



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack was V4 in bidder pack)	Go live template (this document)
V2 updates to Z clauses to ensure they are applicable to Main Option and Framework Schedules	Under framework change process

Contract Execution

This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

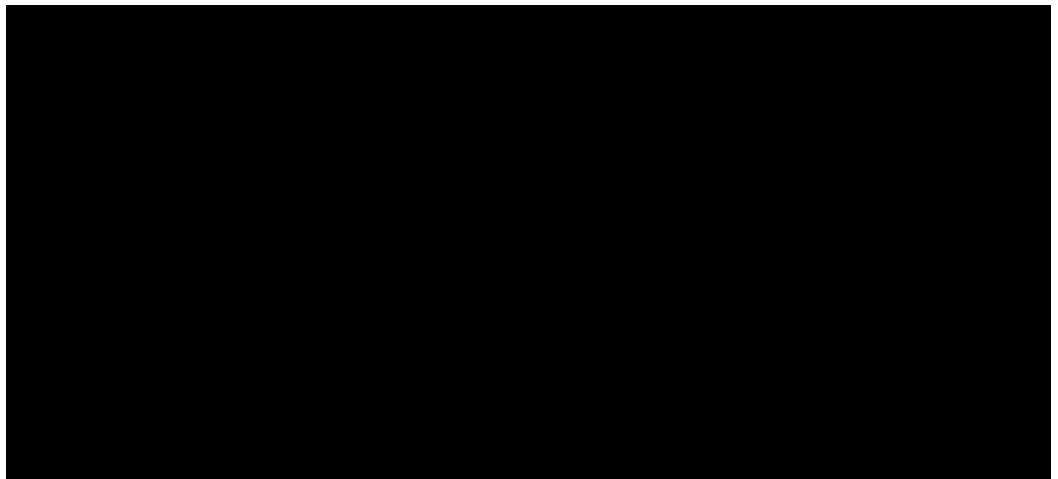
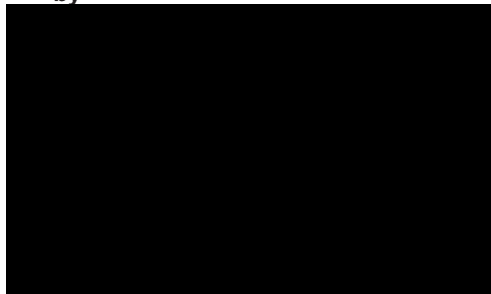
Terms in this agreement have the meanings given to them in the contract between the Environment Agency and JBA Consulting for the SuDS Opportunity Modelling project (the *service*).

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 2024 Mapping and Modelling Framework and executed the framework agreement

Executed under hand

by



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

Secondary Options

X2 Changes in the Law
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

additional conditions of contract
Z1,Disputes
Z2,Prevention
Z6 The Schedule of Cost Components
Z24 Requirements for Invoice

The *service* is

Provision of services to support in delivering the Sustainable Drainage Systems (SuDS) Opportunity Modelling project.

The *Client* is
Name

Address for communications

Address for electronic communication

The *Service Manager* is
Name
Address for communications

Address for electronic communication

The Scope is in

Final SuDS Opportunity Modelling Scope
v2.0

The <i>language of the contract</i> is	<input type="text" value="English"/>		
The <i>law of the contract</i> is the law of	<input type="text" value="England and Wales, subject to the jurisdiction of the courts of England and Wales"/>		
The <i>period for reply</i> is	<input type="text" value="2 weeks"/>	except that	
• The <i>period for reply</i> for	<input type="text" value="n/a"/>	is	<input type="text" value="n/a"/>
• The <i>period for reply</i> for	<input type="text" value="n/a"/>	is	<input type="text" value="n/a"/>

The *period for retention* 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 The *Consultant's* main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

	<i>condition</i> to be met	<i>key date</i>
(1)	<input type="text" value="Not used"/>	<input type="text"/>
(2)	<input type="text" value="Not used"/>	<input type="text"/>
(3)	<input type="text" value="Not used"/>	<input type="text"/>

If Option A is used

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

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

3 Time

The *starting date* is

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

access	access date
(1) Client systems and data	30/01/2025
(2)	
(3)	

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

30/09/2025

If no programme is identified in part two of the Contract Data

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, if not previously provided by the *Consultant*

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

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item	amount

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

Base

rate of the

Bank of England

bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used

The period within which payments are made is

1 Month

If Option C or E is used and the *Client* states any *locations*

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

N/A

6 Compensation events

If there are additional

These are additional compensation events

None

8 Liabilities and insurance

If there are additional
Client's liabilities

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 COVER	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>	<div>£2 million</div> <div>in respect of each claim, without limit to the number of claims</div>	6 years following Completion of the whole works or earlier termination
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 Service	<div>Whichever is greater of £5 million or the amount required by law</div> <div>in respect of each event, without limit to the number of events</div>	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	<div>Whichever is greater of £5 million or the amount required by law</div> <div>in respect of each event, without limit to the number of events</div>	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
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

to be confirmed

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

to be confirmed

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

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 *law of the project* is The law of England and Wales, subject to the jurisdiction of the courts of England and Wales

X5: Sectional Completion

If Option X5 is used The *completion date* for each section of the service is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	[add or state not used]	-
(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 [add here if not using X5] per day

If Option X7 is used with Option X5 Delay damages for each section of the service are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	[add here if not using X5]	-
(2)	-	-
(3)	-	-
(4)	-	-
The delay damages for the remainder of the service are		-

X8: Undertakings to Others

If Option X8 is used The *undertakings to Others* are provided to

-

-

X10: Information modelling

If Option X10 is used

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

X11: Termination by the Client

X13: Performance bond

If Option X13 is used

The amount of the performance bond is

-[add]-

X18: Limitation of liability

If Option X18 is used

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

£2 million

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

£5 million

The *end of liability date* is

6

years after the Completion of the whole of the *service*

~~Y(UK)1: Project Bank Account~~

~~Charges made and interest~~ The ~~Consultant is not~~ to pay any charges made and to be paid any interest paid by the
~~paid by the project bank~~ ~~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 date on which payment becomes due

The period for payment is days after 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
	<input type="text" value="No term under this contract"/>	<input type="text" value="No beneficiary under this contract"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	<input type="text" value="The provisions of Options Y(UK)1"/>	<input type="text" value="Named Suppliers"/>

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

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.

Z6 The Schedule of Cost Components

The Short Schedule of Cost Components are as amended in the Framework Schedule 2

Z24 Requirement for Invoice

Add the following sentence to 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* approval of a fee note.

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made within one week after the paying Party receives an invoice from the other Party and If a certified payment is late, 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

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

Jeremy Benn Associates Limited

Address for communications

Address for electronic communication

The *fee percentage* is

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

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2 The *Consultant*’s main responsibilities

If the <i>Consultant</i> is to provide Scope	The Scope provided by the <i>Consultant</i> is in	N/A
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5 Payment

If the <i>Consultant</i> states expenses	The <i>expenses</i> stated by the <i>Consultant</i> are any item amount	
If Option A or C is used	The <i>activity schedule</i> is	
	The tendered total of the Prices is	

Resolving and avoiding disputes

The <i>Senior Representatives</i> of the <i>Consultant</i> are	
Name (1)	
Address for communications	
Address for electronic communication	
Name (2)	
Address for communications	
Address for electronic communication	

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

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

To be provided within 4 weeks of award

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

N/A

named suppliers are

N/A

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

The *people rates* are

category of person (grade1-5)	Unit (hours)	Rate (Staff Grade Rate Cap £/hr)	Contract Rate	Contract <i>people</i> <i>rate</i> (£/hr)
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