



Framework: Mapping & Modelling Framework

Supplier: Jacobs UK Ltd Company Number: 02594504

Geographical Area: National

Project Name: Groundwater, Nature-based Solutions, WQ, Climate Change

Project Number:

Contract Type: Professional Service Contract

Option: Option A

Contract Number:

Stage: All_Work_Types

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framework CONTRACT DATA

Project Name

Groundwater, Nature-based Solutions, WQ, Climate Change mapping and modelling

Project Number

This contract is made on 24 October 2022 between the *Client* and the *Consultant*

This Contract is made pursuant to the Framework Agreement (the "Agreement") dated 16th day of May 2019 between the Client and the Consultant in relation to the NGSA Mapping and Modelling Support Framework. The entire Agreement and the following schedules are incorporated into this Contract by reference

- Schedules 1 to 22 inclusive
- The following documents are incorporated into this contract by reference

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 A	Option for resolvin avoiding disputes	g and W2					
Secondary Options							
X2: Changes in the law							
X9: Transfer of rights	X9: Transfer of rights						
X10: Information modelling							
X11: Termination by the Client							
X18: Limitation of Liability							
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 This cross-cutting project aims to assess the water quality and water resource benefits (and other multiple benefits) of installing nature-based solutions across a catchment. This desk-based work is predominantly focusing on modelling the water							
The Client is	Env	ironment Agency					
Address for communication	Bris	izon House, Deanery Road tol 5AH					
Address for electronic comm	nunications						
The Service Manager is	_						
Address for communication	s III						
Address for electronic comr	nunications						
The Scope is in							
LIT 13259 - Professional services contract scope template_NBS_Sandstone							
The language of the contra	ct 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

3 4

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

2 weeks

26 weeks

2 The Consultant's main responsibilities

The $\ensuremath{\textit{key dates}}$ and $\ensuremath{\textit{conditions}}$ to be met are

conditions to be met key date

'none set' 'none set'

'none set' 'none set' 'none set' 'none set'

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks

3 Time

The starting date is 24 October 2022

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

access date access

The Consultant submits revised programmes at

intervals no longer than 4 weeks

The completion date for the whole of the service is 31 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 ${\it Consultant}$ 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

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The expenses stated by the Client are as stated in Schedule 9

The interest rate is per annum (not less than 2) above the 2.00%

Base rate of the Bank of England

6 Compensation events

These are additional compensation events

'not used'

- 2 'not used'
- 3. 'not used'
- 4. 'not used'
- 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

- 'not used'
- 'not used'
- 3. 'not used'

The minimum amount of cover and the periods for which the Consultant maintains insurance are

PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION EVENT MINIMUM AMOUNT OF The Consultant's failure to £ 5 Million 12 Years use the skill and care in respect of each claim,

normally used by professionals providing services similar to the service

£ 5 Million

without limit to the number of claims

Loss of or damage to Loss of or defined to property and liability for bodily injury to or death of a person (not an employee of the Consultant) from or in connection with the

with the contract

Consultant Providing the

Service

Death of or bodily injury to Which ever is the greater of For the period required by law Death of or bodily injury to the employees of the Ether or the amount required by law in respect of each claim, with the contract with the contract of claims which is considered by the contract which is considered by the contract of claims.

'to be confirmed'

12 Months

The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters limited to £ 5 Million

Resolving and avoiding disputes

The tribunal is Litigation in the courts The Adjudicator is

Address for communications '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:

- Delete the text of clause 60.1(12) and replaced by:

 The service is are 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 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 rectification 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.

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 approval of a fee note.

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

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 X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2 weeks

OPTION X18: Limitation of Liability

The Consultant's liability to the Client for indirect or consequential loss is limited to

£1,000,000

The Consultant's liability to the Client for Defects that are not found until after the defects date is limited to

£5,000,000

The *end of liability date is*Completion of the whole of the *service*

6 years after the

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which payment becomes due

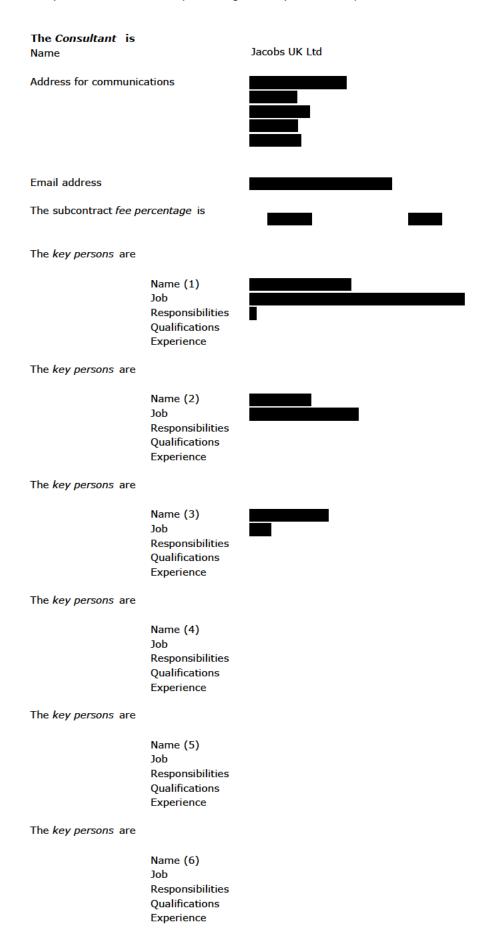
Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term *beneficiary*

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 key persons are

Name (7) Job Responsibilities Qualifications Experience

The following matters will be included in the Early Warning Register

Start date in the contract will need to be adjusted.

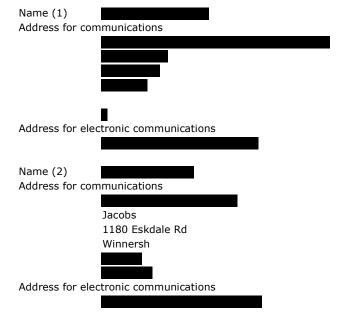
5 Payment

The activity schedule is
- Sandstone NBS 2022 - Pricing Data Part One

The tendered total of the Prices is £97,826.00

Resolving and avoiding disputes

The Senior Representatives of the Consultant are



X10: Information Modelling

The information execution plan identified in the Contract Data is

Contract Execution

Client execution



