



Collaborative Delivery Framework Framework:

Jacobs UK Ltd Supplier: Company Number: 02594504

Geographical Area: **East**

Project Name: HNL MIOS Package 1 ENV6004739R

Project Number:

Professional Service Contract Contract Type:

Option: Option E

Contract Number: 29347

| Revision | Status | Ori | ginator | Revi | ewer | Date |
|----------|--------|-----|---------|------|------|------|
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PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name

HNL MIOS Package 1

Project Number

ENV6004739R

This contract is made on 14 December 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 HNL MIOS Package 1 overarching scope version 2 dated 04/12/2020

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 Op | otions | | | | |
| | X2: Changes in | the law | | | |
| | X5: Sectional Co | ompletion | | | |
| | X7: Delay dama | nges | | | |
| | X9: Transfer of | rights | | | |
| | X10: Informatio | on modelling | | | |
| | X11: Terminatio | on by the Client | | | |
| | X18: Limitation | of liability | | | |
| | X20: Key Perfor | mance 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 co | anditions of contract | | | |
| The service is | s | The required project technical se | vices and outputs ar | re detailed in each of the four individual pro | oject Technical Scopes. |

Address for communications

Environment Agency

Address for electronic communications

The Service Manager is Address for communications

Address for electronic communications

The Scope is in

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

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

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 14 December 2020

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

access

The Consultant submits revised programmes at intervals no longer 4 weeks than

The $\it completion\ date\ for\ the\ whole\ of\ the\ \it service\ is$ 31 August 2022

The period after the Contract Date within which the Consultant is

4 weeks to submit a first programme for acceptance is

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

defects date is

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

Base Bank of England rate of the

The locations for which the *Consultant* provides a charge for the cost of support people and office

All UK Offices

overhead are

6 Compensation events

These are additional compensation events

- Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st November 2020 and 31st March 2021 'not used'
- 2
- 3. 'not used'
- 'not used'
- 5. 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

- 'not used'
- 'not used'

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

FVFNT MINIMUM AMOUNT OF PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION

use the skill and care normally used by professionals providing services similar to the service

The Consultant's failure to £5,000,000 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 the number of claims 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

12 years after Completion

Death of or bodily injury to Legal minimum in respect the employees of the of each claim, without limit Consultant arising out of to the number of claims and in the course of their employment in connection with the contract

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 'to be confirmed' Address for communications '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

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
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to
- 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

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 InvoiceAdd 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

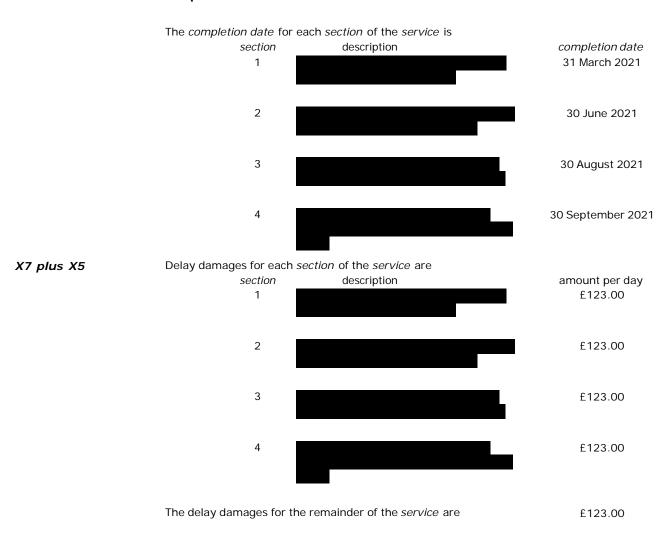
The Consultant is required to submit insurances annually as Clause Z4 of the Framework Agreement

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 X5: Sectional Completion



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

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

£5,000,000

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

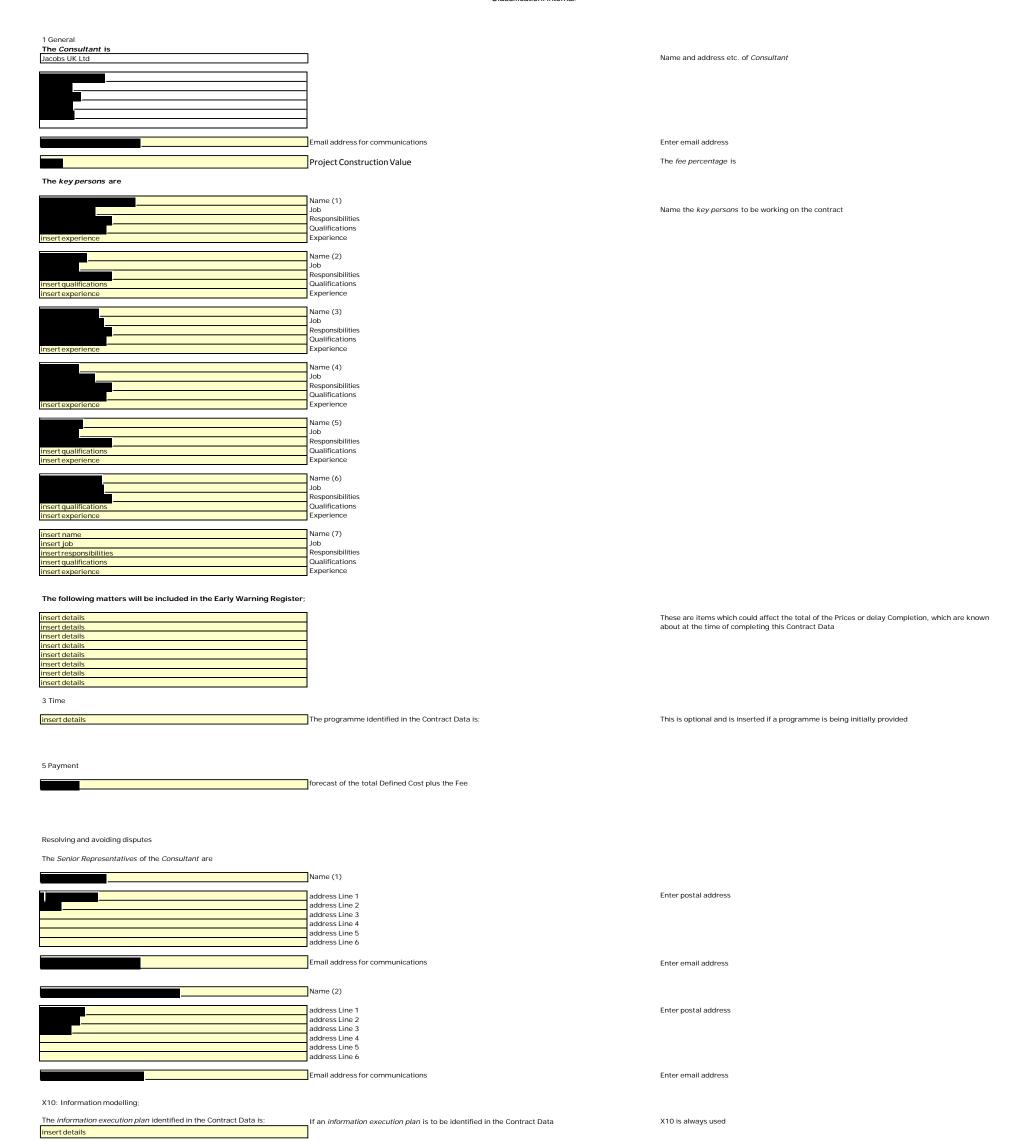
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

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

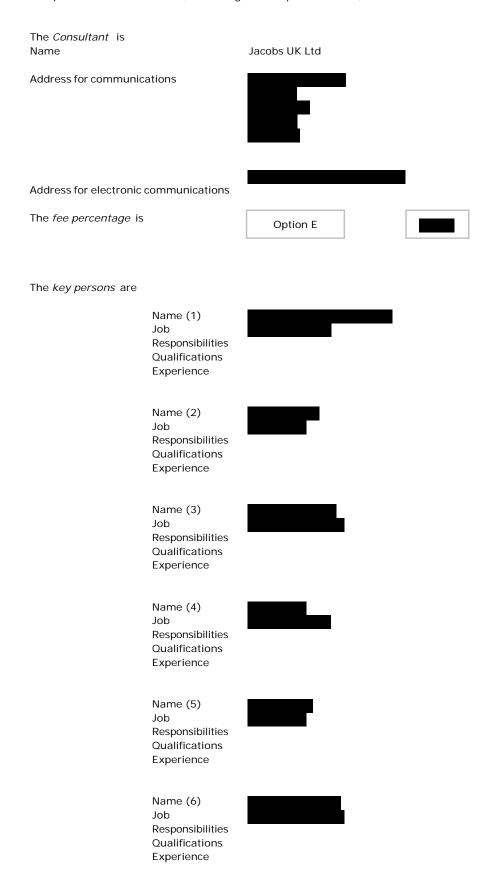
term beneficiary
not used not used



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



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 (1) Address for communications

Address for electronic communications

Name (2)
Address for communications

Address for electronic communications

X10: Information Modelling

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

Contract Execution

Client execution

| Signed under hand by | for and on behalf of the Environment Agency |
|----------------------|---------------------------------------------|
| | |
| | Project Manager |
| Signature | Role |

Consultant execution

Consultant execution

Signature

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

Vice President

Role