[redacted]

Framework:	**Client Support Framework**
Supplier:	**Jeremy Benn Associates Ltd**
Company Number:	[redacted]
Geographical Area:	**National**
Project Name:	**Nuclear New Build PSO Support**
Project Number:	[redacted]
Contract Type:	**Professional Service Contract**
Option:	**Option E**
Contract Number:	[redacted]

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name Nuclear New Build PSO Support

Project Number ENVNUCL000005

This contract is made on 15 June 2020
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference

- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.

- The following documents are incorporated into this contract by reference
  Scope:
  Nuclear New Build Essex PSO Support – Technical Services Contract _ V5.2
  Date: 27/05/2020

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 E

Option for resolving and avoiding disputes: W2

Secondary Options

X2: Changes in the law

X5: Sectional Completion

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of liability

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 Provide support to Client's PSO team for the Nuclear New Build Programme, particularly Bradwell.

The *Client* is [redacted]

Address for communications [redacted]

Address for electronic communications [redacted]

The *Service Manager* is [redacted]

Address for communications [redacted]

Address for electronic communications [redacted]

The Scope is in
[redacted]

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
Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, until 30 June

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

condition to be met	*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 17 June 2020

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

access	*access date*
Asite	17 June 2020
Fastdraft	17 June 2020

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 6.

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

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

The *exchange rates* are those published in
on

6 Compensation events

These are additional compensation events

1. 'not used'
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 *SERVICE* OR TERMINATION

The *Consultant's* failure to use the skill and care normally used by professionals providing services similar to the *service*	£5 million 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 *Consultant) arising* from or in connection with the *Consultant* Providing the Service	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	12 months
Death of or bodily injury to employees of the *Consultant* 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 *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
The *Adjudicator* is	'to be confirmed'	
Address for communications	'to be confirmed'	
Address for electronic communications	'to be confirmed'	
The *Adjudicator nominating body* 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 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
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 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

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 6.

Z7 Linked contracts
Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract 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.

Z8 Requirement for Invoice

Insert the following sentence at 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 insert the following:

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
• three 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

Z9 Conflict of Interest
The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client,* in its sole discretion, may terminate this Contract.

Z10 Change in Control
The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z11 Rate Increase Provision
Contracts with a duration of less than two years, which are extended over this duration by the *Service Manager* due to *Client* Scope increases, may apply a rate review as follows. The *Consultant* will charge the *Client* the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

Z12 Waiver
No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or dimunition of the obligations established by the Contract.

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 X5: Sectional Completion

The *completion date* for each *section* of the *service* is

section	description	*completion date*
1		

OPTION X7: Delay damages

X7 only

Delay damages for Completion of the whole of the *service* are

per day

X7 plus X5

Delay damages for each *section* of the *service* are

section	description	amount per day
1		

The delay damages for the remainder of the *service* are

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

£1,000,000.00

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

£5,000,000.00

The *end of liability date* is 6 Years after the Completion of the whole of the *service*

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

Y(UK3): 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 and company number: Jeremy Benn Associates Ltd

Address for communications: [redacted]

Address for electronic communications: [redacted]

The *fee percentage* is: [redacted] [redacted]

The *key persons* are

Name (1): [redacted]
Job: [redacted]
Responsibilities: [redacted]
Qualifications: [redacted]
Experience: [redacted]

The *key persons* are

Name (2): [redacted]
Job: [redacted]
Responsibilities: [redacted]
Qualifications: [redacted]
Experience: [redacted]

The *key persons* are

Name (3): -
Job: -
Responsibilities: -
Qualifications: -
Experience: -

The *key persons* are

Name (4): -
Job: -
Responsibilities: -
Qualifications: -
Experience: -

The *key persons* are

Name (5): -
Job: -
Responsibilities: -
Qualifications: -
Experience: -

The *key persons* are

Name (6): -
Job: -
Responsibilities: -
Qualifications: -
Experience: -

The *key persons* are

Name (7)	-
Job	-
Responsibilities	-
Qualifications	-
Experience	-

The following matters will be included in the Early Warning Register

The spread of Coronavirus (COVID-19) may impact on the progress of this project. Travel may be restricted, access to JBA, EA and other offices curtailed and meetings may be deferred

-
-
-
-
-
-
-

3 Time

The programme identified in the Contract Data is

N/A

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) *Jeremy Benn (CSF Framework Director)*
Address for communications
JBA Consulting
[redacted]
Address for electronic communications
[redacted]

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

X10: Information Modelling

The *information execution plan* identified in the Contract Data is
N/A

Contract Execution

***Client* execution**

Signed under hand by [redacted] for and on behalf of **the Environment Agency**

Signature

Project Manager

Role

***Consultant* execution**

***Consultant* execution**

Signed under hand by [redacted] for and on behalf of **Jeremy Benn Associates Ltd**

[redacted]

Signature

Director

Role