



Framework:	Collaborative Delivery Framework
Supplier:	Jeremy Benn Associates Ltd
Company Number:	03246693
Geographical Area:	South East
Contract Name:	EAN Mapping & Modelling Package 2023
Project Number:	ENV0005257C
Contract Type:	Professional Service Contract
Option:	Option C
Contract Number:	P-32121
Stage:	Other

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

Project Name
K&W Mapping & Modelling Package 2021

Project Number
K&W00000000

This 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 2019 and Framework Agreement Variations dated 10 April 2021 between the Client and the Consultant in relation to the Collaborative Delivery Framework. The entire agreement and the Framework Variations are incorporated into this contract by reference.

* Schedules 1 to 32 (inclusive) of the Framework Variations are incorporated into this contract.

* The following documents are incorporated into this contract by reference

Part One - Data provided by the Client

Statements given in

1 General

The conditions of contract set the out client and the clauses for the following main options, the option for meeting and avoiding disputes and secondary options of the K&W Professional Service Contract June 2021.

Main
Option C

Option for meeting and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X6: Transfer of rights

X22: Information modelling

X23: Termination by the Client

X24: Variation of liability

X25: Key Performance Indicators

Y2A22: The Housing Grants, Construction and Regeneration Act 1996

Y2A23: The Contracts (Rights of Third Parties) Act 1999

Z: Additional conditions of contract

The service is
This contract is to provide modelling, mapping, survey and digitisation related services to deliver the K&W Mapping & Modelling 2021 Package for the full term between 2021 and 2026.

The Client is

Address for correspondence

Address for electronic communications

The Service Manager is

Address for correspondence

Address for electronic communications

The Service is in

Region: K&W Mapping and Modelling Package Region 2021, V1

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 notice is

2 weeks

The period for variation 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 of

2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are

conditions to be met

Key dates

Key dates

Key dates

The Consultant provides the services of the total defined cost plus fee

and payment of overheads in respect of

6 weeks

3 Time

The starting date is

01 November 2021

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

Access

Access date

End date

01 November 2021

The Consultant submits revised programmes at intervals no longer

4 weeks

The completion date for the whole of the service is

31 March 2025

The period after the Contract Date within which the Consultant is to

submit a final programme for acceptance is

4 weeks

4 Quality management

The period after the Contract Date within which the Consultant is to

submit a quality plan, 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 payment interval is

Monthly

The Client will total of the price is

£210,000.00

The expenses stated by the Client are included in Schedule 1

The interest rate is

2.00%

per annum (not less than 0.1 above the

Base

rate of the

Bank of England

The currency for which the Consultant provides a

change for the cost of support people and office

AS UK OFFICE

6 Option C is used

The Consultant's share percentages and the share classes are:

Share class

Consultant's share percentage

Share class

Share class

Share class

Share class

Share class

Share class

6 Communication events

There are additional communication events

1. Not used
2. Not used
3. Not used
4. Not used
5. Not used

8 Limitation and insurance

There are additional client's liabilities

1. Not used
2. Not used
3. Not used

The maximum amount of cover and the periods for which the Consultant's insurance resources are

EVENT	MAXIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE SCOPE OF THE SERVICE OR TRANSPORTATION
The Consultant's liability to the client and liability owed to the professional indemnity services under the contract	€10,000,000 in respect of the number of claims	6 years after completion
Loss of or damage to property and liability to third parties in respect of a project (not an employee of the Consultant) arising from the Consultant providing its services	€10,000,000 in respect of the claims arising from the number of claims	12 months after completion
Death of or bodily injury to the employees of the Consultant arising from 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 the law
The Consultant's total liability to the client for its contractual and/or non-contractual and/or excluded matters is limited to	€10,000,000	

Resolving and avoiding disputes

See contract in relation to the courts

The Arbitration is

To be confirmed

Address for communications

To be confirmed

Address for electronic communications

To be confirmed

Electronic communication details

To be confirmed

2 Clauses

21 Disputes

21.1 Disputes

Dispute resolution clause will be

21.2 Disputes

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21.3 Disputes

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21.4 Disputes

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21.140 Disputes

Dispute resolution clause will be

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 £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*

No terms under this contract No beneficiary under this contract

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

Address for communications

Address for electronic communications

The *fee percentage* is

Option C

15.50%

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

[REDACTED]
[REDACTED]
[REDACTED]

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]

Address for electronic communications
[REDACTED]

X10: Information Modelling

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

***Client* execution**

for and on behalf of the Environment Agency

Project Manager

Date

Role

[REDACTED]

Jeremy Benn Associates

Associate Director

Role