



Framework: Collaborative Delivery Framework

Supplier: Jeremy Benn Associates Ltd

Company Number: 03246693

Geographical Area: South East

South East The Esplanade Cliff Erosion Risk Management, Telscombe

Project Name: Pre-SOC JBA Project Number: ENV0003546C

Contract Type: Professional Service Contract

Option: Option E

Contract Number: 33250

Stage: Pre_SOC

Revision	Status		Originator		Reviewer		Date	

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name The Esplanade Cliff Erosion Risk Management, Telscombe Pre-SOC JBA

Project Number

ENV0003546C

This contract is made on 09 August 2021 between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference PSC pre-SOC Scope_Telscombe Cliffs Erosion v1

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 E
Option for resolving and avoiding disputes

Option E

W2

Secondary Options

X2: Changes in the law

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) $\triangle ct$ 1999

Z: Additional conditions of contract

The service is

Develop an economic, environmentally and technically viable scheme to reduce the risk to people, property and infrastructure due to coastal erosion at The Esplanade, Telscombe Cliffs, East Sussex. The objective of this project stage is to deliver a Strategic Outline

Business Case (SOC) that is ready to be submitted to LPRG for review.

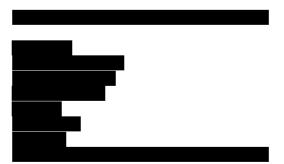
The Client is Environment Agency

Horizon House Deanery Road Bristol BS1 5AH

Address for electronic communications

The *Service Manager* is Address for communications

Address for communications



Address for electronic communications

The Scope is in

PSC pre-SOC Scope_Telscombe Cliffs Erosion 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 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

Early warning meetings are to be held at intervals no

2 weeks

longer than

2 The Consultant's main responsibilities

The key dates and conditions to be met are

conditions 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 09 August 2021

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

access access date **ASite** 16 August 2021 SharePoint 16 August 2021 Fast Draft 16 August 2021

The Consultant submits revised programmes at intervals no 4 weeks longer than

The completion date for the whole of the service is 31 March 2022

The period after the Contract Date within which the Consultant is 4 weeks to submit a first programme for acceptance is

4 Quality management

The period after the Contract Date within which the ${\it Consultant}$ 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

5 Payment

The *currency of the contract* is the £ sterling

The assessment interval is Monthly

The forecast of the Prices is £109,189.42

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

per annum (not less than 2) above the The interest rate is 2.00%

Base rate of the Bank of England

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

6 Compensation events

These are additional compensation events

'not used'

2. 'not used' 3. 'not used'

'not used' 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used' 'not used'

2. 'not used' 3.

The minimum amount of cover and the periods for which the Consultant maintains insurance are

EVENT MINIMUM AMOUNT OF PERIOD FOLLOWING COMPLETION OF THE COVER WHOLE OF THE SERVICE OR TERMINATION

use the skill and care normally used by professionals providing services similar to the

service

The Consultant's failure to £5,000,000 in respect of each claim, without limit to the number of claims

12 years after Completion

26 weeks

Loss of or damage to bodily injury to or death of the number of claims a person (not an employee of the Consultant) arising from or in connection with the Consultant Providing

the Service

£15,000,000 in respect of property and liability for each claim, without limit to 12 years after Completion

Death of or bodily injury to Legal minimum in respect For the period required by law the employees of the of each claim, without limit Consultant arising out of to the number of claims and in the course of their

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

employment in connection

with the contract

£5,000,000

Resolving and avoiding disputes

The tribunal is litigation in the courts

The Adjudicator is Address for communications

'to be confirmed' '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 replaced by: 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

Add the following 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

Z6 The Schedule of Cost Components

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

Delete existing clauses 54 and 93.4 and replace with:

54.7 The Project Manager assess the Contractor's share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Work Done to Date. The difference is divided into increments falling within each of the share ranges. The limits of a share range are the Aggregated Price for Work Done to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The Contractor's share equals the sum of the products of the increment within each share range and the corresponding Contactor's share percentage.

54.8 If the Aggregated Price for Work Done to Date is less than the Aggregated Total of the Prices, the Contractor is paid its share of the saving. If the Aggregated Price for Work Done to Date is greater than the Aggregated Total of the Prices, the Contractor pays its share of the excess.

54.9 If, prior to the Completion Date, the Aggregated Price for Work Done to Date exceeds 110% of the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Total of the Prices is retained from the

Contractor 54.10 The Project Manager makes a preliminary assessment of the Contractor's share at Completion of the Whole of

the works using forecasts of the final Aggregated Price for Work Done to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the works. 54.11 The Project Manager makes a final assessment of the Contractor's share, using the final Aggregated Price for

Work Done to Date and the final Aggregated Total of the Prices. This share is included in the final amount due. 93.4 If there is a termination, the Project Manager assesses the Contractor's share after certifying termination. The assessment uses as the Aggregated Price for Work Done to Date the sum of

o the Defined Cost which the Contractor has paid and

o which it is committed to pay for work done before termination and

 the total of o the Defined Cost which the Contractor has paid and

o which it is committed to pay in the partner contract before the date the termination certificate is issued under this contract.

The assessment uses as the Aggregated Total of the Prices the sum of

· the total of

the total of

- the lump sum price for each activity which has been completed and
- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

and

- the lump sum price for each activity which has been completed and
- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed
- 11.2(37) The Aggregated Total of the Prices is sum of
- · the total of the Prices and
- the total of the Prices in the partner contract

11.2(38) The Aggregated Price for Work Done to Date is the sum of

- the Price for Work Done to Date and/
- the Price for Service Provided to Date in the partner contract.

Z23 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the Consultant 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.

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 certificate.

Delete existing clause 51.2 and replace with:

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

Z25 Risks and insurance

The Consultant is required to submit insurances annually as Clause Z4 of the Framework Agreement

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

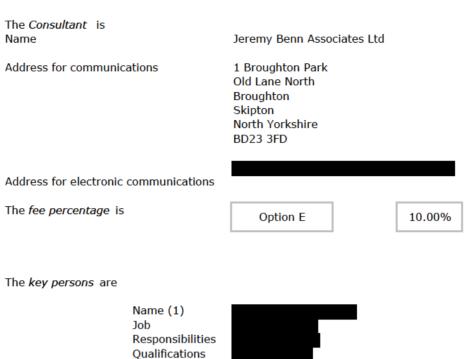
Y(UK)3: The Contracts (Rights of Third Parties Act) 1999

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 following matters will be included in the Early Warning Register

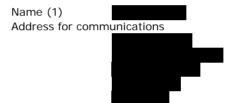
3 Time

The programme identified in the Contract Data is

To be submitted within 4 weeks of the Contract Date

Resolving and avoiding disputes

The Senior Representatives of the Consultant are



Address for electronic communications

otronio communications

Name (2) Address for communications

Address for electronic communications

X10: Information Modelling

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

To be submitted within 2 weeks of the Contract Date

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]



for and on behalf of the Environment Agency



Consultant execution

Signed Underhand by [PRINT NAME]



Signature Date

for and on behalf of

Jeremy Benn Associates Ltd



Role