



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

Geographical Area: South East
Contract Name: Gadebridge Park Design Support Consultant
Project Number: ENV0002603C

Contract Type: Professional Service Contract
Option: Option E

Contract Number: C25883

Stage: Site_Design_Queries

Revision	Status		Originator		Reviewer		Date

6 Compensation events

These are additional compensation events.

1. Service Manager's instruction to implement 23.28 in this Contract following final CDM approval of methodology and the "PMO carbon performance-risks are
"not used"
2. "not used"
3. "not used"
4. "not used"
5. "not used"

⑧ Liabilities and insurance

These are additional Client's initials:

1. Yes/No
2. Yes/No
3. Yes/No

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

CONTRACT	ESTIMATED ANNUAL REVENUE	PENALTY FOR FAILURE TO COMPLY WITH THE TERMS OF THE CONTRACT ON TERMINATION
The Contractor's Service is to be provided and performed by the employee providing services to the service	\$10,000.00 - an amount of each claim, without limit to the number of claims	12 months after Completion
One of the designs to be provided and installed for the body (guy) is the design of a jacket fitted to the employee of the Contractor using materials commonly used in the industry providing the Service	\$10,000.00 - an amount of each claim, without limit to the number of claims	12 months after Completion
One of the body guys to be provided to the employees of the Contractor is to be manufactured and installed and the cost of their replacement is to be covered by the Contractor. A contract with the contractor is to be entered into with the Contractor	Legal counsel's estimate of each claim - without limit to the number of claims	For the period provided by the Contractor
The Contractor's total liability to the Client for the repairs under order is to be commensurate with the actual cost of the work included therein, as noted	\$20,000.00	

Resolving and avoiding disputes

The *tr/bural* is located in the courts.

The Adjudicator is _____ to be confirmed

2 Classes

EA Disputes

Delete existing c base W2.1

Prevention

The text of clause 18 Previous is deleted.
Delete the text of clauses 60.1.(12) and replaced by:
The service is affected by any of the following events
Near and/or related to one of the mentioned, not yet occurred (power):
Wires, rails and cat connections not confined to the employees of the Consultant and cat connections
forming an ad or an radiative contamination from near or far field or an near waste resulting from the combustion of
nuclear fuel
Inducing toxic, explosive or other hazardous properties of an explosive material
Nuclear leader
Fire and explosion
Impact by aircraft or other aerial device or object dropped from them.

Z3 Disallowed Costs

[illegible]

26 The Schedule of Cost Components

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

222 Linked contracts

2.23 Linked contracts
Issues requiring redress 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.

E24 Requirement for Drive

5.24 Repayment Period and Service
 And the following contract is in full of Clause 5.1:
 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.
 Invoice number is 5.2.1 and applies to 5.2.2
 5.2.2 each certified payment is made by the later of
 one week after the date of payment or an invoice from the other Party and
 the date of the assessment date, or different period if stated in the Contract Data, with the period due
 if a cash payment is made or if a payment is late before the Service Manager has not issued a certificate which
 should be issued, interest is paid on the date 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 final assessment after the
 late payment is made.

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225 Wills and insurance

E.30 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 25.3"

E111 PBC - Fee adjusted for non-compliance with Scope

F11.1 PNC - Fee adjusted for non compliance with Scope
Delete existing 11.2 (R) 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 principles 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 principles as defined in the Scope.

TIME	Activity	Notes
0-10	Introduction	Classroom notes
10-20	1.1.1	What is a Service? (10-20)
20-30	1.1.2	What is a Service? (20-30)
30-40	1.1.3	What is a Service? (30-40)
40-50	1.1.4	What is a Service? (40-50)
50-60	1.1.5	What is a Service? (50-60)
60-70	1.1.6	What is a Service? (60-70)
70-80	1.1.7	What is a Service? (70-80)
80-90	1.1.8	What is a Service? (80-90)
90-100	1.1.9	What is a Service? (90-100)
100-110	1.1.10	What is a Service? (100-110)
110-120	1.1.11	What is a Service? (110-120)
120-130	1.1.12	What is a Service? (120-130)
130-140	1.1.13	What is a Service? (130-140)
140-150	1.1.14	What is a Service? (140-150)
150-160	1.1.15	What is a Service? (150-160)
160-170	1.1.16	What is a Service? (160-170)
170-180	1.1.17	What is a Service? (170-180)
180-190	1.1.18	What is a Service? (180-190)
190-200	1.1.19	What is a Service? (190-200)
200-210	1.1.20	What is a Service? (200-210)
210-220	1.1.21	What is a Service? (210-220)
220-230	1.1.22	What is a Service? (220-230)
230-240	1.1.23	What is a Service? (230-240)
240-250	1.1.24	What is a Service? (240-250)
250-260	1.1.25	What is a Service? (250-260)
260-270	1.1.26	What is a Service? (260-270)
270-280	1.1.27	What is a Service? (270-280)
280-290	1.1.28	What is a Service? (280-290)
290-300	1.1.29	What is a Service? (290-300)
300-310	1.1.30	What is a Service? (300-310)
310-320	1.1.31	What is a Service? (310-320)
320-330	1.1.32	What is a Service? (320-330)
330-340	1.1.33	What is a Service? (330-340)
340-350	1.1.34	What is a Service? (340-350)
350-360	1.1.35	What is a Service? (350-360)
360-370	1.1.36	What is a Service? (360-370)
370-380	1.1.37	What is a Service? (370-380)
380-390	1.1.38	What is a Service? (380-390)
390-400	1.1.39	What is a Service? (390-400)
400-410	1.1.40	What is a Service? (400-410)
410-420	1.1.41	What is a Service? (410-420)
420-430	1.1.42	What is a Service? (420-430)
430-440	1.1.43	What is a Service? (430-440)
440-450	1.1.44	What is a Service? (440-450)
450-460	1.1.45	What is a Service? (450-460)
460-470	1.1.46	What is a Service? (460-470)
470-480	1.1.47	What is a Service? (470-480)
480-490	1.1.48	What is a Service? (480-490)
490-500	1.1.49	What is a Service? (490-500)
500-510	1.1.50	What is a Service? (500-510)
510-520	1.1.51	What is a Service? (510-520)
520-530	1.1.52	What is a Service? (520-530)
530-540	1.1.53	What is a Service? (530-540)
540-550	1.1.54	What is a Service? (540-550)
550-560	1.1.55	What is a Service? (550-560)
560-570	1.1.56	What is a Service? (560-570)
570-580	1.1.57	What is a Service? (570-580)
580-590	1.1.58	What is a Service? (580-590)
590-600	1.1.59	What is a Service? (590-600)
600-610	1.1.60	What is a Service? (600-610)
610-620	1.1.61	What is a Service? (610-620)
620-630	1.1.62	What is a Service? (620-630)
630-640	1.1.63	What is a Service? (630-640)
640-650	1.1.64	What is a Service? (640-650)
650-660	1.1.65	What is a Service? (650-660)
660-670	1.1.66	What is a Service? (660-670)
670-680	1.1.67	What is a Service? (670-680)
680-690	1.1.68	What is a Service? (680-690)
690-700	1.1.69	What is a Service? (690-700)
700-710	1.1.70	What is a Service? (700-710)
710-720	1.1.71	What is a Service? (710-720)
720-730	1.1.72	What is a Service? (720-730)
730-740	1.1.73	What is a Service? (730-740)
740-750	1.1.74	What is a Service? (740-750)
750-760	1.1.75	What is a Service? (750-760)
760-770	1.1.76	What is a Service? (760-770)
770-780	1.1.77	What is a Service? (770-780)
780-790	1.1.78	What is a Service? (780-790)
790-800	1.1.79	What is a Service? (790-800)
800-810	1.1.80	What is a Service? (800-810)
810-820	1.1.81	What is a Service? (810-820)
820-830	1.1.82	What is a Service? (820-830)
830-840	1.1.83	What is a Service? (830-840)
840-850	1.1.84	What is a Service? (840-850)
850-860	1.1.85	What is a Service? (850-860)
860-870	1.1.86	What is a Service? (860-870)
870-880	1.1.87	

The performance table is [PSC carbon performance table.xlsx](#)

[the Performance Table for this contract type (Item: Partner Stage) as set out in the Carbon Methodology

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*

not used not used

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

Address for communications

Address for electronic communications

The *fee percentage* is

Option E

10.00%

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

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]

Address for electronic communications
[redacted]

X10: Information Modelling

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

Contract Execution

Client execution

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

[redacted]

Signature Date Role

Consultant execution

Signed Underhand by [redacted] for and on behalf of Jeremy Benn Associates

[redacted]

Signature Date Role