

Classification: Internal



|                           |   |
|---------------------------|---|
| <b>Framework:</b>         | <b>Mapping &amp; Modelling Framework</b>                            |
| <b>Supplier:</b>          | <b>Jeremy Benn Associates Ltd</b>                                   |
| <b>Company Number:</b>    | <b>03246693</b>   |
| <b>Geographical Area:</b> | <b>National</b>   |
| <b>Project Name:</b>      | <b>Broadland Futures Initiative (Phase B – Modelling: Coastal I</b> |
| <b>Project Number:</b>    | <b>ENV0001344C</b>  |
| <b>Contract Type:</b>     | <b>Professional Service Contract</b>                                |
| <b>Option:</b>            | <b>Option C</b>   |
| <b>Contract Number:</b>   | <b>32731</b>  |

| Revision | Status | Originator | Reviewer | Date |
|----------|--------|------------|----------|------|
|----------|--------|------------|----------|------|

**PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framework  
CONTRACT DATA**

**Project Name** Broadland Futures Initiative (Phase B – Modelling: Coastal Updating)

**Project Number** ENV0001344C

This contract is made on 12 July 2021  
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 NGSA 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  
Broadland Futures Initiative (Phase B – Modelling: Coastal Updating) scope V4 dated 28/04/2021

**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<br>Option | Option C | Option for resolving and<br>avoiding disputes | W2 |
|----------------|----------|---|----|

**Secondary Options**

X2: Changes in the law

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 *Modelling Coastal update*

The *Client* is

Address for communications

Environment Agency Head Office,  
Horizon House,  
Deanery Road,  
Bristol,  
BS1 5AH

Address for electronic communications

The *Service Manager* is

Address for communications

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Address for electronic communications

The Scope is in  
Broadland Futures Initiative (Phase B – Modelling: Coastal Updating) scope V4 dated 28/04/2021

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 longer than 2 weeks

## 2 The Consultant's main responsibilities

The key dates and conditions to be met are

'none set'  
'none set'  
'none set'

key date  
'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

12 July 2021

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

17 December 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

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

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 Consultant's share percentages and the share ranges are

|              | share range | Consultant's share percentage |
|--------------|-------------|-------------------------------|
| less than    | 80 %        | 0 %                           |
| from         | to 120 %    | 50 %                          |
| greater than | 120 %       | 100 %                         |

## 6 Compensation events

These are additional compensation events

- 1.
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<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 Consultant) from or in connection with the Consultant 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 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<br>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 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 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 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 result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

### **Z4 Share on termination**

Delete existing clause 93.3 and 93.4 and replace with:

92.3 In the event of termination in respect of a contract relating to services there is no *Consultant's* share

### **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

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## 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 X7: Delay damages

**X7 only** Delay damages for Completion of the whole of the *service* are £39.29 per day

### 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*

### 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.

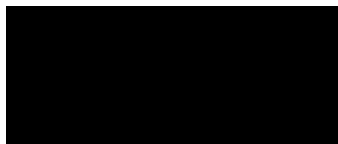
### 1 General

**The *Consultant* is**

Name

Jeremy Benn Associates Ltd

Address for communications



Email address



The subcontract *fee percentage* is



The *key persons* are

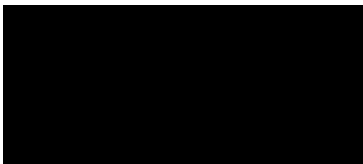
Name (1)

Job

Responsibilities

Qualifications

Experience



The *key persons* are

Name (2)

Job

Responsibilities

Qualifications

Experience

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

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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

Errors in uplifted tidal data received, requiring updates. Addition  
Delay or errors in defence data provided. Additional time and co  
Delay in reviews and approvals. Additional time.

## 5 Payment

The *activity schedule* is  
Q21-1002 BFI Coastal Update - Costings.pdf

The tendered total of the Prices is

[REDACTED]

## Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]  
Address for communications

[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

**Contract Execution**

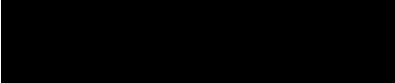
***Client execution***

Signed under hand by

for and on behalf of the Environment Agency



Signature



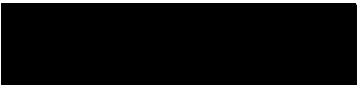
Role

***Consultant execution***

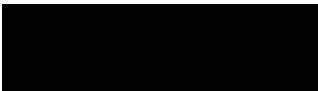
***Consultant execution***

Signed under hand by

for and on behalf of      Jeremy Benn Associates Ltd



Signature



Role

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