



**Framework:**  
**Supplier:**  
**Company Number:**

**Client Support Framework**  
**Jacobs UK Ltd**



**Geographical Area:**  
**Project Name:**  
**Project Number:**

**National**  
**Navigation Capital Programme Management Visual Asset In**  
**ENV0002414C**

**Contract Type:**  
**Option:**

**Professional Service Contract**  
**Option E**

**Contract Number:**

**project\_28802**

Revision	Status	Originator	Reviewer	Date

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA**

**Project Name** Navigation Capital Programme Management Visual Asset Inspections

**Project Number** ENV0002414C

This contract is made on 23 March 2020  
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- 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 for resolving and avoiding disputes

Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- 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 Undertake visual inspections of navigation assets and provide associated services.

The *Client* is Environment Agency

Address for communications



Address for electronic communications

The *Service Manager* is

Address for communications

Environment Agency



Address for electronic communications

The *Scope* is in  
Navigation\_Asset\_Inspections\_Scope v1 dated 4 February 2020

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

Classification: Internal

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  
*condition* to be met  
'none set' 'none set' 'none set' *key date*  
'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 23 March 2020

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

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

The *completion date* for the whole of the *service* is 20 July 2020

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 *expenses* stated by the *Client* are as stated in Schedule 6.

The *interest rate* is 2.00% per annum (not less than 2) above the  
Base rate of the rate of the Bank of England

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

The *exchange rates* are those published in on

## 6 Compensation events

These are additional compensation events

1. 'not used'
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	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	12 years
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> ) arising from or in connection with the <i>Consultant</i> Providing the <i>Service</i>	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> 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 <i>tribunal</i> is	litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> 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 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
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

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*.

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

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

#### **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.

#### **Z10 Change in Control**

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the *Client's* prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

#### **Z11 Rate Increase Provision**

Contracts with a duration of less than two years, which are extended over this duration by the *Service Manager* due to *Client* Scope increases, may apply a rate review as follows. The *Consultant* will charge the *Client* the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

#### **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.

Classification: Internal

## 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 X18: Limitation of liability

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

£1,000,000.00

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

£5,000,000.00

The *end of liability date* is 6 Years after the  
Completion of the whole of the *service*

### 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*



Classification: Internal

The *key persons* are

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

Q3665\_RAB\_Navigation\_ProjectProgramme\_2020-03-04

### Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications

[REDACTED] Environmental Services Limited

[REDACTED] Lane

[REDACTED] ew

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

Classification: Internal

## Contract Execution

### *Client execution*

Signed under hand by

for and on behalf of the Environment Agency

  
Signature

  
Role

### *Consultant execution*

### *Consultant execution*

Signed under hand by

for and on behalf of

Jacobs UK Ltd

  
Signature

  
Role





Contract Documents

Pricing Data Part Two

NEC4 – PSC

Core Team members to be utilised on this contract (complete for ALL main options)

Employee first name	Employee middle name (Initial)	Employee Surname	Employee ID	Job Title	Grade	Rate Type	Normal office location	Rate £	Forecast hours	Forecast Cost £
[Redacted]										
										£ -
										£ -
										£ -
										£ -



## Environment Agency NEC4 professional services contract (PSC) Scope

### Project / contract Information

Project name	Navigation Visual Asset Inspections
Project SOP reference	ENV0002414C
Contract reference	project_28802
Date	04/02/2020
Version number	1
Author	██████████

### Revision history

Revision date	Summary of changes	Version number
17.10.19	First issue	V1

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *services* are to be compliant with the version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	9	29/08/2018

## **Details of the *services***

Details of the *services* are as follows.

### **1. Description of the work:**

#### **Objective**

The objective is to undertake visual asset inspections on Navigation assets using the FCRM T98 Visual Asset Inspection process and initial outputs from the T98 Navigation Inspection work.

#### **Outcome Specification**

##### **Background**

There are three main areas where the Environment Agency runs operational Navigation: Thames, Anglian and Kent and South London. All areas regularly inspect their assets to assess for overall condition and look for defects. Each area has a different approach to inspecting their assets.

The Navigation in 2019 audit found that there was a lack of standardisation across the asset management system and recommended development of “a standard risk-based approach to navigation asset management including inspections, maintenance, remedial work and the collection, recording and sharing of associated management information.”

The decision was taken to adopt the T98 Visual Inspection process that is used to inspect Flood and Coastal Risk Assets. This aligns Navigation with the corporate inspection standards.

As part of the Asset Inspection and Condition Assessment Project an assessment of the current condition and inspection data was undertaken. This has identified 500 primary assets that have not received a formal inspection for over 5 years and in some cases there is no record of a formal condition inspection at all. The list of assets that require inspection can be seen in the spreadsheet “Inspection dates for T98 commission”.

There is an urgent need to inspect these assets as soon as possible.

### **2. Required Outcomes**

1. Development and completion of the weightings document for Navigation which is essential in applying the T98 process to Navigation assets
2. Visual Inspections following the FCRM T98 inspection approach for all assets listed in Appendix 2 to this Scope.
3. Provision of inspection data which is compatible with the “AMX Lite database currently being used by Navigation.

## **1. Services required**

The development of an assurance approach is likely to be split into 2 phases:

**Phase 1:** Develop the T98 Weighting manual:

- a) Agree element splits and weightings with Project team
- b) Engage with Project team which will include representatives from KSL, Anglian and Thames (telecons/webex, emails and possible face to face meetings)
- c) Produce weightings manual for Navigation assets taking into account the Navigation function of the assets.

**Phase 2:** Undertake inspections

- a) Undertake Visual Asset Inspections to the T98 assets listed in Appendix 2.
- b) Liaise with asset owners to ensure safe access to the assets.
- c) Liaise with asset owners and Asset Inspection Project team to ensure any previous inspections are accounted for in inspections, particularly for the unseen elements.
- d) Liaise with Project team and wider Environment Agency AIMS upgrade team to ensure compatibility with AMX lite.

## **2. Constraints on how the *Consultant* provides the services**

The named Project Manager is not to delegate their duties or powers without prior written agreement from the *Client*.

## **3. Specifications or standards to be used**

Health, safety and welfare is of paramount importance to the *Client* and one of the objectives for the contract is that the works should be undertaken in a manner that achieves highest possible standards. Health, safety and welfare provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The *Consultant* will take reasonable steps, when considering documents supplied to them by all parties, that the management arrangements adopted for safety are suitable.

The existing Condition Assessment Manual and Weightings manual for FCRM inspections are to be used to help determine condition grades.

## **4. Services and other things provided by the *Client***

### **4.1 Training to be provided by the *Client***

The *Client* will provide access to and training on their web based Project Collaboration Tool.

### **4.2 Data and information management and intellectual property rights**

All of the data listed as being supplied to the supplier as part of this study remains the Intellectual Property of the *Client*.

#### **4.3 Data custodianship**

The data custodian for project deliverables from this commission will be stored within the *Client's* A-Site system and with the area PSO team.

#### **4.4 Licensing information**

Licences for LiDAR Data, Ordnance Survey mapping, model, survey, hydrometric and historical data will be provided to the *Consultant* upon award of this commission.

#### **4.5 Metadata**

The *Client* populates a metadata database called the Information Asset Register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata. The *Client's* project manager will supply an IAR spreadsheet (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

#### **4.6 Data security**

All model and survey information will be provided to the supplier in an encrypted format (using WinZip 128 bit encryption) according to *Client* data security policy. It is expected that once the commission is completed, all the original data sent to the supplier, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption.

Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption.

Further details regarding security measures will be discussed at the start-up meeting for this commission

#### **4.7 Timesheets**

Timesheets as normally utilised by the *Consultants* shall be submitted with fee notes unless otherwise agreed with the *Client's* project manager. Electronic submissions would be acceptable.

#### **4.8 Payment procedure**

Payment is subject to the procedure agreed in or under the framework.

#### **4.9 Quality**

The quality management system complies with the requirements of ISO9001 and ISO14001.

## Appendix 1 BIM Protocol – Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan requires verifying by the *Consultant* unless it is referenced elsewhere within the *Scope*.

[www.Pow.bim4.info](http://www.Pow.bim4.info)

You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by tenderers and price

## Appendix 2 List of Assets to be Inspected

Appendix 2 is provided as a separate document.