



Framework: Supplier: Company Number:

Geographical Area: Project Name: Project Number:

Contract Type: Option:

Contract Number:

Stage:

Mapping & Modelling Framework

National M&F package 1

Professional Service Contract Option A



All_Work_Types

Revision	Stat	tus	Origi	nator	Revi	ewer	D	ate

PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framework CONTRACT DATA

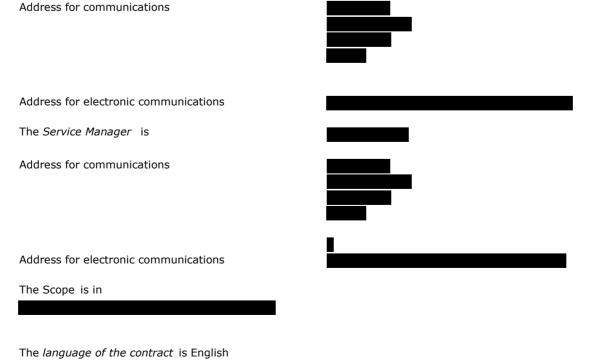
Project Name	M&F package 1	
Project Number		
	This contract is made on between the <i>Client</i> and the <i>Consultant</i>	31 March 2023
	This Contract is made pursuant to the Framework Agreement (the "Agreement") d relation to the NGSA Mapping and Modelling Support Framework. The entire Agre by reference	
	• Schedules 1 to 22 inclusive	
	 The following documents are incorporated into this contract by reference NEC4 M&F NGSA PSC Scope 310323 Final.doc, 2022-9_16_PSC_Severn Estuary new model inception study_V7, 2022-11_9_PSC_Cam and Wicksters Model Update_V3, 2022-9_12_PSC_River Severn Fluvial Modelling Phase 2_V6 (002), 	

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 A	Option for resolving and avoiding disputes	W2					
Secondary	Options							
X2: Change	X2: Changes in the law							
X9: Transfe	er of rights							
X11: Termi	nation by the (Client						
X18: Limita	X18: Limitation of Liability							
Y(UK)2: Th	e Housing Gra	nts, Construction and Regeneration Act 1996	5					
Y(UK)3: The Contracts (Rights of Third Parties) Act 1999								
Z: Additional conditions of contract								
The <i>service</i> is	5	Modelling package of works with 3 projects	included within scope					
The <i>Client</i> is		Environment A	lgency					



The language of the contract is Eng

The law of the contract is

The period for reply is	2 weeks		
The period for retention is	6 years	following Completion or earlier termination	
The following matters will be include 1	d in the Early Warr	ning Register	
2			
3			
4			
Early warning meetings are to be hel	ld at intervals no lo	onger than	2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are	
conditions to be met	key date
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'
The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than	4 weeks

3 Time

	The <i>starting date</i> is	04 April 2023			
	The <i>Client</i> provides access to the following persons, places and things access	access date			
	The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks			
	The completion date for the whole of the service is	31 March 2024			
	The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is	4 weeks			
4 Quality management					
	The period after the Contract Date within which the <i>Consultant</i> 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 con	<i>tract</i> is the		£ sterling
The assessment interva	/ is		Monthly
The <i>expenses</i> stated by	<i>i</i> the <i>Client</i> are as stat	ed in Schedule 9	
The <i>interest rate</i> is Base	rate of the	Bank of England	per annum (not less than 2) above the

6 Compensation events

These are additional compensation events

- 1. 'not used'
- 2. 'not used'

Rev 1.8.5a

- 3. 'not used'
- 'not used' 4.
- 5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

- 1. 'not used'
- 'not used' 2.
- 3. 'not used'

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

	EVENT The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service	MINIMUM AMOUNT OF £	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION 12 Years		
	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>) from or in connection with the <i>Consultant</i> Providing the Service	£	12 Months		
	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	Which ever is the greater of or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law		
	The <i>Consultant's</i> total liability matters arising under or in or other than the excluded mat	connection with the contract,	£		
Resolving and avoiding disputes					
	The <i>tribunal</i> is		Litigation in the courts		
	The Adjudicator is		'to be confirmed'		

Address for communications

'to be confirmed'

'to be confirmed'

Address for electronic communications

The Adjudicator nominating body is

The Institution of Civil Engineers

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 are 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 sub contractor, 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 resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z6 The Schedule of Cost Components

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

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 approval of a fee note. Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made within one week after the paying Party receives an invoice from the other Party and

If a certified payment is late, 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

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 X18: Limitation of Liability

The Consultant's liability to the Client for indirect or consequential loss is limited to

The Consultant's liability to the Client for Defects that are not found until after the defects date is limited to

The end of liability date is Completion of the whole of the service 6 years

after the

£

£

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is after the date on which payment becomes due 14 days

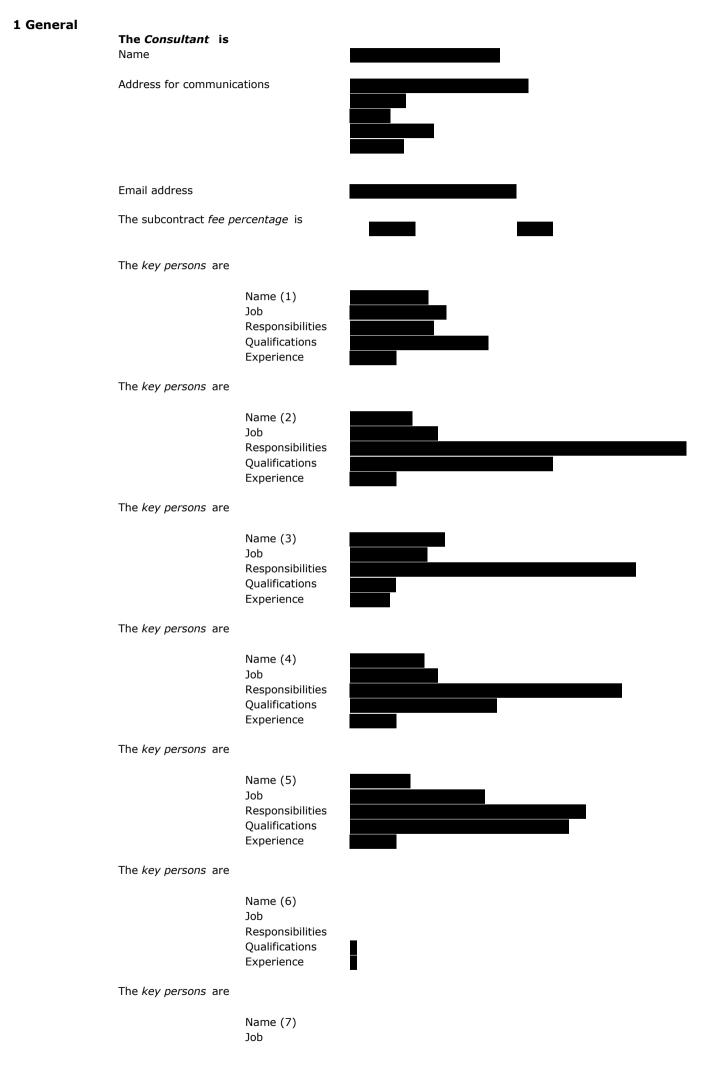
Y(UK3): The Contracts (Rights of Third Parties Act) 1999

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.



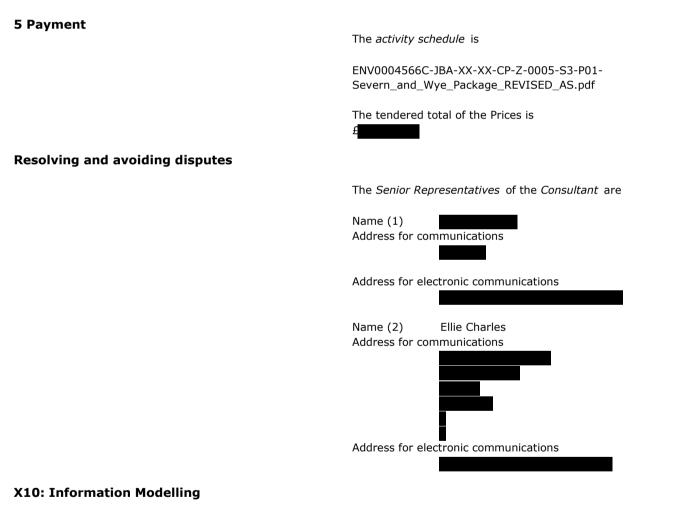
Responsibilities Qualifications Experience

The following matters will be included in the Early Warning Register

Procurement of survey for Cam & Wickster and River Severn Phase 2 studies.

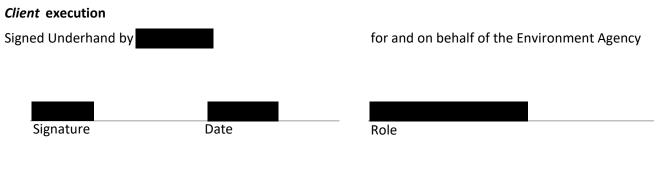
Survey costs provided in contract price are subject to refinement once tendered prices from sub contractors are received.

Framework Heads Up 291 will influence progression of work if the completion date extends past 31/03/2024 as the contract progresses



The information execution plan identified in the Contract Data is

Contract Execution



Consultant execution

Signed Underhand	by [PRINT NAME]	for and on behalf of	Jeremy Benn Associates Ltd
		-	
[Electronic]	31/03/2023		
Signature	Date	Role	