



Framework: Collaborative Delivery Framework

Supplier: Jacobs UK Ltd Company Number: 02594504

**Geographical Area:** North West

Project Name: 2021.22.NWScopeWritingContract

Project Number: 32745

Contract Type: Professional Service Contract

Option: Option E

**Contract Number:** 

Revision	Status		Originator		Reviewer		Date	

# PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

**Project Name** 

2021 22.NWScopeWritingContract

**Project Number** 

32745

This contract is made on 01 April 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 Scoping\_Contract\_Jacobs\_March\_2021

# 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 for resolving and Option avoiding disputes Secondary Options X2: Changes in the law X9: Transfer of rights X10: Information modelling X11: Termination by the Client X18: Limitation of liability X20: Kev 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 At the direction of the Client, provide resources to assist in the development of project scopes and other pre-contract support activities The service is with the objective of producing a clear and proportionate scope in relation to the project size, complexity and risk

The Client is

Environment Agency

Address for communications

Richard Fairclough House
Knutsford Road
Latchford
Warrington
WA4 1HT

Address for electronic communications

The Service Manager is
Address for communications

Address for electronic communications

The Scope is in Scoping\_Contract\_Jacobs\_March\_2021

The partner contract is

ı, u

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

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 kev 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  $\ensuremath{\textit{expenses}}$  at intervals no longer than 4 weeks

#### 3 Time

The starting date is

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

access date

The Consultant submits revised programmes at intervals no longer 4 weeks

The completion date for the whole of the service is

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 26 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

Forecast for the Total Defined Cost plus fee is £100,000.00

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 All UK Offices

overhead are

#### 6 Compensation events

These are additional compensation events

- Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, hetween 1st November 2020 and 31st lune 2021 'not used'

- 'not used'
- 4. 'not used'
- 5. 'not used'

#### 8 Liabilities and insurance

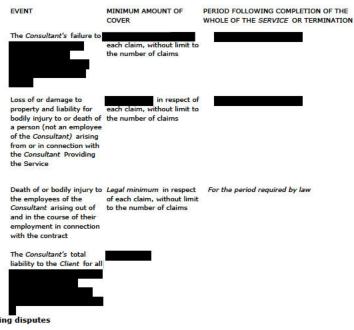
These are additional Client's liabilities

'not used'

- 'not used'
- 2. 'not used'

3.

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



# Resolving and avoiding disputes

The tribunal is litigation in the courts

The Adjudicator nominating body is

The Adjudicator is

'to be confirmed' Address for communications Address for electronic communications 'to be confirmed'

'to be confirmed'

The Institution of Civil Engineers

#### 7 Clauses

#### Z1 Disputes

Delete existing clause W2.1

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 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

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

#### **Z6 The Schedule of Cost Components**

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

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

# **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

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

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

# **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

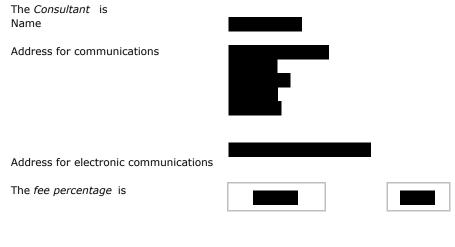
# Y(UK)3: The Contracts (Rights of Third Parties Act) 1999

term *beneficiary* 

# 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



Experience

Name (7) Job Responsibilities Qualifications Experience



The following matters will be included in the Early Warning Register



3 Time



# Resolving and avoiding disputes

The Senior Representatives of the Consultant are



Address for electronic communications



Address for electronic communications

X10: Information Modelling

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

# **Contract Execution**

Client execution



# **Consultant** execution

# **Consultant** execution

Signed under hand by for and on behalf of Jacobs UK Ltd

