

Professional Service Contract

Contract Data Forms

June 2017 (with amendments January 2023)

Contract Execution

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

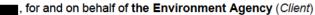
Terms in this agreement have the meanings given to them in the contract between the Environment Agency and AECOM for Next Generation Hydraulic Model Benchmarking-Inception stage (the *service*).

The *Consultant* offers to Provide the Services 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 2024 Mapping and Modelling Framework and executed the framework agreement

Executed under hand

by

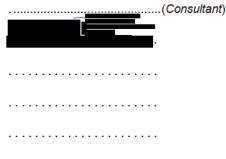


Signature:



Role:

Date: 11th February 2025



(Named Suppliers)

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)

| | <u> </u> |
|----------|----------|
| Main | Option |
| IVICIIII | Option |

Option for resolving and avoiding disputes

W2

| Seconda | ary (| Options | |
|---------|-------|---------|--|
| Seconda | ary c | Options | |

Е

| X2 Changes in the Law |
|---|
| X10 Information Modelling |
| X11 Termination by the Client |
| X18 Limitation of Liability |
| Y(UK)2, The Housing Grants Construction and Regeneration Act 1996 |
| additional conditions of contract |
| Z1, Disputes |
| Z2, prevention |
| Z3, Disallowable Costs |
| Z6, The Schedule of Cost Components |
| Z24, Requirement for invoice |
| Z125, Limitation of Liability |
| Z130 Rate Adjustment |

This inception stage project aims to investigate the scope and make recommendations for a comprehensive update to the Environment Agency's approach to hydraulic model benchmarking; as set out in the Scope.

The inception stage will conduct a literature review and Subject Matter Expert (SME) interviews. It will set out the evidence gathered in an inception report and make recommendations for the scope of a main stage project.

The Client is

Name

The service is

Address for communications

Environment Agency

Horizon House Deanery Road Bristol BS1 5AH

Address for electronic communications

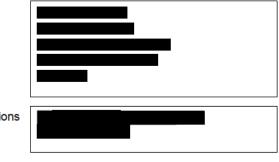
enquiries@environment-agency.gov.uk

The Service Manager is

Name

This page has been amended in 2019

Address for communications



Address for electronic communications

The Scope is in

2024_MMF_NEC4_PSC_Scope_ HydraulicBenchmarking_Inception

| | 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 | except that |
| | The period for reply for | n/a | is n/a |
| | • The <i>period for reply</i> for | n/a | is n/a |
| | The period for retention is 6 yea The following matters will be included in th | e Early Warning Regist | ion or earlier termination er |
| | longer than | | 2 weeks |
| 2 The Consultant's m | - | | |
| If the <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key</i> <i>date</i> | The <i>key dates</i> and <i>conditions</i> to be met are <i>condition</i> to be met (1) Not used | | ey date |
| | (2) Not Used(3) Not Used | | |
| If Option C or E is used | The <i>Consultant</i> prepares forecasts of the plus Fee and <i>expenses</i> at intervals no lo | | 4 weeks |
| 3 Time | | | |
| | The starting date is | | 03/02/25 |

| | The Client provides access to the following persons, places | and things |
|---|---|--|
| | access | access date |
| | (1) Contact details & introductions to subject matter experts | 03/02/2025 |
| | (2) List of documents for literature review | 03/02/2025 |
| | (3) | |
| | The <i>Consultant</i> submits revised programmes at intervals n | |
| | longer than | 4 weeks |
| If the <i>Client</i> has decided the <i>completion</i> date for the whole of the <i>service</i> | The <i>completion date</i> for the whole of the <i>service</i> is | 12/06/2025 |
| If no programme is identified in part two of the | The period after the Contract Date within which the | |
| Contract Data | Consultant is to submit a first programme for acceptance is | s 4 weeks |
| | | |
| | | |
| 4 Quality management | | |
| | The period after the Contract Date within which the Consul | |
| | is to submit a quality policy statement and quality plan is | 4 weeks, if not previously provided by the <i>Consultant</i> |
| | The period between Completion of the whole of the servic | e |
| | and the <i>defects date</i> is | 26 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 <i>interest rate</i> is 2 % per annum (not less | than 2) above the |
| | Base rate of the Bank of E | 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 1 Month | |
| not used If Option C or E is used | The locations for which the | |
| and the <i>Client</i> states any locations | Consultant provides a charge- for the cost of support people- and office overhead are | |

| If Option C or E is used | The exchange rates are those published in | Financial Times |
|--------------------------|---|-----------------|
| | on a monthly (date) occurrence | |
| 6 Compensation even | ts | |
| If there are additional | These are additional compensation events | |

8 Liabilities and insurance

If there are additional Client's liabilities

These are additional Client's liabilities

none

| (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 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> | £2 million 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 | vvnicnever is greater or ±5 million or the amount required by law 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 | Whichever is greater of £5 million or the amount required by law 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 | |
|----------------------------|-----------------------------------|
| Minimum amount of cover is | |
| 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 |
| t: Contract Data 7 | This page has been amended in 201 |

Professional Service Contract:

9 mended in 201 page

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

Five times the total of the prices

| Resolving and avoiding | ng disputes | |
|---------------------------------------|--|--|
| | The <i>tribunal</i> is | Litigation in the courts |
| If the <i>tribunal</i> is arbitration | The <i>arbitration procedure</i> is The place where arbitration is to be held is | to be confirmed |
| | | o will choose an arbitrator if the Parties cannot agree a edure does not state who selects an arbitrator is |
| | to be confirmed | |
| | The Senior Representatives of the | the <i>Client</i> are |
| | Name (1) | |
| | Address for communications | |
| | Address for electronic comm | munications |
| | | |
| | Name (2) | |
| | Address for communications | |
| | | |
| | Address for electronic comm | munications |
| | The Adjudicator is | |
| | Name | to be confirmed |
| | Address for communications | to be confirmed |
| | | |
| | Address for electronic comm | munications to be confirmed |

The Adjudicator nominating body is

Institution of Civil Engineers

| X2: Changes in the la | aw | | |
|--|---|---|------------------------------------|
| If Option X2 is used | The law of the project is | The law of England and W jurisdiction of the courts of | |
| X5: Sectional Comple | tion | | |
| If Option X5 is used | The completion date for each | section of the service is | |
| | section | description | completion date |
| | (1) | Not used | |
| | (2) | | |
| | (3) | | |
| | (4) | | |
| X7: Delay damages | | | |
| If Option X7 is used without Option X5 | Delay damages for Complet | ion of the whole of the <i>service</i> a | are Not used per day |
| If Option X7 is used with | Delay damages for each sect | <i>ion</i> of the <i>service</i> are | |
| Option X5 | section | description | amount per day |
| | (1) | Not used | |
| | (2) | | |
| | (3) | | |
| | (4) | | |
| | The delay damages for the r | remainder of the <i>service</i> are | |
| X8: Undertakings to 0 | Others | | |
| If Option X8 is used | The undertakings to Others a | re provided to | |
| | Not used | | |
| | | | |
| | L | | |
| X10: Information mode | lling | | |
| | anng | | |
| If Option X10 is used | | | |
| If no <i>information</i> execution plan is identified in part two of | The period after the Contra Information Execution Plan | act Date within which the <i>Consu</i> n for acceptance is | <i>ultant</i> is to submit a first |
| the Contract Data | | | Not used |
| X11: Termination by th | e Client | | |
| X13: Performance bond | 1 | | |
| If Option X13 is used | The amount of the performanc | e bond is | Not used |
| Professional Service Contract | | | |

| X18: Limitation of | liability | |
|--|--|-----------------------|
| f Option X18 is used The <i>Consultant's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to | | Five times the prices |
| | The Consultant's liability to the Client for Defects that are not found until after the defects date is limited to | |
| | | Five times the prices |

Y(UK)1: Project Bank Account

Charges made and interest paid by the *project bank* The *Consultant* is not to pay any charges made and to be paid any interest paid by the *project bank*

14

days after the date on which payment becomes due

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

The period for payment is

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

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

| If Option Y(UK)3 is used | term | beneficiary | | |
|---|-------------------------------------|-----------------|--|--|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| If Y(UK)3 is used with | term | beneficiary | | |
| Y(UK)1 the following entry is added to the table for Y(UK)3 | The provisions of Options Y(UK)1 | Named Suppliers | | |

If Option Z is used Z1 Disputes:

The additional conditions of contract are

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 Option C & E contracts only

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

Amend Clause 11.2 (17)

Defined Cost is the cost of the components in the Short Schedule of Cost Components as amended in the Framework Schedule 2 less Disallowed Cost.

Add clause 11.2 (19)

The People Rates are the people rates unless later changed in accordance with the contract.

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 Assessment.

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

Z125 Limitation of Liability

Under clause 87.1 after the fourth bullet point insert the additional bullet points: • loss of or damage to the Client's property. to the sum that the Consultant is required to insure under the contract in respect of such loss or damage, • death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the

contract, to the sum that the Consultant is required to insure under the contract in respect of such death or bodily injury.

Z 130 Rate adjustment

Z130.1 The outstanding portion of Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate Staff Grade Rate Cap adjustment.

Z130.2 The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

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 | AECOM Ltd. | |
| Address for communications | | |
| Address for electronic communications | | |
| The fee percentage is | 5.8 % | |
| The key persons are | | |
| Name (1) | | |
| Job | | |
| Responsibilities | Project Manager | |
| Qualifications | | |
| Experience | | |
| Name (2) | | |
| Job | | |
| Responsibilities | Technical Lead | |
| Qualifications | | |
| Experience | | |

The following matters will be included in the Early Warning Register

2 The Consultant's main responsibilities

If the Consultant is to provide Scope

The Scope provided by the Consultant is in

Schedule 02 Call-off Contract Response HydraulicBenchmarking_ P1

5 Payment

The expenses stated by the Consultant are any If the Consultant states expenses item



If Option E is used

The forecast of the prices is

£32,368.72

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

| Name (1) | |
|---------------------------------------|--|
| Address for communications | |
| Address for electronic communications | |
| Name (2) | |
| Address for communications | |
| Address for electronic communications | |

X10: Information modelling

If Option X10 is used

Not used

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The project bank is

named suppliers are

N/A

Data for the Short Schedule of Cost Components

The people rates are

| category of person (grade1-5) | Unit (hours) | Rate (Staff Grade Rate Cap £/hr) | Contract Rate Variance (<=1) | Contract people rate (£/hr) |
|----------------------------------|--------------|-------------------------------------|---------------------------------------|--------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | • | • | | |