



Framework:	Client Support Framework
Supplier:	Mott Macdonald Limited
Company Number:	01243967
Geographical Area:	East
Project Name:	East - CSF - Smart Object Library Phase 2
Project Number:	ENVFCPAM00260B00C
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	P-30935
Stage:	Study_or_Service_NOT_Design

Revision	Status		Originator		Reviewer	

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Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name East - CSF - Smart Object Library Phase 2

Project Number ENVFCPAM00260B00C

This contract is made on 06 March 2023
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") date to the Client Support Framework. The entire Agreement and the following schedules
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon with
- The following documents are incorporated into this contract by reference

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 C 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 Provision of services relating to the implementation and d
few of the following activities: Creation of 20 new Smart

The *Client* is Environment Agency

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

The *Service Manager* is

[REDACTED]

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

The Scope is in
Procurement Scope_Object Library Phase 2

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 W

The *period for reply* is 2 weeks

The *period for retention* is 6 years following Completion or earlie

The following matters will be included in the Early Warning Register

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

2 The *Consultant's* main responsibilities

The *key dates* and *conditions* to be met are
condition to be met

'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

3 Time

The *starting date* is

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

The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks
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The <i>completion date</i> for the whole of the <i>service</i> is	15 September
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The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is	4 weeks
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4 Quality management

The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is	4 weeks
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The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	26 weeks
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5 Payment

The <i>currency of the contract</i> is the	£ sterling
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The <i>assessment interval</i> is	Monthly
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The *expenses* stated by the *Client* are as stated in Schedule 6.

The <i>interest rate</i> is	2.00%	per annum (not less than 2) a
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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

The *exchange rates* are those published in
on

6 Compensation events

These are additional compensation events

1. 'not used'
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 insu

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLE
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 12 months £5m or the amount required by law in respect of each claim, without limit to the number of claims
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	£5 million

Resolving and avoiding disputes

The <i>tribunal</i> is		litig
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 Engine

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
- 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

(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 ' :

- When appointing *Consultants* on a secondment basis only:

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, pr or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable

19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Service Manager's* instructions.

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under t

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 date of the invoice.

Delete existing clause 51.2 and insert the following:

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which from the date by which the late payment should have been made until the date when the late payment is made, and

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflict of interest (including, but not limited to, any actual or potential conflict of interest involving the *Consultant*, its employees, agents, representatives, affiliates, subsidiaries, or any other person or entity with whom the *Consultant* has a relationship) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking a conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or notice of Change in Control. The *Client* shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification of Change of Control has been received, the *Client* may terminate this Agreement where the *Client's* prior written acceptance was granted prior to the Change of Control. Z14.4.

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any waiver or dimunition of the obligations established by the Contract.

and 02nd day of July 2019 between the *Client* and the *Consultant* in relation
to are incorporated into this contract by reference

in this contract.

Option, the Option for resolving and avoiding disputes and secondary

development of the Environment Agency's Smart Object Library, including a
: Objects to be in line with the Phase 1 development of the existing Smart

[agency.gov.uk](https://www.environment-agency.gov.uk)

[agency.gov.uk](https://www.environment-agency.gov.uk)

/ales

or termination

2 weeks

key date

4 weeks

06 March 2023

access date

2023

above the

Rev 1.8.5a

All UK Offices

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th the *Service Manager*
ice Manager
ultant performance.

ery through the *Consultant*'s involvement

racts following an audit

roceedings, costs, losses, claims and demands whatsoever arising directly
le opinion of the *Client*, arise from or are contributed to by:

ope of the *Consultant*'s duties as defined by the *Service Manager*.

a previous contract will neither be an allowable cost under this contract or
this project or programme.

of the *Service Manager*'s certificate.

ited.

should be issued, interest is paid on the late payment. Interest is assessed
l is included in the first assessment after the late payment is made

cts of interest relating to the *Consultant* (including without limitation its
ction to protect its interests. Should the Parties be unable to remove the

egotiations which will or may result in a *Consultant* Change in Control and
ract with immediate effect by notice in writing and without compensation to
on has been made, the date that the *Client* becomes aware of the Change
he Change in Control. A Change of Control is defined as per the Deed of

Service Manager in writing in accordance with the Contract, and with failure or delay in exercising any right or remedy shall not constitute a

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 weeks

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £1,00

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects* to £5,00

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

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

term beneficiary

No Terms under this contract No Beneficiary under this contract.

æks

0,000

date is limited

0,000

due

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

[Redacted address for communications]

Address for electronic communications

[Redacted address for electronic communications]

The fee percentage is

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

[Redacted details for Key Person 1]

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

[Redacted details for Key Person 2]

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

[Redacted details for Key Person 3]

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

[Redacted details for Key Person 4]

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

[Redacted details for Key Person 5]

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

[REDACTED]

3 Time

The programme identified in the Contract Data is

See Programme name: EA SOL Phase 2 Programme

5 Payment

The *activity schedule* is

The forecast of the Prices is
£94,272.00

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
Address for communications
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
Address for electronic communications
[REDACTED]

X10: Information Modelling

The *information execution plan* identified in the Cont
X10

ever we want to

;

ract Data is

Contract Execution

Client execution

Signed Underhand by [KANITA DOGRA] for and on behalf of the Environment Agency

<div></div>		
Signature	Date	Role

Consultant execution

<div></div>	<div></div>	Mott Macdonald Limit
<div></div>	<div></div>	<div></div>
Signature	Date	Role

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