



# Professional Service Contract

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## Contract Data Forms

June 2017

(with amendments January 2019)

## Contract Execution

This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and . . Mott MacDonald . . . . . for . . Site Supervisor for Knighton and Newbridge gauging station construction. . . . . (the *service*).


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 *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165).

**Executed under hand** . . . . .

by

. . . . . (Client)

.  . . . . . (Consultant)

 – Account Lead . . . . .

. . . . .

. . . . .

. . . . .

(Named Suppliers)

# Contract Data

## PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

### 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 (with amendments January 2019)

Main Option

E

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X9, X10, X11, X18, X20, Y(UK)1, Y(UK)2, Y(UK)3, Z1, Z2, Z3, Z8, Z9, Z12

The service is

Provision of a *Site Supervisor* for Knighton and Newbridge gauging station construction.

The Client is

Name

Environment Agency

Address for communications

Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications

The Service Manager is

Name

Address for communications

Kings Meadow House  
Kings Meadow Road  
Reading  
RG18DQ

Address for electronic communications

The Scope is in

Scope\_ECSC Supervisor and Project Manager  
250523 v2

The <i>language of the contract</i> is	<input type="text" value="English"/>		
The <i>law of the contract</i> is the law of	<input type="text" value="England and Wales, subject to the jurisdiction of the courts of England and Wales"/>		
The <i>period for reply</i> is	<input type="text" value="2 weeks"/>	except that	
• The <i>period for reply</i> for	<input type="text" value="n/a"/>	is	<input type="text" value="n/a"/>
• The <i>period for reply</i> for	<input type="text" value="n/a"/>	is	<input type="text" value="n/a"/>

The *period for retention* is  year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

1. Delay to construction start date.  
2. Programme end date over run, resulting in extension of Supervisor requirement.

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

## 2 The Consultant's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

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

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

If Option A is used

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

If Option C or E is used

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	access date
(1) Knighton Gauging Station Site	tbc
(2) Newbridge Gauging station site	tbc
(3) A-Site and Fastdraft	tbc

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

If the *Client* has decided the *completion date* for the whole of the *service* The *completion date* for the whole of the *service* is 31/3/25

If no programme is identified in part two of the Contract Data The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 2 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, if not previously provided by the *Consultant*

The period between Completion of the whole of the *service* and the *defects date* is 52 weeks

#### 5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

If the *Client* states any expenses The *expenses* stated by the *Client* are

item	amount

The *interest rate* is 2 % per annum (not less than 2) above the Base 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 The period within which payments are made is NA

If Option C or E is used and the *Client* states any locations The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK offices

If Option C or E is used The *exchange rates* are those published in Financial Times on (starting date) (date)

## 6 Compensation Events

These are additions

## 8 Liabilities insurance

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

EVENT	MINIMUM AMOUNT OF COVER	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>	<div>£5 million</div> in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works or earlier termination
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	<div>Whichever is greater of £5 million or the amount required by law</div> in respect of each event, without limit to the number of events	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	<div>Whichever is greater of £5 million or the amount required by law</div> in respect of each event, without limit to the number of events	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(2) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(3) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a

The *Consultant's* total liability to the *Client* 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 *tribunal* is

If the *tribunal* is arbitration The *arbitration procedure* is

The place where arbitration  
is to be held is

The person or organisation who will choose an arbitrator if the Parties cannot agree a  
choice or if the *arbitration procedure* does not state who selects an arbitrator is

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

## 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

If Option X2 is used

## X9: Transfer of Intellectual Property Rights

## X10: Information Modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

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

## X11: Termination by the Client

## X18: Limitation of liability

If Option X18 is used

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

£5 million

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

£5 million

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

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

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is 

30

 days after the date on which payment becomes due

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

If Option Y(UK)3 is used	term	beneficiary
	<div></div>	<div></div>
	<div></div>	<div></div>
	<div></div>	<div></div>
	<div></div>	<div></div>

## Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

### Z1 Disputes:

Option W2 subclause W2.1(4) is deleted. The Parties agree that adjudication under Clause option W2 should only commence if the dispute resolution procedure has been exhausted and that the dispute resolution procedure in the Scope, takes precedence over Option W2.

### 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
- 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.
- 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's* 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

### 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.

### 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.

## 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

Mott MacDonald Ltd

Address for communications

Mott MacDonald  
22 Station Road  
Cambridge  
CB1 2JD  
United Kingdom

Address for electronic communications

[REDACTED]

The *fee percentage* is

[REDACTED] %

The *key persons* are

Name (1)

[REDACTED]

Job

Site Supervisor

Responsibilities

Site Supervisor

Qualifications

[REDACTED]

Experience

[REDACTED]

Name (2)

[REDACTED]

Job

Assistant Supervisor

Responsibilities

Assistant Supervisor

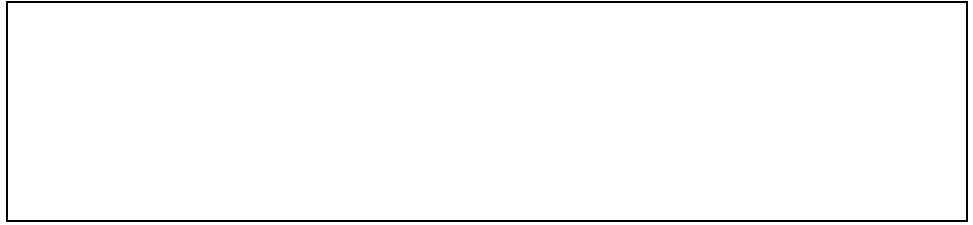
Qualifications

[REDACTED]

Experience

[REDACTED]

The following matters will be included in the Early Warning Register



## 2 The Consultant's main responsibilities

The Scope provided by the *Consultant* is in

Scope\_ECSC  
Supervisor and Project  
Manager 250523 v2

If the *Consultant* is to provide Scope

## 5 Payment

If the *Consultant* states  
expenses

The expenses stated by the Consultant are any

item

amount

[REDACTED]

<div style="background-color: black; width: 100px; height: 20px;"></div>
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[REDACTED]

[REDACTED]

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The activity schedule is

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If Option A or C is used

28,551.00
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The forecast of the prices is

If Option E is used

## Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1)

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### Address for communications

Mott MacDonald  
22 Station Road  
Cambridge  
CB1 2JD  
United Kingdom

Address for electronic communications

\_\_\_\_\_

Name (2)

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### Address for communications

Mott MacDonald  
One Valpy 20 Valpy Street  
Reading  
RG1 1AR  
United Kingdom

Address for electronic communications

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**X10: Information modelling**

If Option X10 is used

If an <i>information execution plan</i> is to be identified in the Contract Data	The <i>information execution plan</i> identified in the Contract Data is	<div></div>
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**Data for the Schedule of Cost Components (used only with Options C or E)**

The *overhead percentages* for the cost of support people and office overhead are

location	<i>overhead percentage</i>
<div></div>	<div></div> %
<div></div>	<div></div> %
<div></div>	<div></div> %