

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.

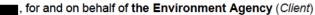
Terms in this agreement have the meanings given to them in the contract between the Environment Agency and AECOM for Next Generation Hydraulic Model Benchmarking-Inception stage (the *service*).

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

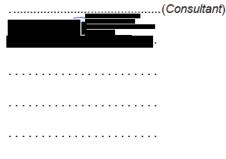


Signature:



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

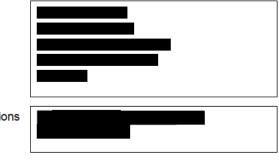
enquiries@environment-agency.gov.uk

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)
	•	•		