

This document is executed as a deed and is delivered and takes effect at
the date written at the beginning of it



Framework:	Collaborative Delivery Framework
Supplier:	Jeremy Benn Associates Ltd
Company Number:	03246693
Geographical Area:	South East
Project Name:	LEHES Main Works Design Support
Project Number:	ENVIMSE100377
Contract Type:	Professional Service Contract
Option:	Option C
Contract Number:	36318
Stage:	Site_Design_Queries

Revision	Status		Originator		Reviewer		Date

Contract Name:	LEHES Main Works Design Support	
Project Number:	ENVIMSE100377	
Framework:	Collaborative Delivery Framework	
Area:	South East	
Contract:	Professional Service Contract	
Option:	Option C	
Contract with:	Jeremy Benn Associates Ltd	
Company No:	03246693	
Contract Date:	28 November 2022	# See footnote
Contract Number:	36318	
Stage:	Site_Design_Queries	Use Pulldown
total of the Prices for the	Less than or equal to £4m	Use Pulldown

Date when the contract comes into existence, update when countersigned by the Client.

Incorporated Documents

LEHES Main Works Design Support PSC Scope v2

X Clauses:

X5: Sectional Completion	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	No Sectional completion
X7: Delay damages	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	No Delay Damages
X8: Undertakings to Others	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	No Undertakings to Others
X10: Information modelling	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	X10: Information modelling applies

2 weeks The period after the Contract Date within which the Consultant is to submit a first Information Execution Plan for acceptance is

X18: Limitation of liability	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Limitation of Liability Applies
£1 000 000	The Consultant's liability to the Client for indirect or consequential loss is limited to	
£5 000 000	The Consultant's liability to the Client for Defects that are not found until after the Defective date is limited to	
6 years	The end of liability date is '6' years or '12' years after the Completion of the whole of the service	

Y Clauses:

Y(UK)1: Project Bank Account	No
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Y(UK)2: Housing Grants Construction and Regeneration Act 1996	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	HGCR Act Applies
1 Days	The period for payment is 'X' days after the date on which payment becomes due	

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Rights of 3rd Parties Applies
Term	Beneficiary	
Insert term	Insert beneficiary	
Insert term	Insert beneficiary	
Insert term	Insert beneficiary	
Insert term	Insert beneficiary	

Insert Named Suppliers Beneficiary - Named Suppliers (If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3.1)

Service Description The required outcome of this commission is the delivery of principal designer activities and the availability of design services throughout the construction period. Insert a broad description of the service associated with the contract

Client Details:
Environment Agency
Orchard House
Dunelm Road
Bristol
Avon
BS1 4AH
Insert address

Email address for communications

Service Manager Details:
Service Manager name
Environment Agency
Orchard House
Dunelm Road
Bristol
Avon
BS1 4AH
Insert address

Email address for communications

The Scope is in: Insert filename / document location

Period for reply: 2 weeks Set at 2 weeks

Period for retention is: 6 years Use Pulldown - Normally 6 years if signed underhand 12 years if signed as deed

The following matters will be included in the Early Warning Register:

Insert details Insert matter
Insert details Insert matter
Insert details Insert matter
Insert details Insert matter

Early warning meetings are to be held at intervals no longer than:

2 weeks Normally 2 weeks

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 Normally 4 weeks

The starting date is:

28 November 2022 Insert Date

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

access	access dates
Fieldwork	28 November 2022
Asite	Already have access
Insert details	Insert date
Insert details	Insert date
Insert details	Insert date
Insert details	Insert date
If more than 5 access are required add these in the Scope	Insert date

Guidance Notes

Option if it is essential to have some parts of the service completed before the whole of the service. Discuss with Commercial Lead

Option should be considered as default (unless Key Date's are considered more appropriate) X7 should always be used where sectional completion is included. Pre-calculate genuine loss discuss with Commercial Lead

X8 should be included as appropriate

Normally 2 weeks

This is an optional clause which limits the liability of the Consultant. Discuss with Commercial Lead.

For contracts less than £ 000 000 the limit is £1,000,000 for all other contracts the limit is £5,000,000

For contracts completed underhand the term is 6 years. For contracts completed under deed the term is 12 years (This would normally only occur on very high value contracts).

Project Bank Account auto-selects if the below condition is met; If there is a compelling reason not to use seek approval from the senior team Default use when the contract value is above £500 000

Framework level clause that always applies

Normally 1 days (Not exceeding 1 days) Discuss with Commercial Lead if not 1 days

Framework level clause that always applies. Please state any third party beneficiaries to the contract who are enabled to enforce it in future. Please also state the particular terms they are enabled to enforce.

If no beneficiary insert 'not used' or leave as 'insert beneficiary'

Describe the service in brief

Enter postal address

Enter email address

The Service Manager is responsible for managing this contract and would normally be the EA Project Manager

States in what documents the Scope information is located

State any matters which could affect the total of the Prices or delay Completion which are known at the time of preparing this contract

Key dates can impose significant risks on the Consultant in some circumstances and should only be used if really necessary. Use if a particular condition needs to be met for a third party to deliver their service.

List each condition and key date.

To be included and completed if Option C or E is used. The period is normally four weeks

Insert the contract start date

If more than five access dates are required then please state the additional dates in the Scope.

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

The completion date for the whole of the service is The completion date for the whole of the service is

Period should not be more frequent than needed for good management. Four weeks is default.

EA Project Manager shall state the required completion date.

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

The period after the Contract Date within which the Consultant is to submit a quality policy statement and quality plan is weeks Normally weeks

The period between Completion of the whole of the service and the defects date is Normally 26 Weeks

The Client set total of the Prices is Confirm value

The interest rate is: Insert baseline rate
 % per annum above the rate of the
 Bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used:
Insert Number Select Period (pull-down) Months

Set at 1 month

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

The exchange rates are those published in: Insert date

If there are additional compensation events:
 Insert description of compensation event or "not used"
 Insert description of compensation event or "not used"
 Insert description of compensation event or "not used"
 Insert description of compensation event or "not used"

The insertion of any additional compensation events must be agreed between the compiler and the Commercial Lead.

If there are additional Client's liabilities:
 Insert description of liability to be taken or "not used"
 Insert description of liability to be taken or "not used"
 Insert description of liability to be taken or "not used"

8 Liabilities and Insurance - If the level of insurance cover

Not normally used

Z Clauses

Z : Share on termination

Z : Share on termination applies

Z5: Secondments

Z5: Secondments does not apply

Use as an option when appointing on a secondment basis

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name LEHES Main Works Design Support

Project Number ENVIMSE100377

This contract is made on 28 November 2022
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
LEHES Main Works Design Support PSC Scope v2

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 C

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of liability

X20: Key Performance Indicators

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 The required outcome of this commission is the delivery of principal designer activities and the availability of design services throughout the construction period.

The *Client* is Environment Agency

Address for communications
Horizon House
Deanery Road
Bristol
Avon
BS1 6AH

Address for electronic communications

The *Service Manager* is
Address for communications
Environment Agency
Orchard House
Endeavour Park
London Road, Addington
West Malling, Kent
ME19 5SH

Address for electronic communications

The *Scope* is in
LEHES Main Works Design Support PSC Scope v2

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
conditions to be met
'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 28 November 2022

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

access date
28 November 2022
Already have access

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

The *completion date* for the whole of the *service* is 31 December 2023

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 *Client* set total of the Prices is £239,427.46

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

If Option C is used

The *Consultant's share percentages* and the *share ranges* are:

	<i>share range</i>			<i>Consultant's share percentage</i>
less than		80 %		0 %
from	80 %	to	120 %	as set out in Schedule 17
greater than		120 %		as set out in Schedule 17

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 COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5,000,000 in respect of each claim, without limit to the number of claims	12 years after Completion
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the <i>Service</i>	£15,000,000 in respect of each claim, without limit to the number of claims	12 years after Completion
Death of or bodily injury to the employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the period required by law</i>
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to	£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 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:

93.3 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.

Z7 Consultant's share

Delete existing clauses 54 and 93.3 and replace with:

54.1 The *Service Manager* assess the *Consultant's* share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided 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 Service Provided to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The *Consultant's* share equals the sum of the products of the increment within each share range and the corresponding *Consultant's* share percentage.

54.2 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the *Consultant* is paid its share of the saving. If the Aggregated Price for Service Provided to Date is greater than the Aggregated Total of the Prices, the *Consultant* pays its share of the excess.

54.3 If, prior to the Completion Date, the Price for Service Provided to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the *Consultant*.

54.4 The *Service Manager* makes a preliminary assessment of the *Consultant's* share at Completion of the Whole of the service using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the services.

54.5 The *Service Manager* makes a final assessment of the *Consultant's* share, using the final Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.3 If there is a termination except if Z4 applies, the *Service Manager* assesses the *Consultant's* share after certifying termination. The assessment uses as the Aggregated Price for Service Provided to Date the sum of

- the total of
 - the Defined Cost which the *Consultant* has paid and
 - which it is committed to pay for work done before terminationand
 - the total of
 - the Defined Cost which the *Consultant* or *Contractor* has paid and
 - which it is committed to payin 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 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 completedand
 - 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 completedin the *partner contract* before the date the termination certificate is issued under this contract.

Add:

11.2(25) 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(26) The Aggregated Price for Service Provided to Date is the sum of

- the Price for Service Provided to Date and
- the Price for Service Provided to Date or the Price for Work Done 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 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

Springfield House
76 Wellington Street
Leeds
West Yorkshire
LS1 2AY

Address for electronic communications

[REDACTED]

The *fee percentage* is

Option C

[REDACTED]

The *key persons* are

Name (1)

[REDACTED]

Job

Project Director

Responsibilities

Contract Manager, overall lead

Qualifications

Civil Engineering Degree

Experience

20+yrs

Name (2)

[REDACTED]

Job

Principal Designer

Responsibilities

All principal designer duties under CDM2015

Qualifications

FICE, Ceng, Civil Engineer

Experience

25+yrs

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
MEICA SAT Testing
MEICA SAT Testing

3 Time

The programme identified in the Contract Data is

Services upto 23rd December 2023

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications
JBA Consulting
Peterborough Business Park
Peterborough
PE2 6GG

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
Address for communications
1 Broughton Park
Old Lane North
Broughton, Skipton
North Yorkshire

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 [PRINT NAME]

for and on behalf of the Environment Agency

28/11/2022

SignatureDate

Senior Commercial Lead

Role

Consultant execution

Signed under hand by [PRINT NAME]

for and on behalf of Jeremy Benn Associates Ltd

25/11/2022

SignatureDate

Associate Director

Role