



Framework: Collaborative Delivery Framework

Supplier: Jacobs UK Ltd Company Number: 02594504

Geographical Area:

Project Name: Cumbria and Lancashire Bridge Inspections

Project Number: ENV6001250R

Contract Type: <u>Professional Service Contract</u>

Option:

Contract Number: 30541

Revision	Status		Originator		Revi	ewer	Date		

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Cumbria and Lancashire Bridge Inspections

Project Number ENV6001250R

This contract is made on 01 September 2020 between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 12th day of April 2019 between the
 Client and the Consultant in relation to the Collaborative Delivery Framework. The entire agreement and the following
 Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
- $\bullet~$ The following documents are incorporated into this contract by reference NEC4SCOPE PSD v0.1 Final

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 Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main Option	Option for avoiding di	resolving and sputes									
Secondary Options											
	X2: Changes in the law										
	X5: Sectional Completion										
	X9: Transfer of rights										
	X10: Information modelling										
	X11: Termination by the Client										
	X18: Limitation of liability										
	X20: Key Performance Indicators										
	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		Structural Bridge Inspections								
The Client i	is	Environment Agency									
Address for	communications	Horizon House Deanery Rd Bristol BS1 5AH									
Address for	electronic communications										
	: Manager is communications	F	I								

Address for electronic communications

The Scope is in NEC4SCOPE PSD v0.1 Final The partner contract is 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

The period for retention is

following Completion or earlier termination 6 years

The following matters will be included in the Early Warning Register

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 Defined Cost plus Fee and expenses at intervals no longer than 4 weeks

3 Time

The starting date is 21 September 2020

The ${\it Client}\,$ provides access to the following persons, places and things access date

Access to Client Contract Management System

The Consultant submits revised programmes at intervals no longer 4 weeks

The completion date for the whole of the service is 31 March 2023

The period after the Contract Date within which the *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

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

The interest rate is 2 00% per annum (not less than 2) above the rate of the Bank of England Base

The locations for which the *Consultant* provides a

All UK Offices charge for the cost of support people and office overhead are

6 Compensation events

These are additional compensation events

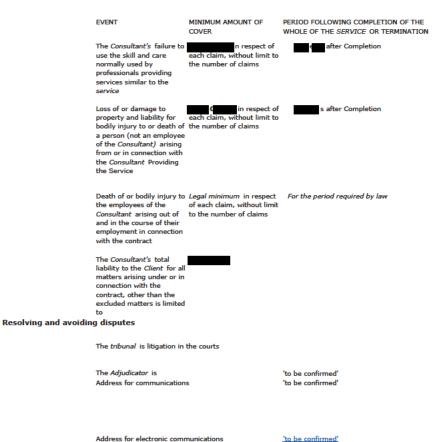
- 1. 2. Managing and mitigating the impact of Covid 19 and working in accordance $\boldsymbol{\iota}$
- 'not used'
- 3. 'not used'
- 4. 'not used
- 5. 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

- 1. 'not used'
- 2. 'not used'

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



The Institution of Civil Engineers

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 replaced by:

- 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,

The Adjudicator nominating body is

- 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 Subcontractor, i.e. payment for work that should not have been

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
- 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)
- (greater than 3-w or 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 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

Z6 The Schedule of Cost Components

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

723 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the Consultant will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

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 certificate.

Delete existing clause 51 2 and replace with: 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.

To 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

Z25 Risks and insuranceThe *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement

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 X5: Sectional Completion

The $completion\ date\ for\ each\ section\ of\ the\ service\ is$

section description

1 Acceptance by the Client of 5 Inspection

completion date 01 March 2021

Reports

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

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 Completion of the whole of the service

after the

OPTION X20: Key Performance Indicators (not used with Option X12)

The incentive schedule for Key Performance Indicators is in

Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of

3 months

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

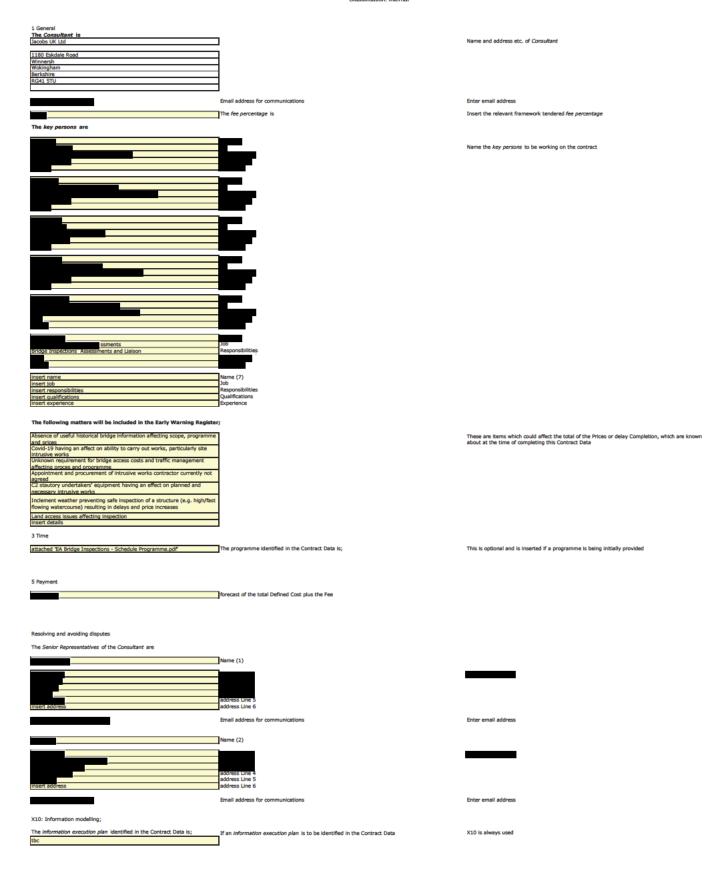
The period for payment is 14 days after the date on which payment becomes

due

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

term *beneficiary*

none none



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 Jacobs UK Ltd 1180 Eskdale Road Address for communications Winnersh Wokingham Berkshire **RG41 5TU** Address for electronic communications The fee percentage is The key persons are Name (1) Job Responsibilities Qualifications Experience

Name (2)
Job
Responsibilities
Qualifications
Experience

Name (3)
Job Lead Inspector
Responsibilities
Qualifications
Experience

Name (4)
Job
Responsibilities
Qualifications
Experience

Name (5)
Job
Responsibilities
Qualifications
Experience

Name (6)
Job
Responsibilities
Qualifications

Experience

Name (7) Job Responsibilities Qualifications Experience



The following matters will be included in the Early Warning Register

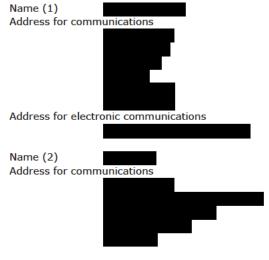


3 Time



Resolving and avoiding disputes

The Senior Representatives of the Consultant are



Address for electronic communications

X10: Information Modelling

The information execution plan identified in the Contract Data is tbc

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Client execution

Signed under hand by for and on behalf of the Environment Agency



Consultant execution

Consultant execution

Signed under hand by for and on behalf of Jacobs UK Ltd

