



**Framework:** Collaborative Delivery Framework  
**Supplier:** Jacobs UK Ltd  
**Company Number:** 02594504

**Geographical Area:** Thames - Eastern Hub  
**Contract Name:** Guildford Flood Alleviation Scheme Lot 1 Appraisal  
**Project Number:** ENVIMSE500192

**Contract Type:** Professional Service Contract  
**Option:** Option C

**Contract Number:** C22902

**Stage:** SOC\_to\_OBC

Revision	Status	Originator	Reviewer	Date

**PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA**

**Project Name** Guildford Flood Alleviation Scheme Lot 1 Appraisal  
**Project Number** ENWSES000192

- 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 and Framework Agreement Extension dated 24th April 2023 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 23 inclusive of the Framework schedules are relied upon within this contract.
  - The following documents are incorporated into this contract by reference:  
Guildford FAS Option C Appraisal Scope V16 FINAL (15 03 2024)

**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 NECA Professional Service Contract June 2017.

Main Option:  Option C  Option for resolving and avoiding disputes:  W2

**Secondary Options**

- X3: Changes in the law
- X7: Delay damages
- X9: Transfer of rights
- X10: Information redefining
- 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 overall outcome of this commission is to produce a flood risk management appraisal in line with Flood and Coastal Erosion Risk Management - Appraisal (FCERM) AG, which will appraise the available options. This section of the study shall conclude with the final approval of OAC using latest DA Guidance including all appendices and FSO approval following submission to WFS or FRC.

The Client is Environment Agency  
Address for communications: Horton House, Deaneys Road, Basingstoke, Hampshire, RG24 0BA

Address for electronic communications: [Redacted]  
The Service Manager is Environment Agency  
Address for communications: Kings Meadow House, Kings Meadow Road, Reading, RG2 9EQ

Address for electronic communications: [Redacted]

The title is Guildford FAS Option C Appraisal Scope V16 FINAL (15 03 2024)

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 Consultant's main responsibilities**

The key dates and conditions to be met are conditions to be met Any date

'none set' 'none set'

'none set' 'none set'

'none set' 'none set'

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 02 April 2024

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

Aske 02 April 2024

Sharnham 02 April 2024

FleetWorth 02 April 2024

The Consultant submits revised programmes at intervals no longer than 4 weeks that

The completion date for the whole of the service is 05 May 2026

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 Client set total of the Prices is £360,004.00

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

The interest rate is 2.50% 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 overheads are All UK Offices

**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 100 % 100 % as set out in Schedule 17  
greater than 100 % as set out in Schedule 17

## 6 Compensation events

These are additional compensation events

1. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
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 SERVICE OR TERMINATION
The Consultant's failure to use the sub and care normally used by professionals providing services under the service	£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 third party or employee of the Consultant or injury to or death of a third party in connection with the Service	£10,000,000 in respect of each claim, without limit to the number of claims	6 months after Completion
Death of or bodily injury to the employees of the Consultant arising out of and in the course of their employment in connection with the contract	Legal minimum in respect of each claim, without limit to the number of claims	For the period required by law
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	£5,000,000	

## Resolving and avoiding disputes

The Tribunal is litigation in the courts

The Adjudicator is to be confirmed  
Address for communications to be confirmed

Address for electronic communications to be confirmed  
The Adjudicator's appointing body is The Institution of Civil Engineers

## Z Clauses

### Z1 Disputes

Detail existing clause Z1.1

### Z2 Prevention

The text of Clause 18 Prevention is deleted  
Delete the text of clause 18.1(2) 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;  
• Spilling 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 Deleted Cost

Add the following in second bullet of 11.2 (B3) 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':  
• Measures or delays caused by the Consultant's failure to follow standards in Scope/quality plans  
• Appropriation of the Consultant's project cost  
• Additional costs or delays incurred due to Consultant's failure to comply with published and known guidance or document formats  
• Servicing the Scope without prior instruction from leads to achieve cost  
• Re-working of documents due to inadequate QR prior to submission, i.e. grammatical, factual, arithmetical or design errors  
• Production or preparation of self-generated materials  
• Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)  
• Any costs for travel time and other out-of-pocket expenses of the Consultant's staff  
• Any costs for travel time and other out-of-pocket expenses of the Consultant's staff who have not been previously stated by the Consultant  
• Attendance of additional personnel to meetings/workshops etc who have not been previously stated by the Consultant  
• Costs associated with the attendance at additional meetings after programme completion, if delay is due to Consultant performance  
• Costs associated with modifications that are due to Consultant error or omission  
• Costs associated with the identification of opportunities to improve processes and procedures for project delivery through the Consultant's involvement  
• Work incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements  
• Work incurred as a result of the Client issuing a Yellow or Red Card to generate a Performance Improvement Plan  
• Work incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

### Z4 Share on termination

Detail 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

54.1 The Service Manager assesses the Consultant's share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided to Date.  
The difference is divided into increments falling within each of the share ranges. The limit of a share range is the Aggregated Price for Service Provided to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The Consultant's share equals the sum of the products of the increment within each share range and the corresponding Consultant's share percentage.  
54.2 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the Consultant's share of the difference between the Aggregated Price for Service Provided to Date and the Aggregated Total of the Prices, the Consultant pays its share of the excess.  
54.3 If, prior to Completion of the scope of the service, the Price for Service Done to Date exceeds 11% of the total of the Prices, the amount in excess of 11% of the total of the Prices is retained from the Consultant.  
54.4 If, prior to Completion of the scope of the service, the Price for Service Done to Date exceeds 10% of the total of the Prices, the amount in excess of 10% of the total of the Prices is retained from the Consultant.  
54.5 The Service Manager makes a preliminary assessment of the Consultant's share at Completion of the Whole of the service using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of Prices. This assessment is based on the Consultant's share of the difference between the Aggregated Price for Service Provided to Date and the final Aggregated Total of Prices. This share is included in the final amount due.  
54.6 If there is a termination event of 24 applies, the Service Manager assesses the Consultant's share after certifying termination. The assessment uses as the Aggregated Price for Service Provided to Date the sum of:  
• the total of:  
- the Defined Cost which the Consultant has paid and which it is committed to pay for work done before termination and  
• the total of:  
- the Defined Cost which the Consultant or Contractor has paid and which it is committed to pay  
- the Defined Cost which the Consultant or Contractor is liable under the contract.  
The assessment uses as the Aggregated Total of the Prices the sum of:  
• the total of:  
- the lump sum price for each activity which has been completed and  
- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed and  
• the total of:  
- the lump sum price for each activity which has been completed and  
- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed.  
Add:  
11.2(2) The Aggregated Total of the Prices is sum of:  
• the total of the Prices and  
• the total of the Prices in the partner contract.  
11.2(3) The Aggregated Price for Service Provided to Date is the sum of:  
• the Price for Service Provided to Date and  
• the Price for Service Provided to Date or the Price for Work Done to Date in the partner contract.

### Z8 Linked contracts

Where multiple contracts or contracts on this contract, due to a bulk or error of the Consultant, will neither be an allowable cost under the contract or any subsequent contract, nor will be a Compensation event under the contract or any subsequent contract until the project or programme.

### Z9 Requirement for Invoice

Add the following sentence to the end of clause 51.1:  
The Party to which payment is due sends 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:  
• the date on which the invoice is issued;  
• the date on which the invoice is made available to 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.

### Z10 Risk and insurance

The Consultant is required to submit insurances annually as Clause 24 of the Framework Agreement

### Z11 Payment for Service Provided to Date

Delete existing clause 11.2(1) and replace with:  
11.2(1) The Price for Service Provided to Date is the total Defined Cost which the Service Manager forecasts will have been paid by the Consultant before the next assessment date plus the Fee. The Price for Service Provided to Date shall not exceed the forecast for the same as provided under clause 20.5'

### Z11 PSC - Fee adjustment for non-compliance with Scope

Delete existing clause 11.2 (B3) and replace with the following clause:  
The Fee in the amount calculated by applying the fee percentage to the amount of the Defined Cost excluding the cost of Subcontractors that have not complied with requirements by their value processes as defined in the Scope. 80% of the fee percentage is applied to the amount of the Defined Cost for Subcontractors that have not complied with requirements by their value processes as defined in the Scope.

### Z12 PSC - Carbon reduction

Ref. (Clause No.)	Clause words
11.2	11.2 Performance Table states the targets the Consultant is to achieve in Providing the Service and sets out the adjustment to payment of the amount due to the Consultant if the actual performance is higher, the same or lower than its target. The Performance Table is the performance table unless later changed in accordance with the contract.
11.1	11.1 Clause 11.1 add as a new bullet between the second and third bullet: • meet a target in the Performance Table not being met.
11.2	11.2 Delete Clause 11.2 and replace with: If the Consultant and the Service Manager are prepared to consider the change, the Consultant submits a quotation to the Service Manager for acceptance including any combination of: • proposed Price; • Risk or Completion Date; • Revised programme; • Changes to the Performance Table If the quotation is accepted, the Service Manager changes the Scope, the Prices, the Completion Date and the Performance Table accordingly and accepts the revised programme.
Performance Measurements	Add as Clause 57:
57	
57.1	From the start of the date until the Completion Date, the Consultant reports to the Service Manager its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the Consultant's performance against a target in the Performance Table is not achieved or a forecast not to achieve the performance target stated, it reports to the Service Manager for acceptance its proposals for improving performance. A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target in the Performance Table.
57.3	If the target stated in the Performance Table, if the forecast performance does not meet the target stated in the Performance Table, the Consultant pays the amount stated in the Performance Table. If the relevant performance exceeds or meets the target stated in the Performance Table, the Consultant is paid the amount stated in the Performance Table.
57.4	Information in the Performance Table is not Scope.

The performance table is PSC-carbon-performance-table.xlsx  
The Performance Table for the contract type PSC (Jacobs, SOC-ORC) as set out in the Carbon Methodology dated 08 June 2023

## 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 X7: Delay damages

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

### 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 £5,000,000

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 6 years after the Completion of the whole of the *service*

### OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of 3 months

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

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

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

term *beneficiary*

no terms under this con no beneficiaries under this contract

## 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

[REDACTED]

The *fee percentage* is

Option C

[REDACTED]

The *key persons* are

Name (1)

[REDACTED]

Job

Project Manager

Responsibilities

Management of the project

Qualifications

C.Eng M.Eng MICE

Experience

Name (2)

[REDACTED]

Job

Appraisal Lead

Responsibilities

Lead appraisal team and activities

Qualifications

C.WEM MCIWEM

Experience

Name (3)

[REDACTED]

Job

Designated Project Executive

Responsibilities

Project Director, support to PM and wider Jacobs team

Qualifications

C.Eng M.Eng MICE

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  
Guildford FAS Appraisal Programme\_2024.03.12\_P02

### 5 Payment

The *activity schedule* is

### Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]  
Address for communications  
1 Glass Wharf  
Bristol  
BS2 0EL  
UK

Address for electronic communications  
[REDACTED]

Name (2) [REDACTED]  
Address for communications  
1180 Eskdale Road  
Winnersh  
Wokingham  
RG41 5TU

Address for electronic communications  
[REDACTED]

### X10: Information Modelling

The *information execution plan* identified  
in the Contract Data is  
Per the IDP on Asite

# Contract Execution

## *Client execution*

Signed Underhand by **[PRINT NAME]**

for and on behalf of the Environment Agency



Signature

Date

Role

## *Consultant execution*

Signed Underhand by **[PRINT NAME]**

for and on behalf of

Jacobs UK Ltd



Signature

Date

Role