



Framework: Collaborative Delivery Framework
Supplier: Jacobs UK Ltd
Company Number: 02594504

Geographical Area: East
Contract Name: DHEFIM SOC - OBC /Appraisal Stage
Project Number: ENV0004670C

Contract Type: Professional Service Contract
Option: Option C

Contract Number: C17707

Stage: SOC_to_OBC

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name DREEM SOC - OIC /Appraisal Stage

Project Number EN0000470C

This contract is made on 02 October 2023 between the Client and the Consultant

This contract is made pursuant to the Framework Agreement (the "Agreement") dated 20th day of April 2019 and Framework Agreement Extension dated 24 April 2023 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 23 inclusive of the Framework Schedules are relied upon within this contract.

The following documents are incorporated into this contract by reference EN0000470C-DREEM_SOC_Scope_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 Options, the Option for resolving and avoiding disputes and secondary Options of the NECA Professional Service Contract June 2017:

Main Option Option C Option for resolving and avoiding disputes W2

Secondary Options

- X2: Changes in the law
- X5: Sectional Completion
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the Client
- X18: Limitation of liability
- X20: Key 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

The service is to undertake a detailed appraisal to address the fluvial flood risk problems in the project area in parts of the wards of Deacons, Holton and Watbury and Old Watbury, including project viability assessment and other necessary activities to production of the OIC.

The Client is Environment Agency
Address for communications: Holton House, Deansley Road, Bristol, BS1 5AH

Address for electronic communications: [Redacted]
The Service Manager is [Redacted]
Address for communications: Environment Agency, Kings Meadow House, Kings Meadow Road, Reading, Berkshire, RG2 9SD

Address for electronic communications: [Redacted]
The Scope is in EN0000470C-DREEM_SOC_Scope_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 conditions to be met key 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 expenses at intervals no longer than 4 weeks

3 Time

The starting date is 02 October 2023

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

Aske 02 October 2023

Feedneth 02 October 2023

Sharnpoint 02 October 2023

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

The completion date for the whole of the service is 12 August 2026

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 Client set total of the Prices is £1,223,671.00

The expenses stated by the Client are as stated in Schedule 9

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 to the cost of support people and office overhead are All UK Offices

If Option C is used

The Consultant's share percentages and the share ranges are:
less than 80% share range 0% Consultant's share percentage
from 80% to 100% as set out in Schedule 17
greater than 100% as set out in Schedule 17

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 X5: Sectional Completion

The *completion date* for each *section* of the *service* is

<i>section</i>	<i>description</i>	<i>completion date</i>
1	Preferred Option Selection	07 July 2025
2	OBC Technical Content Submission	06 May 2026

X7 plus X5

Delay damages for each *section* of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	Preferred Option Selection	██████████
2	OBC Technical Content Submission	██████████

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

£5,000,000

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*

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*

no terms under this cont no beneficiaties under this 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
Berkshire
RG41 5TU

Address for electronic communications

[REDACTED]

The *fee percentage* is

[REDACTED]

[REDACTED]

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

[REDACTED]

Name (2)
Job
Responsibilities
Qualifications
Experience

[REDACTED]

Name (3)
Job
Responsibilities
Qualifications
Experience

[REDACTED]

Name (4)
Job
Responsibilities
Qualifications
Experience

Name (5)
Job
Responsibilities
Qualifications
Experience

Name (6)
Job
Responsibilities
Qualifications
Experience

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

5 Payment

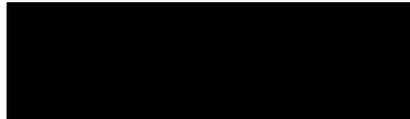
The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications



Address for electronic communications

Name (2)

Address for communications



Address for electronic communications

X10: Information Modelling

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

Contract Execution

Client execution

Signed Underhand by **[PRINT NAME]**

for and on behalf of the Environment Agency



Signature

Date

Role

Consultant execution

Signed Underhand by **[PRINT NAME]**

for and on behalf of

Jacobs UK Ltd



Signature

Date

Role