



Framework:	Collaborative Delivery Framework
Supplier:	Jeremy Benn Associates Ltd
Company Number:	03246693
Geographical Area:	
Contract Name:	River Derwent and Wye Modelling Project
Project Number:	ENV0005738C
Contract Type:	Professional Service Contract
Option:	Option C
Contract Number:	C15906
Stage:	Other

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

Project Name
New Demand and Way Modeling Project

Project Number
0000000000

The contract is made on
between The Client and The Consultant

- The contract is made pursuant to the Framework Agreement (the "Framework") dated 1st Feb. of April 2023 and Framework Agreement Addendum dated 01 April 2023 between the Client and the Consultant in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedule are incorporated into this contract by reference.
- Schedule 1 to 32 inclusive of the Framework is/are incorporated into this contract.
- The following documents are incorporated into this contract by reference:
a) Schedule 1: Risk Mitigation Framework Requirements for Modeling, Third-Party Modeling Request Document - November 2022; Request Document Request 1 to 20 2023; WYS, PWS, New Demand Modeling Project, 1st Feb. 2023; Third-Party Modeling Request 1st - November 2022; WYS, PWS, New Demand Modeling Project, 1st Feb. 2023.

Part One - Data provided by the Client

Statements given in the Contract

1 General

The conditions of contract are the conditions and the clauses for the following main options, the option for meaning and avoiding disputes and excluding disputes of the New Professional Service Contract Form 2023.

Main Option C Option for meaning and avoiding disputes

Secondary Options

- X1: Changes in the law
- X5: Transfer of rights
- X10: Information modeling
- X11: Termination by the Client
- X12: Construction Modeling
- X13: New Performance Indicators
- X14: The Housing Grants, Construction and Regeneration Act 1996
- X15: The Contracts (Rights of Third Parties) Act 1999
- X16: Additional conditions of contract

The service is Modeling of New Demand in Definitive to gain better understanding of the Road risk along with an assessment of Road design in Collaborative Framework, to take a Road to Definitive understanding and properties. The results of the study will be used to identify potential Road risk management schemes, plan road works, identify road investment and maintenance as well as future spatial planning.

The Client is Environment Agency
Address for correspondence
Address for electronic communications
The Model Manager is
Address for correspondence
Address for electronic communications

The Project is New Demand and Way Model PWS Request Road 2023
The duration of the contract is 6 weeks
The date of the contract is 01/01/2023
The law of England and Wales, subject to the jurisdiction of the courts of England and Wales
The period for payment is 4 weeks
The period for completion is 4 weeks

The following documents will be included in the New Demand Register
Early warning meetings are to be held at intervals of 4 weeks

The new design and conditions to be met are
The new design and conditions to be met are
The new design and conditions to be met are
The new design and conditions to be met are

2 Time

The contract date is 01 December 2023
The client provides access to the following services, advice and third parties
The client provides access to the following services, advice and third parties
The client provides access to the following services, advice and third parties
The client provides access to the following services, advice and third parties

The consultant provides progress reports at intervals no longer than 4 weeks
The completion date for the whole of the service is 01 June 2023

The period after the contract date within which the Consultant is to deliver a first progress report is 4 weeks

4 Quality management

The period after the contract date within which the Consultant is to deliver a quality plan is 4 weeks
The period between completion of the whole of the service and the delivery date is 20 weeks

5 Payment

The currency of the contract is the £ sterling
The payment period is 4 weeks
The client will pay the price of the service
The payment period for the client is 4 weeks
The payment period for the client is 4 weeks
The payment period for the client is 4 weeks
The payment period for the client is 4 weeks

6 Other

The Consultant's share percentage, and the share (range) in the contract is 10%
The Consultant's share percentage, and the share (range) in the contract is 10%
The Consultant's share percentage, and the share (range) in the contract is 10%
The Consultant's share percentage, and the share (range) in the contract is 10%

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 2 weeks

OPTION X18: Limitation of liability

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

£ [REDACTED]

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

£ [REDACTED]

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*

not used not used

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
North Yorkshire
BD23 3FD

Address for electronic communications

The *fee percentage* is

Option C

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

Name (3)

Job

Responsibilities

Qualifications

Experience

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

The Consultants estimate of the outturn Aggregated Price
for the Services is in excess of the Client Set Price.

3 Time

The programme identified in the Contract Data is
TBC

5 Payment

The *activity schedule* is
TBC

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

Name (2) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
Address for electronic communications
[redacted]

X10: Information Modelling

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

Contract Execution

Client execution

Signed Underhand by

/01/2024

Signature

Date

for and on behalf of the Environment Agency

Project Team Leader

Role

Consultant execution

Signed Underhand by

4/12/2023

Sig

Date

for and on behalf of

Jeremy Benn Associates

Associate Director

Role