



Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Stage:

Collaborative Delivery Framework

Jacobs UK Ltd

02594504

East

Thames Area Navigation Capital Programme Development

ENV0004583C

Professional Service Contract

Option E

70316

Other

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Thames Area Navigation Capital Programme Development

Project Number ENV0004583C

- This contract is made on 22 December 2021 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
PSC Scope_Thames Navigation Programme Development _Jacobs_23122021 v7

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
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- Secondary Options
- X2: Changes in the law
 - X5: Sectional Completion
 - X7: Delay damages
 - X9: Transfer of rights
 - 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 Production of programme of works and associated assessments and documentation

The *Client* is Environment Agency

Address for communications Kings Meadow House
Kings Meadow Road
Reading
RG1 8DQ

Address for electronic communications [REDACTED]

The *Service Manager* is [REDACTED]

Address for communications Environment Agency
Kings Meadow House
Kings Meadow Road
Reading
RG1 8DQ

Address for electronic communications [REDACTED]

The Scope is in PSC Scope_Thames Navigation Programme Development _Jacobs_23122021 v7

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

Not Used

Not Used

Not Used

Not Used

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

'none set'

'none set'

'none set'

key date

Not Used

Not Used

Not Used

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

10th January 2022

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

access

Sharepoint

Fastdraft

access date

10th Jan 2022

10th Jan 2022

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

4 weeks

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

31st March 2023

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

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

4 weeks

The period between Completion of the whole of the *service* and the *defects date* is

26 weeks

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is

Monthly

The forecast of the Prices is

£135,203.00

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 <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 <i>tribunal</i> is litigation in the courts	
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> 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

1 General

The Consultant is

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

	Email address for communications
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	The fee percentage is
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The key persons are

	Name (1)
Project Manager	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience

	Name (2)
APM and Scoping Lead	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience

Insert name	Name (3)
Insert job	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience

Insert name	Name (4)
Insert job	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience

Insert name	Name (5)
Insert job	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience

Insert name	Name (6)
Insert job	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience

Insert name	Name (7)
Insert job	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience

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

Thames Navigation Programme 22-23 Programme Development v3	The programme identified in the Contract Data is;
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5 Payment

£135,203.00	forecast of the total Defined Cost plus the Fee
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Resolving and avoiding disputes

The Senior Representatives of the Consultant are

	(1)
Insert address	address Line 1
Insert address	address Line 2
Insert address	address Line 3
Insert address	address Line 4
Insert address	address Line 5
Insert address	address Line 6

	Email address for communications
--	----------------------------------

	Name (2)
Insert address	address Line 1
Insert address	address Line 2
Insert address	address Line 3
Insert address	address Line 4
Insert address	address Line 5
Insert address	address Line 6

	Email address for communications
--	----------------------------------

Name and address etc. of Consultant

Enter email address

Insert the relevant framework tendered fee percentage

Name the key persons to be working on the contract

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

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

Enter postal address

Enter email address

Enter postal address

Enter email address

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

The <i>completion date</i> for each <i>section</i> of the <i>service</i> is		
<i>section</i>	description	<i>completion date</i>
1	Detailed Thames Area Navigation Capital Maintenance Programme 2022/23 with associated project level documentation including the Thames Lock Gate Strategy	31st March 2022
2	Initial assessment/options appraisal for Marsh Lock Horse Bridge Replacement and Weir Guarding and Rushey Access Track Rebuild and other 'Batch 2' projects	30th June 2022
3	Detailed Thames Area Navigation Capital Maintenance Programme 2023/24 with associated project level documentation and outline programmes for each year to	31st March 2023
4		
5		
6		
7		
8		
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12		
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15		

16

17

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OPTION X7: Delay damages

X7 only Delay damages for Completion of the whole of the *service* are per day

X7 plus X5	Delay damages for each <i>section</i> of the <i>service</i> are	amount per day
	<i>section</i>	<i>description</i>
	1	Detailed Thames Area Navigation Capital Maintenance Programme 2022/23 with associated project level documentation including the Thames Lock Gate Strategy
	2	Initial assessment/options appraisal for Marsh Lock Horse Bridge Replacement and Weir Guarding and Rushey Access Track Rebuild and other 'Batch 2' projects
	3	Detailed Thames Area Navigation Capital Maintenance Programme 2023/24 with associated project level documentation and outline programmes for each year to
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	

20

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

term	<i>beneficiary</i>
	Not Used
	Not Used
	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

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 E	
The key persons are		
Name (1)		
Job	Project Manager	
Responsibilities		
Qualifications		
Experience		
Name (2)		
Job	APM and Scoping Lead	
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)		
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
Thames Navigation Programme_22-23 Programme Development_1

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]
Address for communications

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications

Address for electronic communications
[redacted]

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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