



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

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

	..(Client)
	..(Name)
	..(Position)
	..(signature)
	..(Date Countersigned)
	..(Consultant)
	..(Name)
	..(Position)
	..(Signature)
	..(Date signed)

(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	<div>E</div>	Option for resolving and avoiding disputes	<div>W2</div>
Secondary Options	<div>X2, X9, X10, X11, X18, X20, Y(UK)2, Y(UK)3, together with the following <i>additional conditions</i> Z1, Z2, Z3, Z5, Z7, Z8, Z9, Z12, Z121, Z130, Z131</div>		
The <i>service</i> is	<div>DCIS Operational Reservoir Services - Jacobs</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>enquiries@environment-agency.gov.uk</div>

The *Service Manager* is

Name	<div></div>
Address for communications	<div>Sir John Moore House, Victoria Square Bodmin PL31 1EB</div>
Address for electronic communications	<div></div>

The Scope is in DCIS Operational Reservoir Services - Jacobs

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 except that

2 weeks

• The *period for reply* for

n/a

is

n/a

• The *period for reply* for

n/a

is

n/a

The *period for retention* 6 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 weeks

2 The Consultant's main responsibilitiesIf the *Client* has identified work which is set to meet a stated *condition* by a keyThe *key dates* and *conditions* to be met are *condition* to be met*key date*

(1)

(2)

(3)

date

If Option A is used

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

4 weeks

If Option C or E is used

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

4 weeks

3 TimeThe *starting date* is

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

access	access date
(1) <input type="text"/>	<input type="text"/>
(2) <input type="text"/>	<input type="text"/>
(3) <input type="text"/>	<input type="text"/>

The *Consultant* submits revised programmes at intervals no longer than

4 weeks

If the *Client* has decided the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

30/11/2026

identified in

2 weeks

part

If no programme is

two of the

The period after the Contract Date within which the

Consultant is to submit a first programme

for acceptance is
Contract Data

4 Quality management

5 Payment

policy statement and quality plan is

£ sterling

The period between Completion of the whole of the *service* and the *defects date* is

26 weeks

If the *Client* states any *expenses*

The *currency of the contract* is the

The *assessment interval* is

Monthly

The *expenses* stated by the *Client* are

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

If the period in which payments are made is not three weeks and Y(UK)2 is not used If Option C or E is used and the *Client* states any locations

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

Base

rate of the

Bank of England

bank

All UK offices

The period within which payments are made is

4 weeks, if not previously provided by the *Consultant*

The period after the Contract Date within which the *Consultant* is to submit a quality

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

1 Month

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 – below this threshold any further savings are allocated 100% to the Client

from% from 80 % to 120 % 50

% to % % greater than%

If Option C or E is used Financial Times 120 % 0

The exchange rates are those published in (starting date) on(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 similar to the <i>service</i> without limit to the number of claims	6 years following £5 million	Completion of the whole works or earlier termination services
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>) in connection in respect of each event, with the <i>Consultant</i> Providing without limit to the number of the Service	12 months Whichever is greater of £5 million or the amount required by law arising from or	

Death of or bodily injury to	For the	period required by
employees of the <i>Consultant</i>	law	their
arising out of and in the course of	employment in	
employment in	connection with the contract	
	in respect of each event,	
	without limit to the number of	
	events	

Whichever is greater of
£5 million or the amount
required by law

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 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

The person or organisation who

'to be confirmed'

will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications Horizon House Deanery Road
Bristol
BS1 5AH

Address for electronic communications

Name (2)

Address for communications 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 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)		
	(2)		
	(3)		
	(4)		

X7: Delay damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the *service* are per day

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>	<i>amount per day</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"/>
The delay damages for the remainder of the <i>service</i> are			<input type="text"/>

X8: Undertakings to Others

If Option X8 is used	The <i>undertakings to Others</i> are provided to
	<input type="text"/>
	<input type="text"/>

X9: Transfer of Intellectual Property Rights

X10: Information modelling

If Option X10 is used

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

2 weeks

X11: Termination by the Client

X13: Performance bond

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If Option X13 is used

The amount of the performance bond is

X18: Limitation of liability

If Option X18 is used

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

£1 million

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

£5 million

£5 million

The *end of liability date* is years after the Completion of 6

the whole of the *service*

X20: Key Performance 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

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

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

The period for payment is

14

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	term	beneficiary
	Not Used	Not used

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

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 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

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

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 Consultant is

Name Jacobs UK Ltd

Address for communications 1180 Eskdale Road
Winnersh
Wokingham
RG41 5TU

Address for electronic communications

The fee percentage is% 0

The key persons are

name	service
	Supervising Engineer (SupE
	Project Manager

The following matters will be included in the Early Warning Register

2 The Consultant’s main responsibilities

If the Consultant is to provide The Scope provided by the Consultant is in Scope

5 Payment

If the Consultant states The expenses stated by the Consultant are expenses any

item	amount
Travel	£16,167.42

If Option A or C is used The activity schedule is

If Option E is used The forecast of the prices is £270,108.32

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1)	
Address for communications	The West Wing 1 Glass Wharf 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 plan*s to be

identified in the in the Contract Data is

Contract Data

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	

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