 5 Million 12 Years

use the skill and care normally used by professionals providing services similar to the

in respect of each claim, without limit to the number of claims

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Consultant) from or in connection with the Consultant Providing the Service

12 Months £ 5 Million

in respect of each claim, without limit to the number of claims

the employees of the Consultant arising out of and in the course of their employment in connection with the contract

other than the excluded matters limited to

Death of or bodily injury to Which ever is the greater of For the period required by law E5m or the amount
required by law
in respect of each claim,
without limit to the number

The Consultant's total liability to the Client for all matters arising under or in connection with the contract,

of claims

Resolving and avoiding disputes

The tribunal is Litigation in the courts

The Adjudicator is 'to be confirmed' Address for communications 'to be confirmed

Address for electronic communications 'to be confirmed'

The Adjudicator nominating body is The Institution of Civil Engineers

Z Clauses

Z1 DisputesDelete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.
Delete the text of clause 60.1(12) and replaced by:

The *service* is are 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

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

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

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 approval of a fee note. 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

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 consequential loss is limited to

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

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

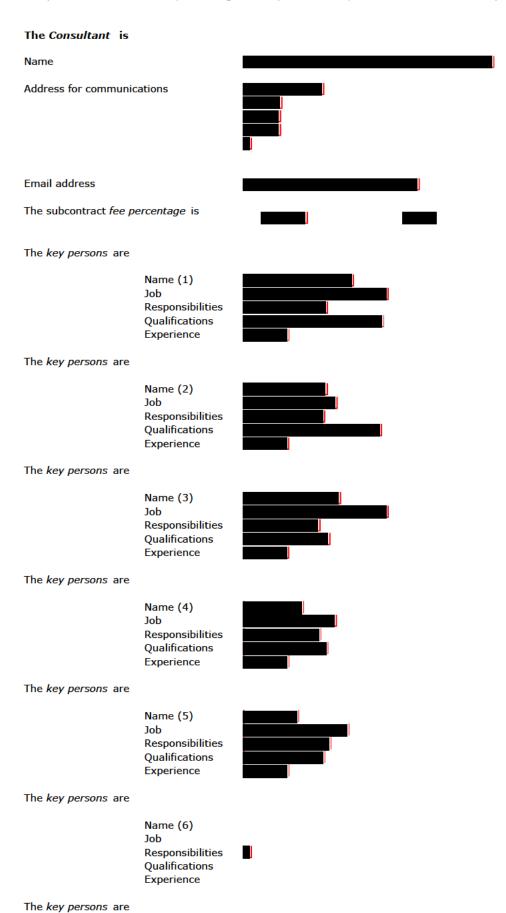
Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

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



Name (7)

Job Responsibilities Qualifications Experience

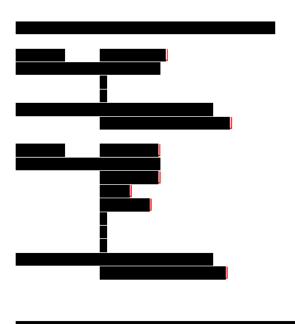
The following matters will be included in the Early Warning Register

5 Payment

The activity schedule is

The tendered total of the Prices is

Resolving and avoiding disputes



Contract Execution

Client execution

| Signed Underhand by [PR | INT NAME] | for and on behalf of the Environment Agency | | | |
|-------------------------|-----------|---|---------------------------------------|--|--|
| | | Project Team Manager | | | |
| Signature | Date | Role | | | |
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| | | | | | |
| Consultant execution | | | | | |
| Signed Underhand by [PR | INT NAME] | for and on behalf of |)M Infrastructure & Environment UK Li | | |
| | | Director - authorised sig | natory | | |
| Signature | Date | Role | | | |