



# Professional Service Contract

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## 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
V4 updated start data and signature fields	
V2. Signed amendment 15/10/24	Updated X10 on P.10 to state '4 weeks'

## 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 Ltd for Severn Valley Technical Reviews 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**

The Environment Agency ..... (*Client*)

[Redacted]

[Redacted]

Position: Senior Project Manager

Date: . 01/10/24

[Redacted], for and on behalf of **Jeremy Benn Associates Limited** (*Consultant*)

**Signature:**

[Redacted]

**Role:** Director | Framework Manager

**Date:** 30/09/2024

(Named Suppliers)

# 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

A

Option for resolving and avoiding disputes

W2

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

*additional conditions of contract*

Z1, Disputes  
Z2, Prevention  
Z3, Disallowable Costs  
Z6 The Schedule of Cost Components  
Z24 Requirements for Invoice

The service is

Technical Flood Risk Modelling reviews and technical modelling and hydrology advice for Severn Valley Water Management Scheme project.

The Client is

Name

Environment Agency

Address for communications

Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications

enquiries@environment-agency.gov.uk

The Service Manager is

Name

[REDACTED]

Address for communications

Aqua House, 20 Lionel Street, Birmingham,  
B3 1AQ

Address for electronic communications

[REDACTED]

The Scope is in

2024\_08\_01\_SVWMS third party review  
scope v6.0\_Final.doc

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

The *period for retention* is 

6

 year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

Data delays/ resource shortages/ EA delays/ multiple review periods

Early warning meetings are to be held at intervals no longer than

2 weeks

## 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)	<div>Not used</div>	<div></div>
(2)	<div>Not used</div>	<div></div>
(3)	<div>Not used</div>	<div></div>

If Option A is used

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

4 weeks

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

Not applicable

## 3 Time

The *starting date* is

07/10/2024

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

access	access date
(1) [add]	[add DD/MM/YYYY]
(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

31/03/27

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 SERVICE 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>	£2 million in respect of each claim, without limit to the number of claims	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	Whichever is greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	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 greater of £5 million or the amount required by law in respect of each event, without limit to the number of events	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

Environment Agency  
Alchemy  
Welwyn Garden City

Address for electronic communications

Name (2)

Address for communications

Lateral  
8 City Walk  
Leeds West Yorkshire LS11 9AT  
United Kingdom

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

## 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

4 weeks

## X11: Termination by the *Client*

## X18: Limitation of liability

If Option X18 is used

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

£5 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)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

14

days after the date on which payment becomes due

## 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.

### Z3 Disallowed Costs - Option A contracts only

Add sub-bullets to clause 60.1(1) second bullet, second sub-bullet:

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality
- 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 result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

### 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 Ltd

Address for communications

1 Broughton Park  
Old Lane North  
Broughton  
Skipton  
BD23 3FD

Address for electronic communications

[REDACTED]

The *fee percentage* is

0.01 %

The *key persons* are

Name (1)

[REDACTED]

Job

[REDACTED]

Responsibilities

Project Manager

Qualifications

[REDACTED]

Experience

[REDACTED]

Name (2)

[REDACTED]

Job

Principal Analyst

Responsibilities

Lead Model Reviewer

Qualifications

[REDACTED]

Experience

[REDACTED]

The following matters will be included in the Early Warning Register

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## 2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

## 5 Payment

If the *Consultant* states expenses

The expenses stated by the *Consultant* are any

item

amount

If Option A or C is used

The *activity schedule* is

Q24-1741 - SVWMS  
Activity Schedule v2.pdf

The total of the Prices is £33,504

## Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

JBA Consulting  
Floor 4  
Maybrook House  
31/35 Grainger Street  
Newcastle upon Tyne  
NE1 5JE

Address for electronic communications

[ellie.charles@jbaconsulting.com](mailto:ellie.charles@jbaconsulting.com)

Name (2)

Address for communications

JBA Consulting,  
35 Perry Mount Rd,  
Haywards Heath,  
West Sussex.  
RH16 3BW

Address for electronic communications

## 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

## 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 Variance (≤1)	Contract <i>people</i> rate (£/hr)
Grade 2	11	15	1	14
Grade 4	13	16	1	15
Grade 5	22	22	1	21