 **4**

**Framework: Supplier: Company Number:**

**Geographical Area: Contract Name: Project Number:**

**Contract Type: Option:**

**Contract Number: Stage:**



**Collaborative Delivery Framework Jacobs UK Ltd**

**02594504**

**National DTA Programme Jacobs PSC ENVFCPNZ00228B00R**

**Professional Service Contract Option E**

**TBC**

**Other**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Revision** | **Status** | **Originator** | **Reviewer** | **Date** |
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### PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

#### Project Name Project Number

National DTA Programme Jacobs PSC ENVFCPNZ00228B00R

This contract is made on 17 June 2024

between the *Client* and the *Consultant*

* This contract is made pursuant to the Framework Agreement (the “Agreement”) dated 12th day of April 2019 and Framework Agreement Extension dated 1st April 2023 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 23 inclusive of the Framework schedules are relied upon within this contract.
* The following documents are incorporated into this contract by reference LIT 13259 - TTLs PSC Scope 270424 Jacobs.docx

### 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 E

Option for resolving and avoiding disputes

Secondary Options

W2

X2: Changes in the law 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 National support for the Decarbonisation technology accelerator programme

The *Client* is

Address for communications

Address for electronic communications The *Service Manager* is

Address for communications

Environment Agency

Horizon House Deanery Road Bristol

BS1 5AH

amber.payler@environment-agency.gov.uk Jane Carbray

Environment Agency Aqua House

20 Lionel Street Birmingham

B3 1AQ

Address for electronic communications

The Scope is in

LIT 13259 - TTLs PSC Scope 270424 Jacobs.docx

jane.carbray@environment-agency.gov.uk

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

6 years

following Completion or earlier termination

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

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

17 June 2024

*access date*

access to people, places, documents etc 17 June 2024

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

The *completion date* for the whole of the *service* is

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

4 weeks

27 March 2027

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

The period between Completion of the whole of the *service* and the

*defects date* is

4 weeks

26 weeks

#### 5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly The forecast of the Prices is

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

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

All UK Offices

#### 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 insurance are

EVENT

MINIMUM AMOUNT OF COVER

PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE *SERVICE* OR TERMINATION

The *Consultant's* failure to use the skill and care normally used by professionals providing services similar to the *service*

**£1,000,000** in respect of each claim, without limit to the number of claims

12 years after Completion

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant)* arising from or in connection with the *Consultant* Providing the Service

**£15,000,000** in respect of each claim, without limit to the number of claims

12 months after Completion

Death of or bodily injury to the employees of the *Consultant* arising out of and in the course of their employment in connection with the contract

*Legal minimum* in respect of each claim, without limit to the number of claims

*For the period required by law*

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

#### Resolving and avoiding disputes

##### £1,000,000

The *tribunal* is litigation in the courts

The *Adjudicator* is

Address for communications

Address for electronic communications

'to be confirmed' 'to be confirmed'

'to be confirmed'

The *Adjudicator nominating body* is 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,
* 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 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

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

##### Z23 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. 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

##### Z25 Risks and insurance

The *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement

##### Z111 PSC - Fee adjustment for non compliance with Scope

Delete existing 11.2 (8) and replace with the following clause

The Fee is the amount calculated by applying the fee percentage to the amount of the Defined Cost excluding the cost of Subcontractors that have not complied with procurement by best value processes as defined in the Scope. 80% of the fee percentage is applied to the amount of the Defined Cost for Subcontractors that have not complied with procurement by best value processes as defined in the Scope.

**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

£1,000,000.00

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

is limited to

£1,000,000.00

The *end of liability* date is

Completion of the whole of the *service*

6 years

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)1:Project Bank Account

The *Consultant* is to pay any bank charges made and to be paid any interest paid by the *project bank*

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

The period for payment is 14 days

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

term *beneficiary*

after the date on which payment becomes due

no terms under this contno beneficiaries under this contract

term *beneficiary*

The provisions of Y(UK)1

1 General

**The *Consultant* is**

|  |
| --- |
| Jacobs UK Ltd |

|  |
| --- |
| 1180 Eskdale Road |
| Winnersh |
| Wokingham |
| Berkshire |
| RG41 5TU |
|  |

|  |
| --- |
| alison.kaminski@jacobs.com |

|  |
| --- |
| 9.00% |

**The *key persons* are**

Name and address etc. of *Consultant*

Email address for communications Enter email address

The *fee percentage* is Insert the relevant framework tendered *fee percentage*

Name (1) Job

|  |
| --- |
| James LeVesconte |
| Designated Project Executive |
| Providing Leadership and technical expertise |
|  |
|  |

Responsibilities Qualifications Experience

Name (2) Job

|  |
| --- |
| Alison Kaminski |
| Project Manager |
| Project set up, Monthly reporting, Change and budget control |
|  |
| 7 years in Project Management |

Responsibilities Qualifications Experience

Name (3) Job

|  |
| --- |
| Liz Rivers |
| Senior Associate Director of Asset Management |
| Technology Theme Lead |
| MSc Applied Environmental Geology, BEng Civil and EnvironmentalEngineering, CEng MICE, Supervising Panel Engineer |
| 20 plus years |

Responsibilities

Qualifications Experience

Name (4) Job

|  |
| --- |
| Alec Yeowell |
| Senior Associate Director of Ground Engineering, Earthworks Optimisation |
| Technology Theme Lead for Asset management |
| Chartered Engineer: Engineering Council (2007)BEng (Hons) civil engineering University Plymouth, September 1995 to June 1999IAM Certificate in Asset Management (2016) MCIWEM (2007)MIAM (2020) |
| 20 Years in water and environment sectors |

Responsibilities

Qualifications Experience

Name (5) Job

|  |
| --- |
| insert name |
| insert job |
| insert responsibilities |
| insert qualifications |
| insert experience |

Responsibilities Qualifications Experience

Name (6) Job

|  |
| --- |
| insert name |
| insert job |
| insert responsibilities |
| insert qualifications |
| insert experience |

Responsibilities Qualifications Experience

Name (7) Job

|  |
| --- |
| insert name |
| insert job |
| insert responsibilities |
| insert qualifications |
| insert experience |

Responsibilities Qualifications Experience

Name the *key persons* to be working on the contract

**The following matters will be included in the Early Warning Register;**

|  |
| --- |
| insert details |
| insert details |
| insert details |
| insert details |
| insert details |
| insert details |
| insert details |
| insert details |

3 Time

|  |
| --- |
| 31-May-27 |

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

The programme identified in the Contract Data is; This is optional and is inserted if a programme is being initially provided

5 Payment

forecast of the total Defined Cost plus the Fee

|  |
| --- |
| £1,963,238.00 |

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

|  |
| --- |
| James LeVesconte |

address Line 1 Enter postal address

|  |
| --- |
| Jacobs |
| 1180 Eskdale Road |
| Winnersh |
| Wokingham |
| Berkshire |
| RG41 5TU |

address Line 2

address Line 3

address Line 4

address Line 5

address Line 6

Email address for communications Enter email address

|  |
| --- |
| james.levesconte@jacobs.com |

Name (2)

|  |
| --- |
| insert name |

address Line 1 Enter postal address

|  |
| --- |
| insert address |
| insert address |
| insert address |
| insert address |
| insert address |
| insert address |

address Line 2

address Line 3

address Line 4

address Line 5

address Line 6

Email address for communications Enter email address

|  |
| --- |
| insert email address |

X10: Information modelling;

The *information execution plan* identified in the Contract Data is;

|  |
| --- |
| insert details |

Y(UK)1: Project Bank Account If Option Y(UK)1 is used

|  |
| --- |
| insert details |

*named suppliers*

|  |
| --- |
| insert details |

If an *information execution plan* is to be identified in the Contract Data

The *project bank* is

*named suppliers*

X10 is always used

**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

Address for communications

Jacobs UK Ltd

1180 Eskdale Road 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

Responsibilities Qualifications Experience

Name (4) Job

Responsibilities Qualifications Experience

Name (5) Job

Responsibilities Qualifications Experience

Name (6) Job

Responsibilities Qualifications Experience

Name (7)

alison.kaminski@jacobs.com

Option E

9.00%

James LeVesconte Designated Project Executive

Providing Leadership and technical expertise

Alison Kaminski Project Manager

Project set up, Monthly reporting, Change and budget control 7 years in Project Management

Liz Rivers

Senior Associate Director of Asset Management Technology Theme Lead

MSc Applied Environmental Geology, BEng Civil and Environmental 20 plus years

Alec Yeowell

Senior Associate Director of Ground Engineering, Earthworks Optim Technology Theme Lead for Asset management

Chartered Engineer: Engineering Council (2007)BEng (Hons) civil e 20 Years in water and environment sectors

Job Responsibilities Qualifications Experience

The following matters will be included in the Early Warning Register

## 3 Time

The programme identified in the Contract Data is 46538

## Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) James LeVesconte

Address for communications

Jacobs

1180 Eskdale Road Winnersh Wokingham Berkshire

RG41 5TU

Address for electronic communications

james.levesconte@jacobs.com

Name (2)

Address for communications

Address for electronic communications

## X10: Information Modelling

The *information execution plan* identified in the Contract Data is

## Y(UK)1: Project Bank Account

The *project bank* is

*named suppliers* are

**Contract Execution**

***Client* execution**

Signed Underhand by [**PRINT NAME**] for and on behalf of the Environment Agency

# Amber Payler

Project Executive, IDG

05/08/2024

Signature Date Role

***Consultant* execution**

#  Alan McGinely

Signed Underhand by [**PRINT NAME**]

22/07/2024

for and on behalf of

Jacobs UK Ltd

# Head of Operations

Signature Date Role