



Framework: Collaborative Delivery Framework

Supplier: Jacobs UK Ltd

Company Number:

Geographical Area:

Project Name: Hockwold & Wissey Sluice Refurbishment - Pre-SOC

Project Number:

Contract Type: Professional Service Contract

Option: Option E

Contract Number:

Revision	evision Status		Originator		Reviewer		Date	

# PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Hockwold & Wissey Sluice Refurbishment - Pre-SOC

Project Number ENV0002517C

This contract is made on 31 March 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.
- The following documents are incorporated into this contract by reference Scope PSC Hockwold and Wissey Sluices Scope v06 Dated: 25/02/2020

#### 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	W2
Secondary C	Options		
	X2: Changes in the la	w	
	X9: Transfer of rights		
	X10: Information mo	delling	
	X11: Termination by	the Client	
	X18: Limitation of lial	pility	
	X20: Key Performano	e Indicators	
	Y(UK)2: The Housing	Grants, Construction and Regenera	tion Act 1996
	Y(UK)3: The Contract	s (Rights of Third Parties) Act 1999	
	Z: Additional condition	ons of contract	
The service	is	Unde	ertake assesment of Hockwold and Wissey sluice for options repor Development of SOC for submission to NPAS
The Client is	S	Environmen	t Agency
Address for (	communications		
Address for	electronic communicatio	ons	
The Service Address for (	<i>Manager</i> is communications		
Address for	electronic communicatio		
The Scope is PSC Hockwo	s in old and Wissey Sluices S	cope v06	
The partner	contract is		

The language of the contract is English

the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The law of the contract is

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'

The Consultant prepares forecasts of the total Defined Cost plus Fee

and expenses at intervals no longer than

3 Time

The starting date is 12 June 2020

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

access date 12 May 2020 access Asite Fastdraft 12 May 2020

The Consultant submits revised programmes at intervals no longer 4 weeks

The completion date for the whole of the service is 24 December 2020

The period after the Contract Date within which the  ${\it Consultant}$  is to submit a first programme for acceptance is

#### 4 Quality management

The period after the Contract Date within which the Consultant is to

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  $\ensuremath{\textit{expenses}}$  stated by the  $\ensuremath{\textit{Client}}$  are as stated in Schedule 9

per annum (not less than 2) above the Bank of England The interest rate is 2.00% rate of the Base

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

- 'not used'
- 'not used' 'not used' 2.
- 3.
- 'not used'

#### 8 Liabilities and insurance

These are additional Client's liabilities

- '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	£5,000,000 in respect of each claim, without limit to the number of claims	6 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 <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service	£15,000,000 in respect of each claim, without limit to the number of claims	6 years 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	£5,000,000	

#### Resolving and avoiding disputes

The tribunal is litigation in the courts

The Adjudicator is Address for communications	'to be confirmed' 'to be confirmed'
Address for electronic communications	'to be confirmed'
The Adjudicator nominating body is	The Institution of Civil Engineers

#### **Z** Clauses

#### Z1 Disputes

Delete existing clause W2.1

- Let 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
- 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

- 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 to 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

#### Z25 Risks and insurance

The 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 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

£5,000,000.00

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

### 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

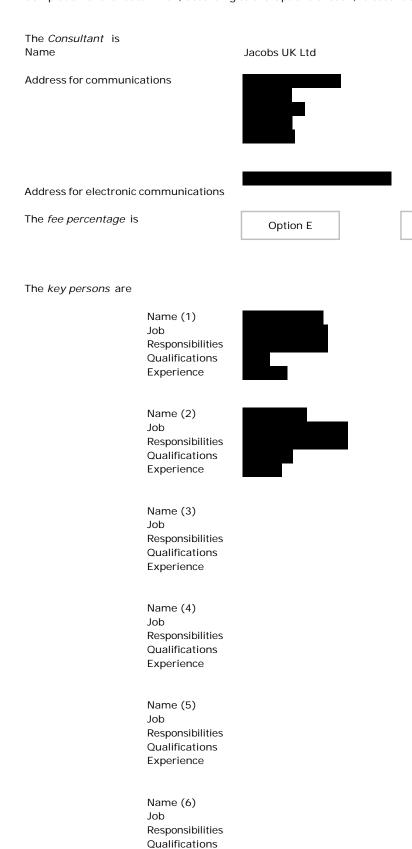
### Y(UK)3: The Contracts (Rights of Third Parties Act) 1999

term beneficiary

### 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



Experience

Name (7) Job Responsibilities Qualifications Experience

The following matters will be included in the Early Warning Register

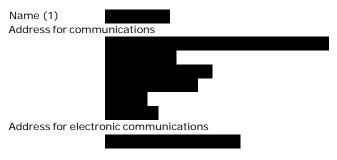


#### 3 Time

The programme identified in the Contract Data is

#### Resolving and avoiding disputes

The Senior Representatives of the Consultant are



Name (2) Address for communications

Address for electronic communications

## X10: Information Modelling

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

# **Contract Execution**

### Client execution

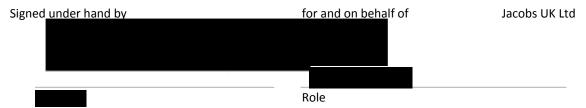
Signature

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

Role

#### Consultant execution

### **Consultant** execution





Contract Documents	Pricing Data Part One
NEC4 - PSC	

Activity schedule (use for Main Options A and C)						
Calcat from the nick	lists are ideal ND. Voy must salest the 'stage'	field before the 'activity description' pick list is populated:	Free text field for a more detailed description of the task priced (100 character max):			
Select from the pick	ists provided. No: You must select the stage	пена ветоге тне астиму description ріск пят із роршатей:	rice text rield for a more detailed description of the task priced (100 character max):			
	J					



Contract Documents	Pricing Data Part Two
NEC4 – PSC	

Core Team members to be utilised on this contract (complete for ALL main options)

Employee first name	Employee middle name (initial)	Employee Surname	Employee ID	Job Title	Grade	Rate Type	Normal office location	Rate £	Forecast hours	Forecast Cos