



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V 1	as per bidder pack (was V4 in bidder pack)	Go live
V 1.1	Update to include missing date field in CD Pt 2 section 5	April 2024
V 2	Updates to Z clauses to ensure they are applicable to Main Option and Framework Schedules: Z6 added Z24 terminology updated, Z130 removed	June 2024
V 2.1	Updates to Liabilities and Insurance in Section 8 and Z125 mandated	Dec 2024
V2.2	X18 updated and guidance notes around Y(UK)2 added for clarity	Jan 2025
V 2.3	Liability guidance notes updated re Section 8 CD Pt1 and X18	Feb 2025

Contract Execution

This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.



Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Jacobs UK Ltd for the TE2100 Modelling Project (the *service*).



The *Consultant* offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The *Consultant* was appointed to the 2024 Mapping and Modelling Framework and executed the framework agreement

Executed under hand

by

 (Client) 

 (Consultant) 
 (optional if needed by *Consultant*, *Consultant* second signatory)

.....

.....

.....

(Named Suppliers)

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

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

C

Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in the Law
X5 Sectional Completion
X7 Delay Damages
X10 Information Modelling
X11 Termination by the Client
X18 Limitation of Liability
Y(UK)1 Project Bank Accounts
Y(UK)2, The Housing Grants Construction and Regeneration Act 1996
Y(UK)3, The Contracts (Rights of Third Parties) act 1999

additional conditions of contract
Z1, Disputes
Z2, Prevention
Z3, Disallowable Costs
Z4, Share on Termination
Z6, Schedule of Cost Components
Z24, Requirements for Invoice
Z125, Limitation of Liability

The *service* is

The TE2100 Modelling Project will provide an up to date set of modelling data that is unified and consistent across the Thames tidal estuary, as detailed in the Scope.

The *Client* is

Name

Environment Agency

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

enquiries@environment-agency.gov.uk

The *Service Manager* is

Name

Address for communications

3rd Floor (Seacole Building)
2 Marsham Street
London
SW1P 4DF

Address for electronic communications

The Scope is in

TE2100 Modelling – NEC4 PSC Contract
Scope

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

except that

• The *period for reply* for

n/a

is

n/a

• The *period for reply* for

n/a

is

n/a

The *period for retention* is 6 year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

None

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

2 weeks

2 The Consultant's main responsibilities

If the *Client* has identified
work which is set to meet
a stated *condition* by a *key*
date

The *key dates* and *conditions* to be met are

condition to be met

key date

(1) Not used

(2) Not used

(3) Not used

If Option A is used The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

If Option C or E is used The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

3 Time

The *starting date* is

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

	access	access date
(1)	<input type="text" value="2 Marsham Street"/>	<input type="text" value="14/07/2025"/>
(2)	<input type="text" value="FastDraft"/>	<input type="text" value="14/07/2025"/>
(3)	<input type="text" value="A-Site"/>	<input type="text" value="14/07/2025"/>

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

If the *Client* has decided the *completion date* for the whole of the *service* The *completion date* for the whole of the *service* is

If no programme is identified in part two of the Contract Data The period after the Contract Date within which the *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 submit a quality policy statement and quality plan is

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

5 Payment

The *currency of the contract* is the

The *assessment interval* is

If the *Client* states any *expenses* The *expenses* stated by the *Client* are

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The *interest rate* is % per annum (not less than 2) above the rate of the bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used
~~If Option C or E is used and the Client states any locations~~

The period within which payments are made is 3 weeks

~~The locations for which the Consultant provides a charge for the cost of support people and office overhead are~~
N/A

If Option C is used

The Consultant's share percentages and the share ranges are

share range		Consultant's share percentage	
less than	80 %	0 %	
from	80 % to 120 %	50 %	
from	% to %	%	
greater than	120 %	100 %	

If Option C or E is used

The exchange rates are those published in
on a monthly occurrence (date)
Financial Times

6 Compensation events

If there are additional

These are additional compensation events

None

8 Liabilities and insurance

If there are additional
Client's liabilities

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 SERVICE 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>	<p>Whichever is greater of £2 million or the amount required by law</p> <p>in respect of each claim, without limit to the number of claims</p>	6 years following Completion of the whole works or earlier termination
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>Whichever is greater of £5 million or the amount required by law</p> <p>in respect of each event, without limit to the number of events</p>	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<p>Whichever is greater of £5 million or the amount required by law</p> <p>in respect of each event, without limit to the number of events</p>	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

n/a
n/a
n/a
n/a
n/a
n/a
n/a

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 to

£2 million

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration

The *arbitration procedure* is

to be confirmed

The place where arbitration
is to be held is

to be confirmed

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

to be confirmed

The *Senior Representatives* of the *Client* are

Name (1)

[REDACTED]

Address for communications

Alchemy House
Bessemer Road
Welwyn Garden City
Hertfordshire
AL7 1 HE

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

Lateral
8 City Walk
Leeds West Yorkshire LS11 9AT
United Kingdom

Address for electronic communications

[REDACTED]

The *Adjudicator* is

Name

to be confirmed

Address for communications

to be confirmed

Address for electronic communications

to be confirmed

The *Adjudicator nominating body* is

Institution of Civil Engineers

X2: Changes in the law

If Option X2 is used	The <i>law of the project</i> is	The law of England and Wales, subject to the jurisdiction of the courts of England and Wales
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X5: Sectional Completion

If Option X5 is used	The <i>completion date</i> for each section of the <i>service</i> is		
	<i>section</i>	<i>description</i>	<i>completion date</i>
	(1)	Submission of Products 1, 2, 3 and 6.	13/07/2026
	(2)		
	(3)		
	(4)		

X7: Delay damages

If Option X7 is used without Option X5	Delay damages for Completion of the whole of the <i>service</i> are	N/A	per day
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If Option X7 is used with Option X5	Delay damages for each <i>section</i> of the <i>service</i> are		
	<i>section</i>	<i>description</i>	<i>amount per day</i>
	(1)	Submission of Products 1, 2, 3 and 6.	£225.29
	(2)		
	(3)		
	(4)		
	The delay damages for the remainder of the <i>service</i> are		£225.29

X8: Undertakings to Others

If Option X8 is used	The <i>undertakings to Others</i> are provided to
	not used

X10: Information modelling

If Option X10 is used		
If no <i>information execution plan</i> is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Consultant</i> is to submit a first Information Execution Plan for acceptance is	4 weeks

X11: Termination by the Client

X13: Performance bond

If Option X13 is used	The amount of the performance bond is	N/A
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X18: Limitation of liability

If Option X18 is used	The <i>Consultant's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	£2 million
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The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to	£2 million
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The <i>end of liability date</i> is	6	years after the Completion of the whole of the <i>service</i>
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Y(UK)1: Project Bank Account

Charges made and interest
by the *project bank*

The *Consultant* **is** to pay any charges made and to be paid any interest paid by the paid
project bank

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

If Option Y(UK)2 is used
and the final date for
payment is not fourteen
days after the date on
which payment becomes
due

The period for payment is days after the date on which payment becomes due

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

If Option Y(UK)3 is used

term

beneficiary

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with

term

beneficiary

Y(UK)1 the following
entry is added to the
table for Y(UK)3

The provisions of
Options Y(UK)1

Named Suppliers

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

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 replace with:

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 Option C

Add the following in second bullet of 11.2 (18) add:

(including compensation events with the sub contractor, 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:

92.3 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

Amend Clause 11.2 (17)

Defined Cost is the cost of the components in the Short Schedule of Cost Components as amended in the Framework Schedule 2 less Disallowed Cost.

Add clause 11.2 (19)

The People Rates are the *people rates* unless later changed in accordance with the contract.

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* Assessment.

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made within one week after the paying Party receives an invoice from the other Party and If a certified payment is late, 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

Z125 Limitation of Liability

Under clause 87.1

after the fourth bullet point

insert the additional bullet points:

- loss of or damage to the *Client's* property, to the sum that the *Consultant* is required to insure under the contract in respect of such loss or damage,
- death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract, to the sum that the *Consultant* is required to insure under the contract in respect of such death or bodily injury.

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

Address for communications

Jacobs
Thomson House
401 Faraday Street
Risley
Warrington
WA3 6GA

Address for electronic communications

The *fee percentage* is

 %

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

2 The *Consultant's* main responsibilities

If the *Consultant* is to
provide Scope

The Scope provided by the *Consultant* is in

5 Payment

If the *Consultant* states
expenses

The *expenses* stated by the *Consultant* are any

item

amount

Travel

£15,9000.00

Cloud Compute

£110,337.09

If Option A or C is used

The *activity schedule* is

The tendered total of the Prices is

£866,108.58

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Jacobs
Thomson House
401 Faraday Street
Risley
Warrington
WA3 6GA

Address for electronic communications

Name (2)

Address for communications

1180 Eskdale Road
Winnersh
Wokingham
RG41 5TU

Address for electronic communications

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

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

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

Data for the Short Schedule of Cost Components

The *people rates* are

category of person (grade1-5)	Unit (hours)	Rate (Staff Grade Rate Cap £/hr)	Contract Rate Variance (≤1)	Contract <i>people</i> rate (£/hr)