



Framework:
Supplier:
Company Number:

Collaborative Delivery Framework
Jacobs UK Ltd
02594504

Geographical Area:
Project Name:
Project Number:

East
Witney Flood Alleviation Scheme
ENVIMSE500111

Contract Type:
Option:

Professional Service Contract
Option C

Contract Number:

36106

Stage:

Other

Revision	Status		Originator		Reviewer		Date

Contract Name:	Witney Flood Alleviation Scheme	
Project Number:	ENVIMSE500111	
Framework:	Collaborative Delivery Framework	
Area:	East	
Contract:	Professional Service Contract	
Option:	Option C	
Contract with:	Jacobs UK Ltd	
Company No:	02594504	
Contract Date:		# See footnote
Contract Number:	36106	
Stage:	Other	Use Pulldown
Project Construction Value	Less than or equal to £4m	Use Pulldown

Date when the contract comes into existence, update when countersigned by the Client.

1 General

The *Consultant* is

Jacobs UK Ltd
1180 Eskdale Road
Winnersh
Wokingham
Berkshire
RG41 5TU

Name and address etc. of *Consultant*

Enter email address

Insert the relevant framework tendered *fee percentage*

The *key persons* are

	Name (1)
Project Director	Job
The executive point of control for our project delivery.	Responsibilities
	Qualifications
	Experience

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

	Name (2)
Project Manager	Job
Accountable and responsible for the performance of the project and tasked with its successful delivery.	Responsibilities
	Qualifications
	Experience

	Name (3)
Modelling Lead	Job
Technical lead for the project.	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;

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

Insert details
Insert details
Insert details
Insert details
Insert details
Insert details
Insert details
Insert details
Insert details

3 Time

This is optional and is inserted if a programme is being initially provided

80 weeks	The programme identified in the Contract Data is;
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5 Payment

Only include and complete if *activity schedule* Options A or C

225408	The <i>activity schedule</i> is
£0.00	The <i>Client</i> set total of the Prices is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Enter postal address

	Name (1)
Jacobs	address Line 1
1180 Eskdale Road	address Line 2
Winnersh	address Line 3
Reading	address Line 4
RG41 5TU	address Line 5
	address Line 6

Enter email address

	Email address for communications
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Enter postal address

	Name (2)
Jacobs	address Line 1
5 First Street	address Line 2
Manchester	address Line 3
M15 4GU	address Line 4
	address Line 5
	address Line 6

Enter email address

	Email address for communications
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X10: Information modelling;

X10 is always used

The <i>information execution plan</i> identified in the Contract Data is;	If an <i>information execution plan</i> is to be identified in the Contract Data
Insert details	

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Witney Flood Alleviation Scheme

Project Number ENVIMSE500111

This contract is made on
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
Witney FAS _Modelling Scope 100422 v3

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 C Option for resolving and avoiding disputes W2

Secondary Options

- X2: Changes in the law
- X7: Delay damages
- 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 The objective of this service is for the Consultant to update the Witney Baseline Hydraulic Model and provide FAS options modelling to support a High-level Economic Assessment of the viability of the Witney FAS.

The Client is Environment Agency

Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The Service Manager is
Address for communications Kings Meadow House
Kings Meadow Road
Reading
Berkshire
RG1 8DQ

Address for electronic communications

The Scope is in
Witney FAS_Modelling Scope_100422 v3

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 <i>Consultant's</i> main responsibilities				
The <i>key dates</i> and <i>conditions</i> to be met are				
<i>conditions</i> to be met			<i>key date</i>	
'none set'			'none set'	
'none set'			'none set'	
'none set'			'none set'	
The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than			4 weeks	
3 Time				
The <i>starting date</i> is			19 September 2022	
The <i>Client</i> provides access to the following persons, places and things				
access			<i>access date</i>	
SharePoint			19 September 2022	
Fastdraft			19 September 2022	
The <i>Consultant</i> submits revised programmes at intervals no longer than			4 weeks	
The <i>completion date</i> for the whole of the <i>service</i> is			20 July 2024	
The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is			4 weeks	
4 Quality management				
The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is			4 weeks	
The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is			26 weeks	
5 Payment				
The <i>currency of the contract</i> is the £ sterling				
The <i>assessment interval</i> is			Monthly	
The <i>Client</i> set total of the Prices is				
The <i>expenses</i> stated by the <i>Client</i> are as stated in Schedule 9				
The <i>interest rate</i> is		2.00%	per annum (not less than 2) above the	
Base		rate of the	Bank of England	
The locations for which the <i>Consultant</i> provides a charge for the cost of support people and office overhead are			All UK Offices	
If Option C is used	The <i>Consultant's share percentages</i> and the <i>share ranges</i> are:			
	<i>share range</i>			<i>Consultant's share percentage</i>
	less than	80 %		0 %
	from	80 %	to 120 %	as set out in Schedule 17
	greater than	120 %		as set out in Schedule 17
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 <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£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	12 years after Completion
Death of or bodily injury to the employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the period required by law</i>
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to	£1,000,000	

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

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

Z4 Share on termination

Delete existing clause 93.3 and 93.4 and replace with:
93.3 In the event of termination in respect of a contract relating to services there is no *Consultant's* share'

Z6 The Schedule of Cost Components

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

Z7 Consultant's share

After cl54.2 and before cl54.3, insert the following additional clause:
54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the Consultant.

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

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

Address for communications

1180 Eskdale Road
Winnersh
Wokingham
Berkshire
RG41 5TU

Address for electronic communications

The *fee percentage* is

Option C

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Project Director

The executive point of control for our project delivery.

Name (2)

Job

Responsibilities

Qualifications

Experience

Project Manager

Accountable and responsible for the performance of the project and

Name (3)

Job

Responsibilities

Qualifications

Experience

Modelling Lead

Technical lead for the project.

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

The programme identified in the Contract Data is

80 weeks

5 Payment

The *activity schedule* is
225408

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]
Address for communications
Jacobs
1180 Eskdale Road
Winnersh
Reading
RG41 5TU

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications
Jacobs
5 First Street
Manchester
M15 4GU

Address for electronic communications
[redacted]

X10: Information Modelling

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

Contract Execution

Client execution

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

Signature	Date	Role
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Consultant execution

Signed Underhand by [PRINT NAME] for and on behalf of Jacobs UK Ltd

Signature	Date	Role
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