



**Highways England Company Limited  
Lower Thames Crossing  
Integration Partner**

**NEC4 Professional Service Contract  
(June 2017 with amendments January 2019)**

**Volume 1B**

**Contract Data Parts 1 and 2**

**CONTENTS AMENDMENT SHEET**

<b>Amend. No.</b>	<b>Revision No.</b>	<b>Amendments</b>	<b>Initials</b>	<b>Date</b>

**PART ONE – DATA PROVIDED BY THE *CLIENT***

**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.

Main Option	E
Option for resolving and avoiding disputes	W2

Secondary Options	X2, X11, X20 Y(UK)1, Y(UK)2, Y(UK)3 Z1 to Z105
-------------------	--

The <i>service</i> is	the provision of services as Integration Partner in relation to the Lower Thames Crossing Project including the Mobilisation Activities and other services instructed in Task Orders.
-----------------------	---

The <i>Client</i> is	
Name	Highways England Company Limited
Address for communications	
Address for electronic communications	_____

The *Service Manager* is

Name	Programme Director Lower Thames Crossing
Address for communications	
Address for electronic communications	

The Scope is in	The document entitled “Volume 2 Scope” and its associated Annexes including the Services and Systems Schedules.
-----------------	---

The <i>language of the contract</i> is	English
--	---------

The <i>law of the contract</i> is the law of	England, subject to the jurisdiction of the Courts of England and Wales
--	---

The <i>period for reply</i> is	two weeks, except that for documents required by the Scope is as stated in the Scope
--------------------------------	--

The <i>period for retention</i> is	12 years following Completion or earlier termination
------------------------------------	--

The following matters will be included in the Early Warning Register	As set out in the “Integration Partner Risk and Opportunities Register”
--	---

Early warning meetings are to be held at intervals no longer than	one month
---	-----------

## 2 The *Consultant's* main responsibilities

The <i>key dates</i> and <i>conditions</i> to be met are		
	<i>condition</i> to be met	<i>key date</i>
(1)	all Consultant Software required under Schedule SP2 (Items to be Provided by the <i>Consultant</i> ) is submitted for acceptance by the <i>Service Manager</i>	45 working days after the <i>starting date</i>
(2)	all fully integrated Project Information Systems required under Schedule SP1 (General Systems Requirements) are submitted for acceptance by the <i>Service Manager</i>	90 working days after the <i>starting date</i>
(3)	all plans required to be submitted under Schedule CS1 (Health, Safety, Security and Wellbeing), Schedule CS5 (People and Organisational Management) and Schedule CS6 (Quality Management) are submitted for acceptance by the <i>Service Manager</i>	45 working days after the <i>starting date</i>
(4)	the <i>Consultant</i> begins to Provide the Service in accordance with the accepted plans under Schedule CS1 (Health, Safety, Security and Wellbeing), Schedule CS5 (People and Organisational Management) and Schedule CS6 (Quality Management)	75 working days after the <i>starting date</i>
(5)	all plans required to be submitted under the remaining Core Services Schedules and Phase Specific Services Schedules are submitted for acceptance by the <i>Service Manager</i>	90 working days after the <i>starting date</i>
(6)	the <i>Consultant</i> submits target cost quotations for the Core Services and Phase Specific Services for Delivery Phase 1	90 working days after the <i>starting date</i>
(7)	the <i>Consultant</i> submits a lump sum quotation for the Systems and Processes for Delivery Phases 1-5	90 working days after the <i>starting date</i>
(8)	Completion of all Mobilisation Activities	120 working days after the <i>starting date</i>
(9)	Completion of the <i>services</i> required in SP02, SP03 and CS3 so as to enable progress reporting <i>services</i> under Schedule CS3 02.3 to commence	45 working days after the <i>starting date</i>

The <i>Consultant</i> prepares forecasts of the total Time Charge at intervals no longer than	one month
---	-----------

### 3 Time

The <i>starting date</i> is	15 working days after the Contract Date
-----------------------------	---

The <i>Client</i> provides access to the following persons, places and things		
	access	<i>access date</i>
(1)	persons, places and things set out in the Scope	the <i>starting date</i> or as otherwise set out in the Scope or a Task Order, or agreed in accordance with the provisions of the Services and Systems Schedules
(2)	Project office space at Aldgate, sufficient for the <i>Consultant</i> to provide the Mobilisation Activities	the <i>starting date</i>
(3)	Project office at Ebbsfleet	as instructed in a Task Order

The first programme is provided	as part of the <i>mobilisation plan</i> identified in Contract Data Part Two
---------------------------------	--

The <i>Consultant</i> submits revised programmes at intervals no longer than	one month
--	-----------

The <i>completion date</i> for the whole of the <i>service</i> is	8 years after the <i>starting date</i>
---	--

#### 4 Quality management

The period after the <i>starting date</i> within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is	45 working days
--	-----------------

The <i>quality table</i> is	in Annex 10 to the Scope
-----------------------------	--------------------------

The <i>defects date</i> is 52 weeks after the Completion of the whole of the <i>service</i> .
---

#### 5 Payment

The <i>currency of the contract</i> is the	pound sterling (£)
--	--------------------

The first assessment date is	on the last day of the calendar month in which the <i>starting date</i> falls or, in respect of any Task Orders, on the last day of the calendar month in which the relevant Task Starting Date falls or, where the <i>starting date</i> or Task Starting Date falls after the 15 <sup>th</sup> of the month, then on the last day of the following calendar month.
------------------------------	---

The <i>assessment interval</i> is	monthly
-----------------------------------	---------

The <i>interest rate</i> is, (unless the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 otherwise require) is	3% per annum (not less than 2) above the base rate of the Bank of England in force from time to time
---	--

The <i>staff rates</i> are	for each grade (x9) and location
----------------------------	----------------------------------

	(x3) of Staff the 27 "all-inclusive" daily rates stated in Annex E of the Pricing Documents unless altered in accordance with the contract
--	--

The <i>index</i> is	EARN03: Average Weekly Earnings by Industry "Not Seasonally Adjusted Average Weekly Earnings – Index figures include Bonuses, including Arrears" Sector M – Professional, Scientific and Technical Activities, Tab 5, Column K5EY published by the Office for National Statistics
---------------------	---

## 6 Compensation events

These are additional compensation events	
(17)	The <i>Service Manager</i> issues an instruction changing a Task Order.
(18)	The <i>Consultant</i> receives a Task Order after the Task Starting Date.
(19)	A Task Completion Date is later than the Completion Date.
(20)	The <i>Service Manager</i> gives an instruction correcting a mistake in the Task Schedule which arises from an ambiguity or inconsistency in or between the documents which are part of the contract.

## 8 Liabilities and insurance

### *Client's* liabilities

These are additional <i>Client's</i> liabilities	
(1)	None

### *Consultant's* liabilities

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 £20,000,000 (twenty million pounds) in the aggregate.

## Insurance

The minimum amount of cover and the periods for which the <i>Consultant</i> maintains insurance are		
Event	Minimum amount of cover (required level)	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 service	A limit of indemnity of not less than twenty five million pounds (£25,000,000) in respect of any one claim and in the aggregate per annum.	Twelve (12) years
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	<p>A limit of indemnity ten million pounds (£10,000,000) in respect of any one occurrence, without limit to the number of occurrences in any annual policy period.</p> <p>A limit of indemnity ten million pounds (£10,000,000) in respect of any one occurrence and in the aggregate per annum in respect of liability arising out of products and pollution or contamination liability (to the extent insured by the relevant policy).</p> <p>In respect of use of motor vehicles a limit of indemnity as required by statute.</p>	None
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in	A limit of indemnity of not less than ten million pounds (£10,000,000) in respect of any one occurrence, the number of	None

the course of their employment in connection with the contract	occurrences being unlimited during any annual policy period of insurance, or such greater amount as is required by the applicable law for the duration of the contract or such greater period as required by law.	
--	---	--

The <i>Client</i> provides these insurances from the Insurance Table	None
The <i>Client</i> provides these additional insurances	None
The <i>Consultant</i> provides these additional insurances	None

### Resolving and avoiding disputes

The <i>tribunal</i> is	arbitration
------------------------	-------------

The <i>arbitration procedure</i> is	The Institution of Civil Engineers Arbitration Procedure (April 2012)
-------------------------------------	---

The place where arbitration is to be held is	London
--	--------

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is	the President for the time being of the Institution of Civil Engineers or his nominee
--	---

The <i>Senior Representatives</i> of the <i>Client</i> are		
(1)	Name	
	Address for communications	

	Address for electronic communications	_____
(2)	Name	
	Address for communications	
	Address for electronic communications	_____

The <i>Adjudicator</i> is	the person chosen by the Parties from the list of Adjudicators published by the Institution of Civil Engineers
---------------------------	--

#### X20: Key Performance Indicators

The <i>incentive schedule</i> for Key Performance Indicators is in	the document entitled Incentive Schedule at Volume 3D to the Pricing Documents,
--	---

A report of performance against each Key Performance Indicator is provided at intervals of	3 months
--	----------

#### Y(UK)1: Project Bank Account

Charges made and interest paid by the <i>project</i> bank	The <i>Consultant</i> is to pay any charges made and to be paid
---	---

	any interest paid by the <i>project bank</i>
--	--

**Y(UK)2: The Housing Grant Construction and Regeneration Act 1996**

Not Used

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

If Option Y(UK)3 is used	
term	<i>beneficiary</i>
The provisions of Option Y(UK)1	Named Suppliers
Fair Payment section S827 of the Scope	subcontractors (at any stage of remoteness from the <i>Client</i> )
Subcontracting section S825 of the Scope	subcontractors (at any stage of remoteness from the <i>Client</i> )

**Z: Additional conditions of contract**

The *additional conditions of contract* are in the document entitled “Lower Thames Crossing Integration Partner Contract - Z clauses.

**Contract Data entries relating to Z Clauses**

**Z1 Additional definitions and amendments to core and Secondary Option clauses**

clause 11.2(44)	The <i>extension period</i> is two years
-----------------	--

The <i>mobilisation resource limit</i> is	6,270 Person Days (where a Person Day consists of one person for 8 hours)
---	---

**Contract Data entries relating to the Scope**

S1315 The <i>relevant services</i> and the <i>relevant service conditions</i> are		
<b><i>relevant service</i></b>		<b><i>relevant service conditions</i></b>
Reference	Reference sections of the Scope	
All <i>Consultant Software</i>	Schedule SP02	As stated in Schedule SP02

## 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 <i>Consultant</i> is	
Name	Jacobs U.K. Limited
Address for communications	
Address for electronic communications	_____

The <i>key persons</i> are	the people listed in the <i>key persons schedule</i>
The <i>key persons schedule</i> is in the document marked	Annex F Key People Schedule

The following matters will be included in the Early Warning Register	<ul style="list-style-type: none"><li>(1) Project office space at Aldgate is not available on the <i>starting date</i>.</li><li>(2) The Development Consent Order is delayed</li><li>(3) The award of any Main Works Contract is delayed</li><li>(4) Failure to obtain timely approvals from internal and external stakeholders causes delay</li><li>(5) The Project is subject to legal challenge</li></ul>
--	--

### 2 The *Consultant's* main responsibilities

If the <i>Consultant</i> is to provide Scope	
The Scope provided by the <i>Consultant</i> is in the	<i>mobilisation plan</i>

### 3 Time

If a programme is to be identified in the Contract Data	
The programme identified in the Contract Data is in the	<i>mobilisation plan</i>

### 5 Payment

The <i>profit percentage</i> is	
The <i>mobilisation profit</i> is	

### Resolving and avoiding disputes

The <i>Senior Representatives</i> of the <i>Consultant</i> are		
(1)	Name	
	Address for communications	
	Address for electronic communications	_____
(2)	Name	
	Address for communications	

	Address for electronic communications	_____

### Optional statements

The <i>task schedule</i> is the document entitled	"Task Schedule" at Volume 3A to the Pricing Documents
---	---

The <i>credit ratings</i> at the Contract Date and the rating agencies issuing them are		
party	rating agency	<i>credit rating</i>
<i>Consultant</i>		

### Y(UK)1: Project Bank Account

The <i>project bank</i> is	
----------------------------	--

<i>named suppliers</i> are	(1) <b>Key Subcontractors</b>
	(2) <b>Other subconsultants</b>

**Contract Data entries relating to Z Clauses and Scope**

Scope S205	The <i>mobilisation plan</i> is the document entitled	Jacobs_env_2_Tender Mobilisation Programme.pdf as contained at Annex D to the Form of Agreement
Scope S1300	The <i>software schedule</i> is the document entitled	Software_Schedule_PSC as contained at Annex D to the Form of Agreement