



**Framework:**  
**Supplier:**  
**Company Number:**

**Mapping & Modelling Framework**  
**Jeremy Benn Associates Ltd**



**Geographical Area:**  
**Project Name:**  
**Project Number:**

**National**  
**FIP-Coastal-C01-Wave Overtopping**  
**ENV0002867C**

**Contract Type:**  
**Option:**

**Professional Service Contract**  
**Option A**

**Contract Number:**

**30231**

| Revision | Status |  | Originator |  | Reviewer |  | Date |
|----------|--------|--|------------|--|----------|--|------|
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## PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framework CONTRACT DATA

**Project Name** FIP-Coastal-C01-Wave Overtopping

**Project Number** ENV0002867C

This contract is made on 24 July 2020  
between the *Client* and the *Consultant*

This Contract is made pursuant to the Framework Agreement (the "Agreement") dated 16th day of May 2019 between the *Client* and the *Consultant* in relation to the NGS Mapping and Modelling Support Framework. The entire Agreement and the following schedules are incorporated into this Contract by reference

- Schedules 1 to 22 inclusive
- 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 NEC4 Professional Service Contract June 2017.

Main  
Option

Option A

Option for resolving and  
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

Z: *Additional conditions of contract*

The *service* is *Provision of Coastal Wave Overtopping Trail*

The *Client* is *Environment Agency*

Address for communications *Horizon House  
Deanery Road  
BRISTOL  
BS1 5AH*

Address for electronic communications [debra.Bravosolution.co.uk](mailto:debra.Bravosolution.co.uk)

The *Service Manager* is

Address for communications *Environment Agency*

Address for electronic communications

The Scope is in  
C01\_Wave\_Overtopping\_Scope\_003

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 #NULL! following Completion or earlier termination

The following matters will be included in the Early Warning Register  
 #NULL!  
 #NULL!  
 #NULL!  
 #NULL!

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  
 'none set' *key date*  
 'none set' 'none set'  
 'none set' 'none set'

The *Consultant* prepares forecasts of the total *expenses*  
 at intervals no longer than 4 weeks

## 3 Time

The *starting date* is 12 October 2020

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 31 March 2021

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

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

## 6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in ac
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  | 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>  | £ 5 Million<br>in respect of each claim, without limit to the number of claims   | 12 Years  |
| 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> ) from or in connection with the <i>Consultant</i> Providing the Service | £ 5 Million<br>in respect of each claim, without limit to the number of claims   | 12 Months   |
| 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   | Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims | For the period required by law  |
| The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters limited to                                |  | £ 5 Million   |

## Resolving and avoiding disputes

|   |                                    |
|---|------------------------------------|
| The <i>tribunal</i> is                    | Litigation in the courts           |
| The <i>Adjudicator</i> is                 | 'to be confirmed'                  |
| Address for communications                | 'to be confirmed'                  |
| Address for electronic communications     | <a href="#">'to be confirmed'</a>  |
| The <i>Adjudicator nominating body</i> is | The Institution of Civil Engineers |

## 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 are 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 sub contractor, 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 any call off contracts following an audit

### Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant*;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager*.

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

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

## **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

## 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 first Information Execution Plan for acceptance is

1

### Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which payment becomes due

## 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]

Email address

[REDACTED]

The subcontract *fee percentage* is

Option A

[REDACTED] rates

The *key persons* are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

[REDACTED]

The *key persons* are

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

[REDACTED]

The *key persons* are

Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

[REDACTED]

The *key persons* are

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

[REDACTED]

The *key persons* are

Name (5)  
Job  
Responsibilities  
Qualifications  
Experience

[REDACTED]

The *key persons* are

Name (6)  
Job  
Responsibilities  
Qualifications  
Experience

[REDACTED]

The *key persons* are

Name (7)  
Job  
Responsibilities

[REDACTED]

Contract Execution

Client execution

Signed under hand by for and on behalf of the Environment Agency

[Redacted Signature]

Signature

Role

Consultant execution

Consultant execution

Signed under hand by for and on behalf of Jeremy Benn Associates Ltd

[Redacted Signature]

Signature

Role