



Framework: Collaborative Delivery Framework
Supplier: Jeremy Benn Associates Ltd
Company Number: 03246693

Geographical Area: South East
Contract Name: T98, PSRA and PIP Support
Project Number: ENV6007290R

Contract Type: Professional Service Contract
Option: Option E

Contract Number: C27786

Stage: OBC_to_FBC

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name

TSM PMS and PIP Support

Project Number

This contract is entered into on 01 February 2023 between TSM and the Consultant

This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between TSM and the Consultant. It refers to the Collaborative Delivery Framework. The entire Agreement and the following Schedules are incorporated into this Contract by Schedules 1 to 20. Inclusive of the Framework Schedules are attached upon within this Contract.

The following documents are incorporated into this contract by reference TSM PMS PIP Support Jan 2023

Part One - Data provided by the Client
Statements given to

all Contracts

1 General

The conditions of contract are the main clauses and the clauses for the following in a typical. The Option for meeting and meeting clauses and secondary clauses of the NEC Professional Service Contract June 2022.

Main Option 1 Option for meeting and meeting clauses

Secondary Options

X2: Changes in the law

X3: Transfer of rights

X20: Informed on meeting

X31: Termination by the Client

X32: Non Performance Reduction

X33: Non Performance Reduction

X34: Non Performance Reduction

X35: Non Performance Reduction

X36: Non Performance Reduction

X37: Non Performance Reduction

X38: Non Performance Reduction

X39: Non Performance Reduction

X40: Non Performance Reduction

X41: Non Performance Reduction

X42: Non Performance Reduction

X43: Non Performance Reduction

X44: Non Performance Reduction

X45: Non Performance Reduction

X46: Non Performance Reduction

X47: Non Performance Reduction

X48: Non Performance Reduction

X49: Non Performance Reduction

X50: Non Performance Reduction

X51: Non Performance Reduction

X52: Non Performance Reduction

X53: Non Performance Reduction

X54: Non Performance Reduction

X55: Non Performance Reduction

X56: Non Performance Reduction

X57: Non Performance Reduction

X58: Non Performance Reduction

X59: Non Performance Reduction

X60: Non Performance Reduction

X61: Non Performance Reduction

X62: Non Performance Reduction

X63: Non Performance Reduction

X64: Non Performance Reduction

X65: Non Performance Reduction

X66: Non Performance Reduction

X67: Non Performance Reduction

X68: Non Performance Reduction

X69: Non Performance Reduction

X70: Non Performance Reduction

X71: Non Performance Reduction

X72: Non Performance Reduction

X73: Non Performance Reduction

X74: Non Performance Reduction

X75: Non Performance Reduction

X76: Non Performance Reduction

X77: Non Performance Reduction

X78: Non Performance Reduction

X79: Non Performance Reduction

X80: Non Performance Reduction

X81: Non Performance Reduction

X82: Non Performance Reduction

X83: Non Performance Reduction

X84: Non Performance Reduction

X85: Non Performance Reduction

X86: Non Performance Reduction

X87: Non Performance Reduction

X88: Non Performance Reduction

X89: Non Performance Reduction

X90: Non Performance Reduction

X91: Non Performance Reduction

X92: Non Performance Reduction

X93: Non Performance Reduction

X94: Non Performance Reduction

X95: Non Performance Reduction

X96: Non Performance Reduction

X97: Non Performance Reduction

X98: Non Performance Reduction

X99: Non Performance Reduction

X100: Non Performance Reduction

6 Compensation events

These are additional compensation events:

1. Carbon Methodology - Adherence to and compliance with the Carbon Methods as dated 08 June 2020
2. Test item?
3. Test item?
4. Test item?
5. Test item?

⑧ Liabilities and Insurance

These are additional Client's address

1. This is not a function.
2. This is not a function.
3. This is not a function.

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

COSTS	EXPENSES	PRIOR-PERFORMANCE COMPLETION OF THE SCOPE OF THE SERVICE ON TENDER DATE
<p>The Contractor's Service will use the full and complete services provided by the procurement providing adequate service to the service</p>	<p>of € 30,000.00 in respect of each claim without limit to the number of claims</p>	<p>12 years after completion on</p>
<p>Due to its design to properly and completely meet the needs of the building, duty to its clients of a project team to ensure that the project is completed in accordance with the technical drawing the</p>	<p>€10,000.00 in respect of each claim without limit to the number of claims</p>	<p>12 months after completion on</p>
<p>Due to its design to properly and completely meet the needs of the building, duty to its clients of a project team to ensure that the project is completed in accordance with the technical drawing the</p>	<p>€ 30,000.00 in respect of each claim without limit to the number of claims</p>	<p>For the period required by law</p>
<p>The Contractor's full liability to the Client for all claims</p>	<p>€ 30,000.00 in respect of each claim without limit to the number of claims</p>	

Resolving and avoiding disputes

The *Arboreal* is situated in the center

The Adjudicator is

To be conferred

Address for electronic communication:

To be confirmed

2 Clauses

II Dispute

II Disputes
Delete existing Case W2.1

IZ Prevention

The text of clause 18 Prevention is deleted.

The time of 7 June 18 Precedent is deleted.
Enter the time of choice 60 00 00 and explain why.
The service is affected by any of the following events:
War civil war rebellion revolution or insurrection or military or usurped power;
Riot strike and civil commotion not confined to the employees of the Consultant and sub-consultants;
Barricade due to or on radioactive contamination from nuclear fuel or nuclear waste arising from the combustion of nuclear fuel;
Radioactive toxic explosive or other hazardous properties of an explosive nuclear waste device;
Natural disaster;
Fire and explosion;
Pillage by aircraft or other aerial device or thing dropped from them.

23 Disallowed Costs

[illegible]

28 The Schedule of Cost Components

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

EEB 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.

IDE Requirement for Stretch

and the following sentence to the end of clause 51.2.1:

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 cart card.

Delete ending 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 carted payment is due, or if a payment is due because the Service Manager has not issued a certificate which should have been issued, or if a payment is due because of an assessment made by the later payment, clause 51.2 has no effect until the date when the late payment is made and is included in the first assessment after the late payment is made.

229 Risks and insurance

220 Risk and insurance
The Consultant is required to submit insurances annually as Clause Z of the Framework Agreement

Z.28 Payment for Service Provided to Date

2.20 Payment for Service Provided to Date
Delete existing clause 11.2 (21) and replace with:
"11.2 (21) The Price for Service Provided to Date is the total Defined Cost which the Service Manager forecasts it will have been paid by the Consultant before the next assessment date plus the Fee. The Price for Service Provided to Date shall not exceed the forecast for the same as provided under clause 20.3"

E111 PHC - Fee adjusted for non compliance with Scope

Delete existing 11.2 (b) and replace with the following clause:
The Fee is the amount calculated by applying the fee percentage to the amount of the Defined Cost excluding the cost of subcontractors that have not complied with procurement by best value processes as defined in the Scope. 80% of the fee percentage is applied to the amount of the Defined Cost for subcontractors that have not complied with procurement by best value processes as defined in the Scope.

PRC #	Table Name (Table Name, Row)	Column Name
12.1	12.1.1	12.1.1.1
12.2	12.2.1	12.2.1.1
12.3	12.3.1	12.3.1.1
12.4	12.4.1	12.4.1.1
12.5	12.5.1	12.5.1.1
12.6	12.6.1	12.6.1.1
12.7	12.7.1	12.7.1.1
12.8	12.8.1	12.8.1.1
12.9	12.9.1	12.9.1.1
12.10	12.10.1	12.10.1.1
12.11	12.11.1	12.11.1.1
12.12	12.12.1	12.12.1.1
12.13	12.13.1	12.13.1.1
12.14	12.14.1	12.14.1.1
12.15	12.15.1	12.15.1.1
12.16	12.16.1	12.16.1.1
12.17	12.17.1	12.17.1.1
12.18	12.18.1	12.18.1.1
12.19	12.19.1	12.19.1.1
12.20	12.20.1	12.20.1.1
12.21	12.21.1	12.21.1.1
12.22	12.22.1	12.22.1.1
12.23	12.23.1	12.23.1.1
12.24	12.24.1	12.24.1.1
12.25	12.25.1	12.25.1.1
12.26	12.26.1	12.26.1.1
12.27	12.27.1	12.27.1.1
12.28	12.28.1	12.28.1.1
12.29	12.29.1	12.29.1.1
12.30	12.30.1	12.30.1.1
12.31	12.31.1	12.31.1.1
12.32	12.32.1	12.32.1.1
12.33	12.33.1	12.33.1.1
12.34	12.34.1	12.34.1.1
12.35	12.35.1	12.35.1.1
12.36	12.36.1	12.36.1.1
12.37	12.37.1	12.37.1.1
12.38	12.38.1	12.38.1.1
12.39	12.39.1	12.39.1.1
12.40	12.40.1	12.40.1.1
12.41	12.41.1	12.41.1.1
12.42	12.42.1	12.42.1.1
12.43	12.43.1	12.43.1.1
12.44	12.44.1	12.44.1.1
12.45	12.45.1	12.45.1.1
12.46	12.46.1	12.46.1.1
12.47	12.47.1	12.47.1.1
12.48	12.48.1	12.48.1.1
12.49	12.49.1	12.49.1.1
12.50	12.50.1	12.50.1.1
12.51	12.51.1	12.51.1.1
12.52	12.52.1	12.52.1.1
12.53	12.53.1	12.53.1.1
12.54	12.54.1	12.54.1.1
12.55	12.55.1	12.55.1.1
12.56	12.56.1	12.56.1.1
12.57	12.57.1	12.57.1.1
12.58	12.58.1	12.58.1.1
12.59	12.59.1	12.59.1.1
12.60	12.60.1	12.60.1.1
12.61	12.61.1	12.61.1.1
12.62	12.62.1	12.62.1.1
12.63	12.63.1	12.63.1.1
12.64	12.64.1	12.64.1.1
12.65	12.65.1	12.65.1.1
12.66	12.66.1	12.66.1.1
12.67	12.67.1	12.67.1.1
12.68	12.68.1	12.68.1.1
12.69	12.69.1	12.69.1.1
12.70	12.70.1	12.70.1.1
12.71	12.71.1	12.71.1.1
12.72	12.72.1	12.72.1.1
12.73	12.73.1	12.73.1.1
12.74	12.74.1	12.74.1.1
12.75	12.75.1	12.75.1.1
12.76	12.76.1	12.76.1.1
12.77	12.77.1	12.77.1.1
12.78	12.78.1	12.78.1.1
12.79	12.79.1	12.79.1.1
12.80	12.80.1	12.80.1.1
12.81	12.81.1	12.81.1.1
12.82	12.82.1	12.82.1.1
12.83	12.83.1	12.83.1.1
12.84	12.84.1	12.84.1.1
12.85	12.85.1	12.85.1.1
12.86	12.86.1	12.86.1.1
12.87	12.87.1	12.87.1.1
12.88	12.88.1	12.88.1.1
12.89	12.89.1	12.89.1.1
12.90	12.90.1	12.90.1.1
12.91	12.91.1	12.91.1.1
12.92	12.92.1	12.92.1.1
12.93	12.93.1	12.93.1.1
12.94	12.94.1	12.94.1.1
12.95	12.95.1	12.95.1.1
12.96	12.96.1	12.96.1.1
12.97	12.97.1	12.97.1.1

The performance table is [PSC_carbon_performance_table.xlsx](#)

the Performance Table for this contract type [Turn: Partner: Stage] as set out in the Carbon Methodology d3e0
(08 June 2023)

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

£1,000,000.00

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

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

Address for electronic communications

The fee percentage is

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

Possible delays in getting the contract signed and uploaded to Fast

Contract extensions may be required to extend the programme be

There is a need to define approaches regarding standing time for a

3 Time

The programme identified in the Contract Data is

February and March 2025

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

X10: Information Modelling

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

Contract Execution

Client execution

Signed Underhand by [PRINT NAME] for and on behalf of the Environment Agency

Consultant execution

Signed Underhand by [PRINT NAME] for and on behalf of Jeremy Benn Associates Ltd