



Framework: Client Support Framework
Supplier: Jeremy Benn Associates Ltd

Company Number: 03246693

Geographical Area: East

Project Name: Cranbrook/Counter Drain Project

Project Number: ENV0001351C

Contract Type: Professional Service Contract

Option: Option E

Contract Number: 32853

Stage: Study_or_Service_NOT_Design

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework

Project Name

Cranbrook/Counter Drain Project

Project Number

ENV0001351C

This contract is made on

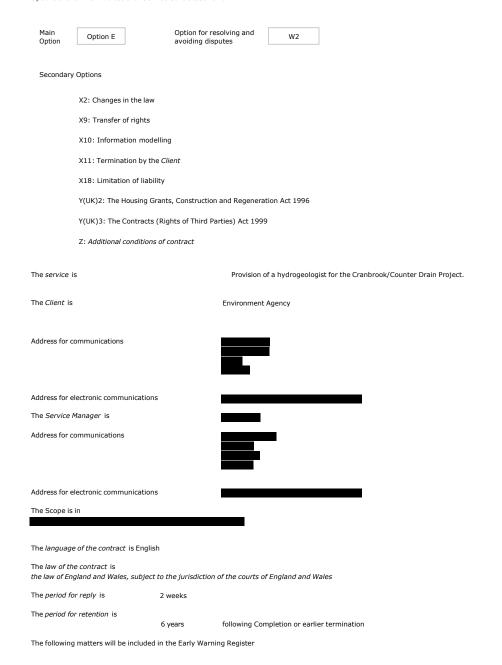
between the Client and the Consultant

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the Client and the Consultant in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- $\bullet \ \ \text{Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.}$
- The following documents are incorporated into this contract by reference CCD FRM Strategy Hydrogeologist PSC Scope dated 11/10/2021.

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.



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

2 The ${\it Consultant's}\ {\it main}\ {\it responsibilities}$

The key dates and conditions to be met are

condition to be met

'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

3 Time

The starting date is 23 November 2021

2 weeks

key date

4 weeks

All UK Offices

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

23 November 2021 FastDraft

The Consultant submits revised programmes at

intervals no longer than 4 weeks

The completion date for the whole of the service is 31 March 2022

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 $\ensuremath{\textit{currency of the contract}}$ is the £ sterling The assessment interval is Monthly

The expenses stated by the Client are as stated in Schedule 6.

The interest rate is 2.00% per annum (not less than 2) above the

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

The exchange rates are those published in

6 Compensation events

These are additional compensation events

'not used'

'not used'

3. 4. 'not used' 'not used

'not used'

8 Liabilities and insurance

These are additional Client's liabilities

'not used'

'not used' 'not used

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

EVENT MINIMUM AMOUNT OF PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION

The Consultant's failure to £5 million in respect of use the skill and care normally used by professionals providing services similar to the

12 years each claim, without limit to the number of claims

Loss of or damage to property and liability for of the *Consultant*) arising to the number of claims from or in connection with the Consultant Providing the Service

service

Which ever is the greater of 12 months £5m or the amount bodily injury to or death of required by law in respect a person (not an employee of each claim, without limit

Death of or bodily injury to Which ever is the greater of For the period required by employees of the £5m or the amount law consultant arising out of required by law in respect and in the course of their employment in connection of each claim, without limit to the number of claims with the contract

The Consultant's total liability to the Client for all £5 million matters arising under or in connection with the contract, other than the excluded matters is limited to

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 replace with: The *service* is affected by any of the following events

- War, (viil 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 CostsIn 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 resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

When appointing Consultants on a secondment basis only:

19.1 The Client will from starting date to Completion Date indemnify the Consultant against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the Consultant in providing the services save where such claims, in the reasonable opinion of the Client, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the Consultant;

19.1 2 The Consultant has acted contrary to the Service Manager's reasonable instructions or wholly outside the scope of the Consultant's duties as defined by the Service Manager.

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the Consultant under this contract or a previous contract 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.

Z8 Requirement for Invoice

Insert the following sentence at 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 insert the following:

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

Z9 Conflict of Interest

The Consultant immediately notifies the Client of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the Consultant (including without limitation its reputation and standing) and/or the Client of which it is aware or which it anticipates may justify the Client taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the Client, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The Consultant shall notify the Client as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a Consultant Change in Control and shall give further notice to the Client when any Change in Control has occurred. The Client may terminate this contract with immediate effect by notice in writing and without compensation to the Consultant within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the Client becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause 212. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or dimunition of the obligations established by the Contract.

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 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 14 Days after the date on which payment becomes due

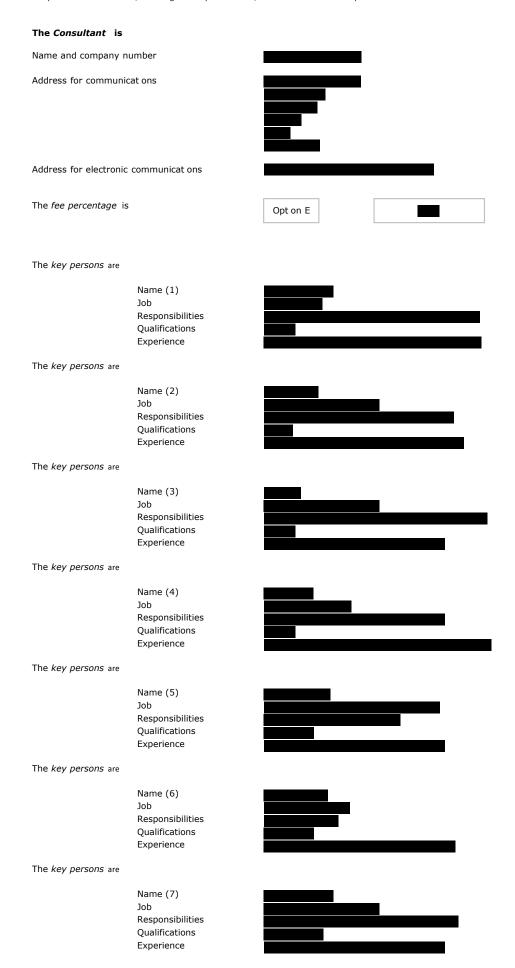
Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term *beneficiary*

Part Two - Data provided by the Consultant

 $Completion \ of \ the \ data \ in \ full, \ according \ to \ the \ Options \ chosen, \ is \ essential \ to \ create \ a \ complete \ contract.$

1 General



The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

Appendix 1 JBA Draft initial programme v1

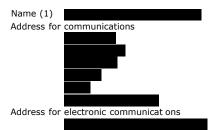
5 Payment

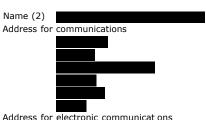
The activity schedule is

The forecast of the Pr ces is

Resolving and avoiding disputes

The Senior Representatives of the Consultant are





Address for electronic communications

X10: Information Modelling

The information execution plan identified in the Contract Data is N/A

Contract Execution

Client execution

Sighed Underhand by [PRINT NAME]

For and on behalf of the Environment Agency



Signature

Date

Role

Consultant execution

Signed Underhand by Andrew Gubbin

for and on behalf of

Jeremy Benn Associates Ltd



