



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

Company Number: 03246693

Geographical Area: East

Project Name: East Anglia Boreholes Survey

Project Number: ENV6005738R

Contract Type: Professional Service Contract

Option: Option E

Contract Number: C5341

Stage: All_Work_Types

Revision	Status		Originator		Reviewer	

nt

Date	

PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framewo CONTRACT DATA

Project Name East Anglia Boreholes Survey

Project Number ENV6005738R

This contract is made on

between the Client and the Consultant

This Contract is made pursuant to the Framework Agreement (the "Agreement relation to the NGSA Mapping and Modelling Support Framework. The entire A by reference

- Schedules 1 to 22 inclusive
- The following documents are incorporated into this contract by reference

Part One - Data provided by the Client

Statements given in all Contracts

1 GeneralThe *conditions of contract* are the core clauses and the clauses for the following of the NEC4 Professional Service Contract June 2017.

Main
Option E
Option for resolving and avoiding disputes
W2

Secondary Options

X2: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the Client

X18: Limitation of Liability

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

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

Z: Additional conditions of contract

The service is Provision of surveying services for the East Anglia Bu The Client is **Environment Agency** Address for communications Address for electronic communications The Service Manager is Address for communications Address for electronic communications The Scope is in Scope: PSC - Survey Scope J02825 East Anglia Boreholes Survey (002) -v3 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 The period for reply is 2 weeks The period for retention is following Completion or 6 years The following matters will be included in the Early Warning Register 2 3 Early warning meetings are to be held at intervals no longer than

_a..., ..a.....g ...eea...ge a.e to be ..e.a at ...ee vale ..e ie..ge. a..

2 The Consultant's main responsibilities

The *key dates* and *conditions* to be met are *conditions* to be met

'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

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

The Consultant submits revised programmes at intervals no longer than

The completion date for the whole of the service is

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

The period between Completion of the whole of the service and the $defects\ date$ is

5 Payment

The currency of the contract is the

The assessment interval is

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

The *interest rate* is 2.00%

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

6 Compensation events

These are additional compensation events

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

8 Liabilities and insurance

These are additional Client's liabilities

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

The minimum amount of cover and the periods for which the Consultant maintair

EVENT The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	MINIMUM AMOUNT OF £ 5 Million in respect of each claim, without limit to the number of claims	PERIOD FOLLOWING CO 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	£ 5 Million in respect of each claim, without limit to the number of claims	12 Months
Dooth of or hadily injury to	Which over is the greater of	For the period required

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

Death of or bodily injury to Which ever is the greater of For the period required £5m 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 \pounds 5 Million matters arising under or in connection with the contract, other than the excluded matters 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 I

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 combus
- \bullet 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 under 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
- Exceeding the Scope without prior instruction that leads to abortive cost
- $\bullet \ \ \text{Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or a submission of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or documents due to inadequate QA prior to submission due to the prior to submission due to the prior documents due to the prior documen$
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments
- 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 agri-
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the
- Costs associated with the attendance at additional meetings after programmed completion, if delay is due to
- 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
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirem
- Was incurred as a result of the Client issuing a Yellow or Red Card to prepare a Performance Improvement I
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call

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 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 othe If a certified payment is late, interest is paid on the late payment. Interest is assessed from the date by which payment is made, and is included in the first assessment after the late payment is made

03 February 2023	
) dated 16th day of May 2019 between the <i>Client</i> and the <i>Consultant</i> in reement and the following schedules are incorporated into this Contract	
ain Option, the Option for resolving and avoiding disputes and secondary	

rk

oreholes.			
nent-agency.gov.uk			
nent-agency.gov.uk			
and Wales			
earlier termination			
	2 weeks		
	key date		

'none set'

'none set'
'none set'
4 weeks
06 February 2023
access date
4 weeks
24 March 2023
4 weeks
4 weeks
26 weeks
£ sterling
Monthly
per annum (not less than 2) above the

ns insurance are

OMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION

by law

Engineers
tion of nuclear fuel,
ertaken).
or document formats.
· design errors.
(greater than 5% of commission value)
eed with the Service Manager Service Manager Consultant performance.
delivery through the <i>Consultant's</i> involvement ents Plan off contracts following an audit

week of the Service Manager's approval of a fee note.

- r Party and
- the late payment should have been made until the date when the late

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 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 we

OPTION X18: Limitation of Liability

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

£1,00

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

£5,00

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

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

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

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

term *beneficiary*

No terms within this contrac No beneficiary within this contract

ne courts of

eks

0,000

fects date is

0,000

lue

Part Two - Data provided by the Consultant

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

1 General

The Consultant is Name Address for communications Email address The subcontract fee percentage is Option E 3.00% The key persons are Name (1) Job Responsibilities Qualifications Experience The key persons are Name (2) Job Responsibilities Qualifications Experience The key persons are Name (3) Job Responsibilities Qualifications Experience The key persons are Name (4) Job Responsibilities Qualifications Experience The key persons are Name (5) Job Responsibilities Qualifications Experience The key persons are Name (6)

Job

Responsibilities Qualifications Experience

The key persons are

Name (7) Job Responsibilities Qualifications Experience

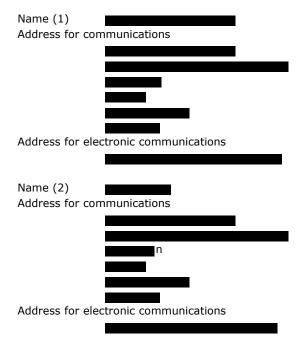
The following matters will be included in the Early Warning Register Weather

Access onto private land

COVID

Resolving and avoiding disputes

The Senior Representatives of the Consultant are



X10: Information Modelling

The information execution plan identified in the Conti

e contract.

rk. This has

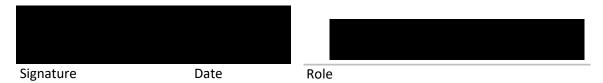
ract Data is

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency



Consultant execution

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

Signature Date Role

s Ltd