



Framework: Mapping & Modelling Framework
Supplier: Jeremy Benn Associates Ltd

Company Number: 03246693

Geographical Area: East

Project Name: East Anglia Modelling Package 1

Project Number: ENV0004153C

Contract Type: Professional Service Contract

Option: Option C

Contract Number: 33152

Stage: All_Work_Types

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framework CONTRACT DATA

Project Name East Anglia Modelling Package 1

Project Number

ENV0004153C

This contract is made on between the *Client* and the *Consultant*

This Contract is made pursuant to the Framework Agreement (the "Agreement") dated 16 th day of May 2019 between the Client and the Consultant in relation to the NG SA Mapping and Modelling Support Framework. The entire Agreement and the following schedules are incorporated into this Contract by reference

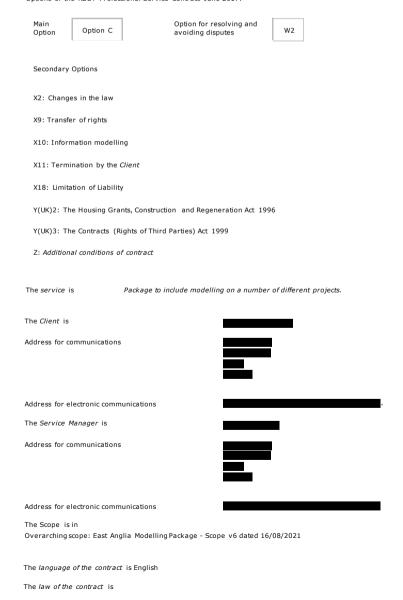
- Schedules 1 to 22 inclusive
- The following documents are incorporated into this contract by reference
 Overarching scope: East Anglia Modelling Package Scope v6 dated 16/08/2021

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.



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

4 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 Consultant prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than

3 Time

The starting date is 11 October 2021

The ${\it Client}\,$ provides access to the following persons, places and things

access date
FastDraft 11 October 2021

The ${\it Consultant}\,$ submits $\,$ revised programmes at intervals no longer than

ntervals no longer than 4 weeks

The completion date for the whole of the service is 31 March 2023

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

ubmit 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 $\it{expenses}$ stated by the \it{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

The ${\it Consultant's \ share \ percentages}$ and the ${\it share \ ranges}$ are

 Iess than
 80 %
 0 %

 from
 80 % to
 120 %
 50 %

 greater than
 120 %
 100 %
 100 %

6 Compensation events

These are additional compensation events

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

8 Liabilities and insurance

These are additional Client's liabilities

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

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

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

service

MINIMUM AMOUNT OF in respect of each claim, without limit to the number

12 Years

PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of claims of the Consultant) from or in connection with the

Consultant Providing the
Service

12 Months

Consultant arising out of and in the course of their employment in connection with the contract

Death of or bodily injury to the employees of the E5m or the amount required by law in respect of each claim, without limit to the number of claims

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

Resolving and avoiding disputes

The tribunal 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

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 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,
 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

Z4 Share on termination

Delete existing clause 93.3 and 93.4 and replace with:
92.3 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 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 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

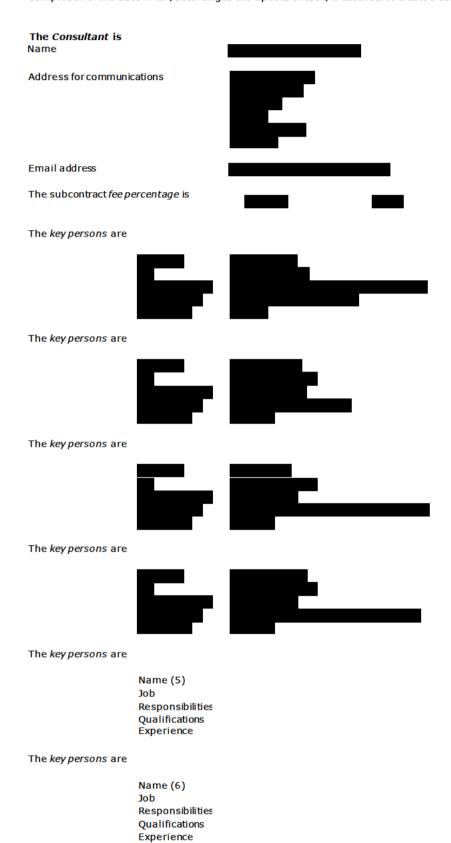
Y(UK3): The Contracts (Rights of Third Parties Act) 1999

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 key persons are

Name (7) Job Responsibilities Qualifications Experience

The following matters will be included in the Early Warning Register

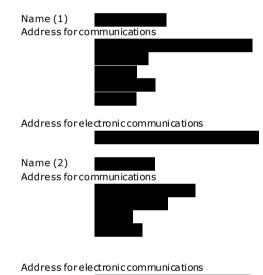
5 Payment

The activity schedule is See Pricing Schedule for individual activity schedules for each ta

The tendered total of the Prices is

Resolving and avoiding disputes

The Senior Representatives of the Consultant are



X10: Information Modelling

The information execution plan identified in the Contract Data is To be completed upon project award

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency





Consultant execution

Signed Underhand by

for and on behalf of Jeremy Benn Associates Ltd



