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| <b>Framework:</b>         | <b>Collaborative Delivery Framework</b>          |
| <b>Supplier:</b>          | <b>Jeremy Benn Associates Ltd</b>                |
| <b>Company Number:</b>    | <b>03246693</b>                                  |
| <b>Geographical Area:</b> |  |
| <b>Contract Name:</b>     | <b>WSX Lower Risk Debris Screen - Design Aut</b> |
| <b>Project Number:</b>    | <b>ENV0004369C</b>                               |
| <b>Contract Type:</b>     | <b>Professional Service Contract</b>             |
| <b>Option:</b>            | <b>Option E</b>                                  |
| <b>Contract Number:</b>   | <b>C26169</b>                                    |
| <b>Stage:</b>             | <b>OBC_to_FBC</b>                                |

| Revision | Status |  | Originator |  | Reviewer |  |
|----------|--------|--|------------|--|----------|--|
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## PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

**Project Name** WSX Lower Risk Debris Screen - Design Authority

**Project Number** ENV0004369C

This contract is made on 16 September 2024  
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") Agreement Extension dated 1st April 2023 between the *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated
- 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  
ENV0004369C Wessex Lower Risk Debris Screen DA Scope Review Point 2 V005

### 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 E

Option for resolving and  
avoiding disputes

##### Secondary Options

X2: Changes in the law

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 This role is to provide external assurance to the design and construction phases of the project, ensuring compliance to the guidance (CIRIA - Culvert, screen

The *Client* is Environment Agency

Address for communications Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications

The *Service Manager* is Sean Smithson  
Address for communications Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications

The *Scope* is in  
ENV0004369C Wessex Lower Risk Debris Screen DA Scope Review Point 2 V005

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

The period for reply is 2 weeks

The *period for retention* is 6 years following Completion or ea

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 16th September

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

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

The *completion date* for the whole of the *service* is 28th March

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

### 4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

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

### 5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The forecast of the Prices is £248,773.00

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

## 6 Compensation events

These are additional compensation events

1. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
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 COVER  | PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> |
|--|--|--|
| The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>  | <b>£5,000,000</b> in respect of each claim, without limit to the number of claims    | ars after Compl  |
| 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 | <b>£15,000,000</b> in respect of each claim, without limit to the number of claims   | nths after Com   |
| Death of or bodily injury to the employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract   | <i>Legal minimum</i> in respect of each claim, without limit to the number of claims | <i>period requirec</i>   |

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 **£5,000,000**

## Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is  
Address for communications

'to be confirmed'  
'to be confirmed'

Address for electronic communications

['to be confirmed'](#)

The *Adjudicator nominating body* is

The Institution of Civil Eng

## 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 replaced by:

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



Add the following 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 resulting of rectifying a non-compliance with the Framework Agreement and/or

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

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

### **Z23 Linked contracts**

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* 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.

### **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* certificate.

Delete existing clause 51.2 and replace with:

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

### **Z25 Risks and insurance**

The *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement

## **Z 29 Payment for Service Provided to Date**

Delete existing clause 11.2 (21) and replace with:

"11.2 (21) The Price for Service Provided to Date is the total Defined Cost which the *Service Manager* forecasts will have been paid by the *Consultant* before the next assessment date plus the Fee. The Price for Service Provided to Date shall not exceed the forecast for the same as provided under clause 20.5"

### Z111 PSC – Fee adjustment for non compliance with Scope

Delete existing 11.2 (8) and replace with the following clause

The Fee is the amount calculated by applying the fee percentage to the amount of the Defined Cost excluding the cost of Subcontractors that have not complied with procurement by best value processes as defined in the Scope. 80% of the fee percentage is applied to the amount of the Defined Cost for Subcontractors that have not complied with procurement by best value processes as defined in the Scope.

### Z120 PSC – Carbon reduction

| Ref. (Clause No.)         | Clause words   |
|---------------------------|--|
| 11.2<br>Definitions       | Add as Clause 11.2(36)<br>(36) The Performance Table states the targets the <i>Consultant</i> is to achieve in Providing the Service and sets out the adjustment to payment if a measured performance is higher, the same or lower than its target. The Performance Table is the <i>performance table</i> unless <del>later changed in accordance with the contract</del>  |
| 15.1<br>Early Warning     | In Clause 15.1 add as a new bullet between the second and third bullet:<br>"• result in a target in the Performance Table not being  |
| 42.2<br>Accepting Defects | Delete Clause 42.2 and replace with:<br>'If the <i>Consultant</i> and the <i>Service Manager</i> are prepared to consider the change, the <i>Consultant</i> submits a quotation to the <i>Service Manager</i> for acceptance including any combination of:<br>• reduced Prices<br>• an earlier Completion Date<br>• a revised programme<br>• changes to the Performance Table<br><br>If the quotation is accepted, the <i>Service Manager</i> changes the Scope, the Prices, the Completion Date and the Performance Table accordingly and accepts the |
| Performance Measurements  |  |
| 57                        | Add as Clause 57:  |
| 57.1                      | From the starting date until the Completion Date, the <i>Consultant</i> reports to the <i>Service Manager</i> its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.   |
| 57.2                      | If the <i>Consultant's</i> performance against a target in the Performance Table is not achieving or is forecast not to achieve the performance target stated, it submits to the <i>Service Manager</i> for acceptance its proposals for improving performance.<br><br>A reason for not accepting the proposals is that they will not provide the improvement in performance needed to <del>achieve the target in the Performance Table</del>  |
| 57.3                      | At the dates stated in the Performance Table,<br>• if the relevant performance does not meet the target stated in the Performance Table, the <i>Consultant</i> pays the amount stated in the Performance Table,<br><br>• if the relevant performance exceeds or meets the target stated in the Performance Table, the <i>Consultant</i> is paid the amount stated in the Performance Table.  |
| 57.4                      | Information in the Performance Table is not Scope.   |

The *performance table* is [PSC-carbon-performance-table.xlsx](#)

|   |
|---|
| the Performance Table for this contract type [form, Partner, Stage] as set out in the Carbon Methodology dated 08 June 2023 |
|---|

## 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 f  
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  
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  
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

intervals of

## Part Two - Data provided by the *Consultant*

Completion of the data in full, according to the Options chosen, is essential to create a complete

### 1 General

The *Consultant* is  
Name

[REDACTED]

Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

Address for electronic communications

The *fee percentage* is

Option E

10.00%

The *key persons* are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

Project Manager

Qualifications

BSc MCIWEM

Experience

Over 10 years' experience in flood risk and project ma

Name (2)

[REDACTED]

Job

[REDACTED]

Responsibilities

[REDACTED]

Qualifications

[REDACTED] FCIWEM MASCE MIEI

Experience

Over 40 years' experience in water engineering, flood r

Name (3)

[REDACTED]

Job

[REDACTED]

Responsibilities

Lead Design Authority

Qualifications

MEng PhD CEng MICE

Experience

27 years' experience of hydraulic engineering and flood

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

### Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]  
Address for communications  
JBA Consulting  
1 Broughton Park  
Old Lane North  
Broughton  
Skipton  
North Yorkshire

Address for electronic communications  
[REDACTED]

Name (2) [REDACTED]  
Address for communications  
JBA Consulting  
West Point  
Peterborough Business Park  
Peterborough  
PE2 6GG

Address for electronic communications  
[REDACTED]

## **X10: Information Modelling**

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



contract.

nagement

risk manage


d and coasta





## Contract Execution

### *Client* execution

Signed Underhand by 




Project Executive

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Signature

Date

### *Consultant* execution

Signed Underhand by 

Jeremy Benn Associates

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09/09/2024

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Signature

Date