



Framework:	Collaborative Delivery Framework
Supplier:	Jeremy Benn Associates Ltd
Company Number:	03246693
Geographical Area:	South East
Contract Name:	FRM for the Fens Phase 1 - Strategic Study Survey Commission
Project Number:	ENV0000678C
Contract Type:	Professional Service Contract
Option:	Option C
Contract Number:	C27248
Stage:	Other

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

Project Name PRR for the First Phase 1 - Evidence Study Survey Contract

Project Number 8000000000

The contract is made on:

between the Client and the Consultant

The contract is made pursuant to the Framework Agreement (the "Framework") dated 1st July 2015 and Framework Agreement Variations dated 10 April 2017 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 10: Sections of the Framework and Schedules are incorporated into this contract.

The following documents are incorporated into this contract by reference: First Survey PRR Scope - revised 10 dated 10th October 2016

Part One - Data provided by the Client

1 General

The conditions of contract are the core clauses and the clauses for the following non-option, the Option for meeting and avoiding disputes and secondary options of the RSC Professional Service Contract June 2017.

Main **Option for meeting and avoiding disputes**

Secondary Options

X1: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the Client

X12: Collaboration in testing

X13: Risk performance indicators

Y1A(2): The Housing Grants, Construction and Regeneration Act 1996

Y1A(3): The Contracts (Rights of Third Parties) Act 1999

Z: Additional conditions of contract

The service is to collect channel surveys for evidence of the New Deal outcomes.

The Client is Recruitment Agency

Address for correspondence

Address for electronic communications

The Service Manager is

Address for correspondence

Address for electronic communications

The Scope is to First Survey PRR Scope - revised 10 dated 10th October 2016

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 which is 2 weeks

The service for collection is 6 years following completion or earlier termination

The following parties will be included in the Early Warning Register

Early warning meetings are to be held at intervals of 2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are

conditions to be met May 2017

June 2017 June 2017

June 2017 June 2017

The Consultant provides forecasts of the total defined cost plus fee and expenses of contract in respect of

6 weeks

3 Time

The starting date is 15th January 2017

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

Access Access

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

The completion date for the whole of the service is 31 March 2019

The period after the Contract Date within which the Consultant is to submit a final programme for acceptance is 4 weeks

4 Quality management

The period after the Contract Date within which the Consultant is to submit a quality plan 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 net total of the price is £261,700.00

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

The interest rate is 2.00% per annum (not less than 1% above the Bank of England rate of the day of the contract)

The currencies for which the Consultant provides a charge for the cost of support people and office are All UK offices worldwide

6 Option C is used

The Consultant's share percentages and the share values are:

Share value Consultant's share percentage

Share value 0% 0%

Share value 10% 10%

Share value 20% 20%

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 contract 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

Option C

15.50%

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

- Winter Weather - Given the timing of the survey there is potential f
- NI Increase - As per CDF Framework notification there is to be a rai

3 Time

The programme identified in the Contract Data is

TBC - Programme to be supplied on acceptance and discussions wit

5 Payment

The *activity schedule* is

ENV0000678C-JBA-XX-XX-Z-CP-0001-S3-P01-Fens_Cost_Estimate

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

Address for electronic communications
[redacted]

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

Address for electronic communications
[redacted]

X10: Information Modelling

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

TBC

Contract Execution

Client execution

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

SignatureDateRole

Consultant execution

Signed underhand by for and on behalf of Jeremy Benn Associates

SignatureDateRole