Framework:	**Collaborative Delivery Framework**
Supplier:	**Jeremy Benn Associates Ltd**
Company Number:	**03246693**
Geographical Area:	**South East**
Contract Name:	**HNL Modelling Package 2024**
Project Number:	**ENV0005665C**
Contract Type:	**Professional Service Contract**
Option:	**Option C**
Contract Number:	**C25202**
Stage:	**Other**

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name	HNL Modelling Package 2024
Project Number	ENV000566SC

This contract is made on
between the Client and the Consultant

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 31st day of April 2019 and Framework Agreement Extension dated 1st April 2023 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 23 inclusive of the Framework schedules are relied upon within this contract.

- The following documents are incorporated into this contract by reference
  Scope: Modelling Package – Scope v1.3 HNL dated 2nd July 2024

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   This contract is to provide modelling, mapping, survey and digitisation related services to deliver the HNL Mapping & Modelling 2025 Package for the Herts and North London

The Client is   Environment Agency

Address for communications

Address for electronic communications
The Service Manager is
Address for communications

Address for electronic communications
The Scope is in
Scope: Modelling Package – Scope v1.3 HNL dat

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	
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   22 July 2024
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   30 September 2025

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   £309,759.34

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:

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

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 SERVICE OR TERMINATION
The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	£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 Consultant) arising from or in connection with the Consultant Providing the Service	£10,000,000 in respect of each claim, without limit to the number of claims	12 months after Completion
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	Legal minimum 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	£5,000,000	

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 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 Scope/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 or 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

Z4 Share on termination
Delete existing clause 93.3 and 90.4 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 4.

Z7 Consultant's share
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.
54.2A If, prior to Completion of the whole of the service, the Price for Service Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Consultant.
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 ZA 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 termination
and
- the total of
  - the Defined Cost which the Consultant or Contractor has paid and
  - 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 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 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
Add:
11.2(29) 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(30) 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

Z 28 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 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 20.5"

Z11 PBC - Fee adjustment for non compliance with Scope
Delete existing 11.2 (8) 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.

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*

No term under this contr No beneficiary under this contract

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

3 Time

The programme identified in the Contract Data is

TBC

5 Payment

The *activity schedule* is
 230621 Resource Estimate Form HNL Modelling Package_CST Analy

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)　▮▮▮▮▮▮▮▮▮
Address for communications

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▮▮▮▮▮▮▮▮▮▮▮▮▮▮
▮▮▮▮
▮▮▮▮

Address for electronic communications

▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮

Name (2)　▮▮▮▮▮▮
Address for communications

▮▮▮▮▮▮▮
▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮▮
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▮▮▮▮

Address for electronic communications

▮▮▮▮▮▮▮▮▮▮

X10: Information Modelling

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

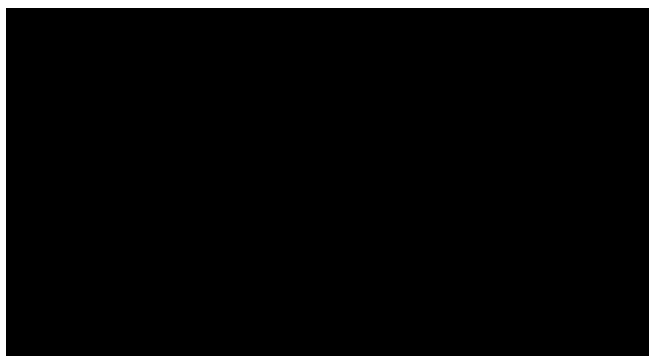# Contract Execution

Client execution
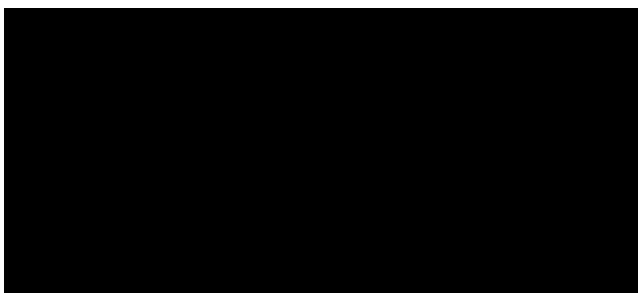
r and on behalf of the Environment Agency

Project Executive
Role

Consultant execution

for and on behalf of   Jeremy Benn Associates

Associate Director
Role