



<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>South East</b>
<b>Contract Name:</b>	<b>Implementation of Wye Section 57 recommendations</b>
<b>Project Number:</b>	<b>ENV6006932R</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option E</b>
<b>Contract Number:</b>	<b>C20567</b>
<b>Stage:</b>	<b>Other</b>

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name	Implementation of Wye Section 57 recommendations
Project Number	ENW60000326
	This contract is made on 01 November 2023 between the Client and the Consultant
	• This contract is made pursuant to the Framework Agreement (the "Agreement"), dated 01st day of April 2019 and Framework 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 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

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 NECA Professional Service Contract June 2017:

Main Option	<div>Option E</div>	Option for resolving and avoiding disputes	<div>W2</div>
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Secondary Options

X3: Changes in the law

X8: Undertakings to Others

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 contract is for the implementation of the Section 57 recommendations provided regarding Drought Management of the River Wye catchment.

The Client is	Environment Agency
Address for communications	<div></div>
Address for electronic communications	<div></div>
The Service Manager is	<div></div>
Address for communications	<div></div>
Address for electronic communications	<div></div>

The Scope is in

Wye Section 57 recommendations to progress

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	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	15 October 2023
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 30 April 2024

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 forecast of the Prices is	
The expenses stated by the Client are as stated in Schedule 9	

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

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

6 Compensation events

These are additional compensation events

- Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
- 'not used'
- 'not used'
- 'not used'
- 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

- 'not used'
- 'not used'
- '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 SERVICE OR TERMINATION
The Consultant's failure to use the sub and care normally used by professionals providing services similar to the service	<b>£5,000,000</b> in respect of each claim, without limit to the number of claims	12 years after Completion
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Consultant) arising from or in connection with the Consultant's Providing the Service	<b>£15,000,000</b> in respect of each claim, without limit to the number of claims	12 months after Completion
Death of or bodily injury to the employees of the Consultant arising out of and in the course of their employment in connection with the contract	Legal minimum in respect of each claim, without limit to the number of claims	For the period required by law
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	<b>£5,000,000</b>	

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  
The Adjudicator nominating body is

[To be confirmed](#)  
The Institution of Civil Engineers

2 Clauses

21 Disputes

Delete existing clause W2.1

22 Prevention

The text of clause 18 Prevention is deleted.  
Delete the text of clause 60.1(2) and replace 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.

23 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 bullet after 'and the cost of':  
• Retention or delays caused by the Consultant's failure to follow standards in Scope/quality plans  
• Suspension 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 adverse 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 materials  
• Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)  
• Any time 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 programme Completion, if delay is due to Consultant performance  
• Costs associated with notifications 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

26 The Schedule of Cost Components

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

223 Linked contracts

Issue 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.

224 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  
• seven 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

225 Risk and Insurance

The Consultant is required to submit insurances annually as Clause 24 of the Framework Agreement

2.29 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"

2111 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 to 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 to best value processes as defined in the Scope.

2120 PSC - Carbon reduction

Ref. (Clause No.)	Clause words
11.2 Performance	Add as Clause 11.2(36) 11(36) The Performance Table states the targets the Consultant is to achieve in Providing the Service and sets out the adjustment to payment if measured performance is higher, the same or lower than its target. The Performance Table is the performance table unless later changed in accordance with the contract.
15.1 Early Warning	In Clause 15.1 add as a new bullet between the second and third bullet: • result in a target in the Performance Table not being met.
42.2 Accepting Defects	Delete Clause 42.2 and replace with: If the Consultant and the Service Manager are prepared to consider the change, the Consultant submits a quotation to the Service Manager for acceptance including any consideration of: •Billed Price •CB under Completion Date •Revised Programme •Changes to the Performance Table If the quotation is accepted, the Service Manager changes the Scope, the Price, the Completion Date and the Performance Table accordingly and accepts the revised programme.
Performance Measurements	
57	Add as Clause 57:
57.1	From the starting date until the Completion Date, the Consultant reports to the Service Manager its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the Consultant's performance against a target in the Performance Table is not achieving or it forecast not to achieve the performance target stated, it submits to the Service Manager for acceptance its proposals for improving performance.  A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target in the Performance Table.
57.3	At the date stated in the Performance Table, • If the relevant performance does not meet the target stated in the Performance Table, the Consultant pays the amount stated in the Performance Table. • If the relevant performance exceeds or meets the target stated in the Performance Table, the Consultant 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 the 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 X8: Undertakings to Others

The *undertakings to Others* are provided to

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

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*

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



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 Ltd

Address for communications  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

Address for electronic communications  
[Redacted]

The fee percentage is  
Option E 10.00%

The key persons are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

Name (2)  
Job  
Responsibilities  
[Redacted]  
[Redacted]

[Redacted]  
[Redacted]  
[Redacted]  
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[Redacted]  
[Redacted]

[Redacted]  
[Redacted]

Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register

**3 Time**

The programme identified in the Contract Data is  
  
JBA aims to complete the project by the end of April 2024, but this

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]  
Address for communications  
[redacted]  
[redacted]  
[redacted]  
[redacted]  
[redacted]

Address for electronic communications  
[redacted]

Name (2)  
Address for communications

Address for electronic communications

**X10: Information Modelling**

The *information execution plan* identified  
in the Contract Data is  
Wye section 57 recommendations to progress.xlsx

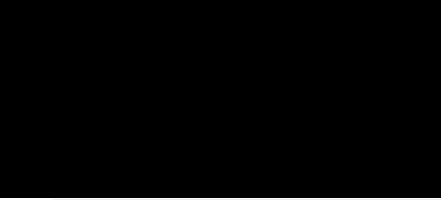
# Contract Execution

## Client execution

S  
  
01/11/2023  
\_\_\_\_\_  
Signature Date

for and on behalf of the Environment Agenc  
  
Water Resources Manager  
\_\_\_\_\_  
Role

## Consultant execution

Signed Underhand by [PRINT NAME]  
  
23/10/2023  
\_\_\_\_\_  
Signature Date

for and on behalf of Jeremy Benn ,  
  
Director  
\_\_\_\_\_  
Role



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Associates

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