

# **Professional Service Contract**

# **Contract Data Forms**

June 2017 (with amendments January 2019)

Professional Service Contract: Contract Data

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 U.K. Limited for SW Hub Operational Reservoir Services (DCIS) - Jacobs (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 – 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

Option for resolving and avoiding disputes

W2

Secondary Options X2, X9

Е

X2, X9, X10, X11, X18, X20, Y(UK)2, Y(UK)3, together with the following *additional conditions* Z1, Z2, Z3, Z5, Z7, Z8, Z9, Z12, Z121, Z130, Z131

The service is

DCIS Operational Reservoir Services - Jacobs

The Client is

Name

Address for communications

Environment Agency

Horizon House Deanery Road Bristol BS1 5AH

Address for electronic communications

The Service Manager is

Name

Address for communications

enquiries@environment-agency.gov.uk

Sir John Moore House, Victoria Square Bodmin PL31 1EB

Address for electronic communications

The Scope is in

DCIS Operational Reservoir Services - Jacobs

The language of the contract is

This page has been amended in 2019 English

	The law of the cor	<i>ntract</i> is the law of	England and Wal	les, subject to	o the
		Wales	jurisdiction of the	e courts of En	gland and
	The period for rep	ly isexcept that	2 weeks		
	• The <i>period for</i>	reply for	n/a	is	n/a
	• The period for	reply for	n/a	is	n/a
	The <i>period for</i> The following matte	retention 6 isy	rear(s) following Comp e Early Warning Regi		lier termination
	Early warning me	etings are to be held at	intervals no		
	longer than			2 weeks	
2 The Consultant's	-				
f the <i>Client</i> has identified work which is set to meet	to be met	<i>conditions</i> to be met are			
a stated <i>condition</i> by a <i>key</i>	(1)			key date	
	(1)				
ite	(3)				
		prepares forecasts of th	ne total <i>expenses</i> at		
If Option A is used	intervals no long	er than		4 weeks	
If Option A is used If Option C or E is used	The Consultant	er than prepares forecasts of th <i>s</i> at intervals no longer		4 weeks	
	The Consultant	prepares forecasts of th			

The starting date is

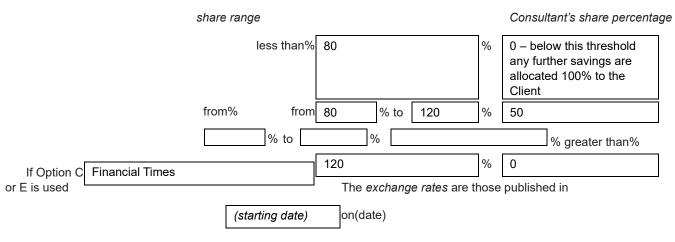
date

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

	access	access date
	(1)	
	(2)	
	(3)	
	The Consultant submits revised programmes at interv	als 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 ide	30/11/2026 entified in 2 weeks part
If no programme is	tw The period after the Contract Date within which the	o of the
for accontance is	The period after the Contract Date within which the	Consultant is to submit a first program
for acceptance is Contract Data		
4 Quality managemer	nt	
	policy statement and quality plan is	£ sterling
5 Payment	policy statement and quality plan is	2 storing
	The period between Completion of the whole of the se	ervice and the defects dateis
		26 weeks
If the <i>Client</i> states any		
expenses	The currency of the contract is the	
	The assessment interval is	Monthly
	The expenses stated by the Client are	
	item amount	
If the period in which payments are made is not three weeks and Y(UK)2 is	The <i>interest rate</i> is 2 % per annum (not l	ess than 2) above the
not used If Option C or E is	Base rate of the Bank	of England bank
used and the <i>Client</i> states	All UK offices	
any locations The period after the	The period within which	
Contract Date within	payments are made is4 weeks, if r	not
which the <i>Consultant</i> is	previously provided	by
to submit a quality	The locations for which the	ath .
	<i>Consultant</i> provides a charge for the cost of support people and office overhead are	101

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The Consultant's share percentages and the share ranges are



# 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 Consultant's failure to6 yea	£5 million			
use the skill and care normally	•			
used by professionals providing	, in respect of each claim, works	or earlier termination services		
similar to the <i>service</i> without lim	it to the number of			
	claims			
Loss of or damage to property1 and liability for bodily injury to	Which aver is avertage of			
	million or the amount			
or death of a person (not an				
employee of the Consultant) re	equired by law arising from or			
in connection in respect of each event, with the Consultant				
Providing without limit to the nu	mber of			
the Service	events			

Death of or bodily injury to For the employees of the <i>Consultant</i> law arising out of and in the course of employment in	Whichever is greater of	period required by
connection with the contract	n respect of each event,	
	vithout limit to the number of vents	

The Consultant provides these additional insurances

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This page has been amended in 2019

(1) Insurance against n/a

Minimum amount of cover is n/a The

deductibles are n/a

(2) Insurance against n/a

Minimum amount of cover is n/a The

deductibles are n/a

(3) Insurance against n/a

Minimum amount of cover is n/a

The deductibles are 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

£5 million

Resolving and avoidi	ng disputes				
	The <i>tribunal</i> 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					
The person or organisation who 'to be confirmed'					
will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedu</i> does not state who selects an arbitrator is					
The Senior Representatives of the Client are					
	Name (1)				
	Address for communi	cations Horizon House Deanery Road			
		Bristol BS1 5AH			
	Address for electronic comm	unications			
	Name (2)				
	Address for communi	cations Horizon House Deanery Road			
		Bristol BS1 5AH			
Address for	electronic communications				
	The Adjudicator is				
	-				
	Name	'to be confirmed'			
	Address for communications	'to be confirmed'			
	Address for electronic comm	unications 'to be confirmed'			
	The Adjudicator nominating bo	dy is Institution of Civil Engineers			

X2: Changes in the la	W		
If Option X2 is used	The law of the project is	The law of England and W jurisdiction of the courts of	
X5: Sectional Comple	etion	Junealeuen er alle eeurte er	
If Option X5 is used	The <i>completion date</i> for each se	ection of the <i>service</i> is description	completion date
	(4)		
X7: Delay damages If Option X7 is used with Option X5 If Option X7 is used with	Delay damages for Completion Delay damages for each <i>sectio</i>		re per day
Option X5		description	amount per day
	(1)		
	(2)		
	(3)		
	(4)		
The delay damages	for the remainder of the <i>service</i> are		
X8: Undertakings to	Others		
If Option X8 is used	The <i>undertakings to Others</i> are	provided to	
X9: Transfer of Intelle	ectual Property Rights		
X10: Information mod	delling		

If Option X10 is used

If no *information* The period after the Contract Date within which the *Consultant* is to submit a first *execution planis* Information Execution Plan for acceptance is identified in part two of the Contract 2 weeks Data

X11: Termination by th	ne Client	
X13: Performance bor	nd	
Professional Service Contr	act: Contract Data	
If Option X13 is used	The amount of the performance bond is	
X18: Limitation of liab	bility	
If Option X18 is used	The Consultant's liability to the Client for indirect or conseque	ential loss is limited to £1 million
	The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are r <i>date</i> is limited to	not found until after the <i>defects</i> £5 million
The end of liability date is y	years after the Completion of 6	the whole of the <i>service</i>
X20: Key Performance	e Indicators (not used with Option X12)	

If Option X20 is used

The *incentive schedule* for Key Performance Indicators is in A report of performance against each Key Performance Indicator is provided at intervals of

months
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#### Y(UK)1: Project Bank Account

Charges made and interest paid by the project bank

The Consultant is not to pay any charges made and to be paid any interest paid by the project bank(Delete as applicable)

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

14

If Option Y(UK)2 is used The period for payment and the final date for payment is not fourteen days after

isdays after the date on which payment becomes due 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 t	erm	be	eneficiary	
	Not Used		Not used	
If Y(UK)3 is used with	erm	b	eneficiary	
Y(UK)1 the following entry is	;			
added to the table for Y(UK)3	The provisions of	Na	amed Suppliers	

Options Y(UK)1

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Z: Additional conditions of contract

If Option Z is used

#### 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 nuclearfuel,
- 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 that leads to abortive cost

• Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or designerrors.

Production or preparation of self-promotional material.

• Excessive charges for project management time on a commission for secondments or full time appointments (greaterthan 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 theService 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 deliverythrough the *Consultant's* involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements

#### **Z5 Secondments**

When appointing Consultants on a secondment basis only:

#### Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the Consultant;or

19.1.2 The Consultant has acted contrary to the Service Manager's reasonable

instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager.* 

#### Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract 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.

#### 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

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#### 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.

#### Z121

The parties acknowledge and agree that (i) the Consultant's total aggregate liability under this contract and the contract dated [03/04/2020 with reference project\_28554] ("Precursor Contract") shall be subject to the same waivers and limitations set out in and/or applicable to this contract; (ii) the Consultant shall have no greater liability under or in connection with the Precursor Contract, whether in quantum, scope or duration than it does under this contract; and (iii) the Precursor Contract shall be read and construed as varied hereby whilst otherwise remaining in full force and effect.

#### 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 Price 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 – 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 <i>Consultant</i> is	
Name	Jacobs UK Ltd
Address for communications	1180 Eskdale Road Winnersh Wokingham RG41 5TU
Address for electronic communications	
The <i>fee percentage</i> is%	0
The key persons are	
name	service
	Supervising Engineer (SupE_
	Project Manager
L The following matters will be included in the E	arly Warning Register

# 2 The Consultant's main responsibilities

If the <i>Consultant</i> is to pro Scope	vide The Scope provideo	l by the <i>Consultant</i> is in		
5 Payment				
	The <i>expenses</i> stated by the any	e Consultant are		
it	tem	amount		
	Travel	£16,167.42	]	
If Option A or C is used	The activity schedul	e is	[	
If Option E is used	The forecast of the	prices is		£270,108.32
Resolving and ave	oiding disputes			
	The Senior Represer	ntatives of the Consultan	t are	
	Name (1)			

Address for communications	The West Wing 1 Glass Whaf Bristol BS2 0EL
Address for electronic communications	
Name (2)	
Address for communications	
Address for electronic communications	

### X10: Information modelling

If Option X10 is used

If an information The information execution plan identified execution planis to be

identified in the Contract Data 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 Schedule of Cost Components (used only with Options C or E)

The overhead percentages for the cost of support people and office overhead are

location	overhead percentage
Jacobs offices	Included in framework % rates
	%
	%

Data for the Short Schedule of Cost Components (used only with Option A)

#### The people rates are

category of person	unit	rate

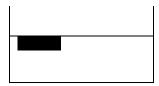
Data for the Schedule of Cost Components (used only with Options C and E)

The people rates are

category of person	unit	rate
	hour	
	hour	

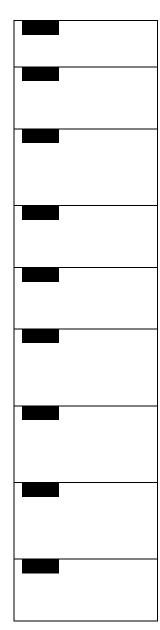
-	

hour



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	hour
	hour



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