



**Framework:** Client Support Framework  
**Supplier:** Jacobs UK Ltd  
**Company Number:** 2594504

**Geographical Area:** South West  
**Project Name:** Wessex Bridge Inspections 22/23  
**Project Number:** ENVRESW001144

**Contract Type:** Professional Service Contract  
**Option:** Option A

**Contract Number:** 36687

**Stage:** Study\_or\_Service\_NOT\_Design

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name Wessex Bridge Inspections 22/23

Project Number ENVRESW001144

- This contract is made on [Counter signed date] 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
WSX Bridge Inspection Scope 2022-23\_final

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	Opt on A	Option for resolving and avoiding disputes	W2
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Secondary Options

X2: Changes in the law  
X9: Transfer of rights  
X10: Information modelling  
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 To undertake 9 Client owned Structural Assessments, 28 Principal Inspections and 161 General Inspections relating to bridges in the Wessex area.

The Client is Environment Agency  
Address for communications Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications [Redacted]

The Service Manager is [Redacted]  
Address for communications Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications [Redacted]

The Scope is in WSX Bridge Inspection Scope 2022-23\_final

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 condition to be met	key date
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'

The Consultant prepares forecasts of the total expenses at intervals no longer than 4 weeks

3 Time

The starting date is 17 October 2022

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

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

The completion date for the whole of the service is 14 July 2023

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 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>	Whichever 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	Whichever 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 *tribunal* is litigat on in the courts

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications ['to be confirmed'](#)

The *Adjudicator nominating body* is The Institution of Civil Engineers

Z

## Z

### Clauses

#### Z1 Disputes

Delete existing clause W2.1

#### Z2 Prevention

The text of clause 18 Prevent on is deleted.

Delete the text of clause 60.1(12) and replace w th:

The *service* is affected by any of the following events

- War, civil war, rebellion, revolution, insurrect on, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Ionising radiation or radioactive contaminat on from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Rad oactive, tox c, explosive or other hazardous properties of an explosive nuclear dev ce,
- 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 compensat on events w th the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following add tional bullets after 'and the cost of ' :

- Mistakes or delays caused by the *Consultant*’s failure to follow standards in Scopes/quality plans.
- Reorganisat on of the *Consultant*’s project team.
- Add t onal costs or delays incurred due to *Consultant*’s failure to comply with published and known gu dance or document formats.
- Exceeding the Scope w thout prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammat cal, factual arithmet cal or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commiss on for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior wr tten agreement of the *Service Manager*
- Any hours for travel beyond the locat on of the nearest consultant off ce to the project unless previously agreed w th the *Service Manager*
- Attendance of addit onal individuals to meetings/ workshops etc who have not been prev ously inv ted by the *Service Manager*
- Costs associated w th the attendance at addit onal meetings after programmed Completion, if delay is due to *Consultant* performance.
- Costs associated w th rectificat ons that are due to *Consultant* error or omission.
- Costs associated w th 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 w th 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 activ ties of the *Consultant* in prov ding the serv ces 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 instruct ons or wholly outs de 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 prev ous contract will ne ther be an allowable cost under this contract or any subsequent contract, nor will t be a Compensat on 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 subm ts an invoice to the other Party for the amount to be pa d w thin 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 invo ce from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, w thin 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 pa d 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 lim tation ts reputat on and standing) and/or the *Client* of wh ch it is aware or which t ant cipates may justify the *Client* taking action to protect ts 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 wr ting, of any agreement, proposal or negotiat ons which will or may result in a *Consultant* Change in Control and shall give further not ce to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract w th immediate effect by notice in writing and w thout compensat on to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notif cat on 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 pr or written acceptance was granted pr or to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

#### Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and commun cated 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 str ct performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligat ons established by the Contract.

## 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 £1,000,000

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*

### 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

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 and company number  
Address for communications

Jacobs UK Ltd  
1180 Eskdale Road  
Winnersh  
Wokingham  
Berkshire  
RG41 5RU

Address for electronic communications

The fee percentage is

Option A

The key persons are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

Project Manager  
Day to day project management and liaison with the Employer.

The key persons are

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

Senior Bridge Engineer  
Bridge Inspection Engineer, Technical Advice on all bridges, Review all reports

The key persons are

Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

Bridge inspection manager, Bridge inspector.  
Lead bridge inspector and will manage the bridge inspection programme

The key persons are

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register

Client isolation of all MEICA equipment at any structure to facilitate inspections

Landowner access arrangements

3 Time

5 Payment

The programme identified in the Contract Data is

The activity schedule is  
Appendix 1

The tendered total of the Prices is  
£179,936 21

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1)  
Address for communications  
Jacobs  
3rd Floor  
5 First Street  
Manchester  
M15 4GU

Address for electronic communications

Name (2)  
Address for communications  
Jacobs  
Phoenix House  
Surtees Park  
Stockton-on-Tees

Address for electronic communications

X10: Information Modelling

The information execution plan identified in the Contract Data is

# Contract Execution

*Client* execution

Signed Underhand by 

for and on behalf of the Environment Agency



14/10/2022

Senior Commercial Officer

Signature

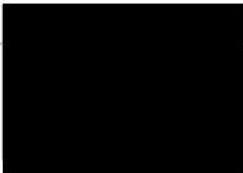
Date

Role

*Consultant* execution

Signed Underhand by [PRINT NAME]

for and on behalf of                      Jacobs UK Ltd



12/10/22

Vice President

Signature

Date

Role