



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

Contract Execution

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

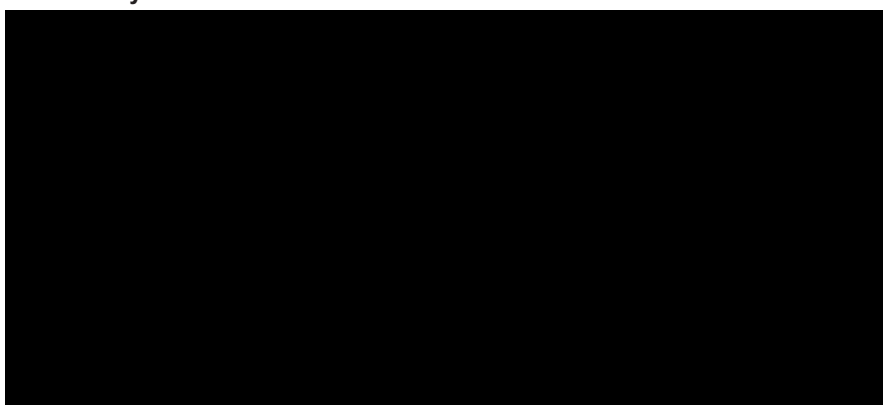
Terms in this agreement have the meanings given to them in the contract between the Environment Agency and for delivery of TE2100 APP (Thames Estuary 2100, Adaptation Pathway) products (the *service*).

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 framework and executed the framework agreement (with reference number RM6165).

Executed under hand

by



(Named Suppliers)

Contract Data

PART ONE –

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	<div>C</div>	Option for resolving and avoiding disputes	<div>W2</div>
Secondary Options	<div>X2, X5, X7, X9, X10, X11, X18, Y(UK)2, Y(UK)3, Z: <i>additional conditions of contract</i></div>		
The <i>service is</i>	<div>To deliver 16 products for the TE2100 Adaptation Pathway Project.</div>		

The *Client is*

Name	<div>Environment Agency</div>
Address for communications	<div>Horizon House Deanery Road Bristol BS1 5AH</div>
Address for electronic communications	<div></div>

The *Service Manager is*

Name	<div></div>
Address for communications	<div>Environment Agency 2 Marsham Street London SW1P 4DF</div>
Address for electronic communications	<div></div>

The Scope is in	<div>TE APP Scopes_update 31July2023</div>
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The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is except that

- The *period for reply* for is
- The *period for reply* for is

The *period for retention* is year(s) 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 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

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
(5)	<input type="text"/>	<input type="text"/>
(6)	<input type="text"/>	<input type="text"/>

If Option A is used	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than	
If Option C or E is used	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	18/10/2023
	The <i>Client</i> provides access to the following persons, places and things	
	access	access date
	(1) Asite	18/10/2023
	(2) Sharepoint	18/10/2023
	(3) Fastdraft	18/10/2023
	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks
If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>service</i>	The <i>completion date</i> for the whole of the <i>service</i> is	05/02/2027
If no programme 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 programme for acceptance is	2 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, if not previously provided by the <i>Consultant</i>
	The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	52 weeks

5 Payment

	The <i>currency of the contract</i> is the	£ sterling
	The <i>assessment interval</i> is	Monthly
If the <i>Client</i> states any <i>expenses</i>	The <i>expenses</i> stated by the <i>Client</i> are	
	item	amount
	The <i>interest rate</i> is 2 % per annum (not less than 2) above the	
	Base rate of the	Bank of England bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

If Option C or E is used
And the *Client* states any locations

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

All UK offices

If Option C is used

The *Consultant's share percentages* and the *share ranges* are

If Option C or E is used

The *exchange rates* are those published in

Financial Times

on

18/10/2023

(date)

6 Compensation events

If there are additional

These are additional compensation events

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's* liabilities

(1)

(2)

(3)

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>	<div>£5 million</div> <div>in respect of each claim, without limit to the number of claims</div>	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	<div>Whichever is greater of £5 million or the amount required by law</div> <div>in respect of each event, without limit to the number of events</div>	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	<div>Whichever is greater of £5 million or the amount required by law</div> <div>in respect of each event, without limit to the number of events</div>	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(2) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(3) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>

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

<input type="text"/>	£5 million
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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

Institution of Civil Engineers

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Environment Agency
Horizon House, Deanery Road
Bristol
BS1 4AH

Address for electronic communications

Name (2)

Address for communications

Environment Agency
2 Marsham Street
London
SW1P 4DF

Address for electronic communications

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)	Complete delivery of product 3.6 Tidal Forecasting Study	16/10/2024
	(2)	Complete delivery of product 1.5 Mapping GIS Defence Raising	18/12/2024
	(3)	The list of active assets 3.8 Active Assets Study is made available	13/08/2025

X7: Delay damages

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>
	(1)	Complete delivery of product 3.6 Tidal Forecasting Study
	(2)	Complete delivery of product 1.5 Mapping GIS Defence Raising
	(3)	The list of active assets 3.8 Active Assets Study is made available
	(4)	
	The delay damages for the remainder of the <i>service</i> are	

X8: Undertakings to Others (not used)

If Option X8 is used	The <i>undertakings to Others</i> are provided to
	N/A

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	6 weeks

X16:

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	<div>£5 million</div>
	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	<div>£5 million</div>
	The <i>end of liability date</i> is	<div>6</div> years after the Completion of the whole of the <i>service</i>

Y(UK)1: Project Bank Account (not used)

Charges made and interest
the *project bank*

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

N/A	N/A

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
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Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Z1 Disputes:

Option W2 subclause W2.1(4) is deleted. The Parties agree that adjudication under Clause option W2 should only commence if the dispute resolution procedure has been exhausted and that the dispute resolution procedure in the Scope, takes precedence over Option W2.

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

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
- 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.
- 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's* 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

Z8 Requirement for Invoice

Insert the following sentence at 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 insert the following:

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.

Z9 Conflict of Interest

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this contract.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the *Service Manager* in writing in accordance with the contract, and with express reference to clause Z12. The failure of either Party to insist upon strict performance of the contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the contract.

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.

Z 130 Rate adjustment

Z130.1 The Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate *Framework Prices*.

Z130.2 (Option C ONLY) The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

Z 131 Change to the Schedule of Cost Components

Add clause 11.2(19) The People Rates are the people rates unless later changed in accordance with the contract and provided that at all times and under any circumstance howsoever arising the People Rates do not exceed the equivalent and directly comparable Framework Prices as set out in Crown Commercial Services (CCS) Construction Professional Services Framework RM6165.

In the Schedule of Cost Components delete the section titled **People** and replace with:

People

- 1 The following components of the cost of people.
- 11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work on the contract.

PART TWO –

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

Cottons Centre, Cottons Lane, London,
SE1 2QG

Address for electronic communications

[REDACTED]

The *fee percentage* is

[REDACTED]

The *key persons* are

Name (1)

[REDACTED]

Job

Project Manager

Responsibilities

Project Management

Qualifications

APM PMQ Exam; MSc Water Resources
Management; BAI Civil & Environmental
Engineering; BA Maths; Chartered member
of CIWEM

Experience

15 years

Name (2)

[REDACTED]

Job

Overall Technical Lead

Responsibilities

Technical Overview of Product delivery

Qualifications

BEng, Chartered member of ICE, member
of the association for Project Management

Experience

30+ years

Name (3)

[REDACTED]

Job

Technical Lead, Mapping GIS Defence
Raising

Responsibilities

Lead and coordinate the Mapping GIS
Defence Raising products

Qualifications

BSc Environmental Science; MSc
Sustainable Water Management

Experience	9 years
Name (4)	
Job	Technical Lead, Tidal Forecasting
Responsibilities	Lead and coordinate the Tidal Forecasting products
Qualifications	BA Physical Geography; MSC Water Resource Systems Engineering; C.WEM Chartered Water & Environmental Engineer
Experience	20+ years
Name (5)	
Job	Technical Lead, Active Asset Study
Responsibilities	Lead and coordinate the Active Asset Study products
Qualifications	Business Administration and Management, APM Certified, RCM Facilitator
Experience	19+ years

The following matters will be included in the Early Warning Register

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	N/A
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5 Payment

If the <i>Consultant</i> states expenses	The <i>expenses</i> stated by the <i>Consultant</i> are any
item	amount
As per TE APP_Pricing Clarification_Activity Schedule v3.1	As per TE APP_Pricing Clarification_Activity Schedule v3.1

If Option A or C is used	The <i>activity schedule</i> is	TE APP_Pricing Clarification_Activity Schedule v3.1
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If Option E is used	The forecast of the prices is	N/A
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Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)	
Address for communications	Cottons Centre, Cottons Lane, London, SE1 2QG
Address for electronic communications	
Name (2)	
Address for communications	Cottons Centre, Cottons Lane, London, SE1 2QG
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

the pre-tender information execution plan has not be submitted as part of the Contract Data and will be submitted for acceptance within 6 weeks of the contract start date, in line with the EIR

Y(UK)1: Project Bank Account (not used)

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

Data for the Schedule of Cost Components

The *people rates* are:

<u>Category of person</u>	<u>Unit</u>	<u>Rate (£)</u>
Director BIM/ Digital Information Manager	Hour	
Director Civil Engineer	Hour	
Director Project Manager	Hour	
Principal/ Associate Director BIM/ Digital Information Manager	Hour	
Principal/ Associate Director Civil Engineer	Hour	
Principal/ Associate Director Project Manager	Hour	
Professional BIM/ Digital Information Manager	Hour	
Professional Building Services Engineer	Hour	
Professional Civil Engineer	Hour	
Professional Cost Consultant	Hour	
Professional Project Manager	Hour	
Senior Director Civil Engineer	Hour	
Senior Director Project Manager	Hour	
Senior Professional BIM/ Digital Information Manager	Hour	
Senior Professional Civil Engineer	Hour	
Senior Professional Project Manager	Hour	
Senior Technician BIM/ Digital Information Manager	Hour	
Senior Technician Civil Engineer	Hour	
Technician/ Graduate BIM/ Digital Information Manager	Hour	
Technician/ Graduate Civil Engineer	Hour	

