



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	

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Date

PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framework 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 Agreement is incorporated into this Contract 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 General

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

Main
Option

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 B*

The *Client* is *Environment Agency*

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

The *Service Manager* is

[REDACTED]

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

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

6 years

following Completion or

The following matters will be included in the Early Warning Register

1

2

3

4

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

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 <i>interest rate</i> 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* maintain

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING C
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£ 5 Million in respect of each claim, without limit to the number of claims	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
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 £5m or the amount <i>required by law</i> in respect of each claim, without limit to the number of claims	For the period required

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'

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 combust
- 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
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or
- 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 agr
- 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 other Party.
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 *Client* and the *Consultant* in agreement and the following schedules are incorporated into this Contract

main Option, the Option for resolving and avoiding disputes and secondary

oreholes.

nemt-agency.gov.uk

nemt-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

All UK Offices

is 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 *Consultant's* involvement
ents

Plan

off contracts following an audit

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

r Party and
i 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 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 liability period* is limited to £5,000,000

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 due

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

term beneficiary

No terms within this contract No beneficiary within this contract

re courts of

æks

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 [redacted]

Address for communications [redacted]
[redacted]
[redacted]
[redacted]

Email address [redacted]

The subcontract fee percentage is Option E 3.00%

The key persons are

Name (1) [redacted]
Job [redacted]
Responsibilities [redacted]
Qualifications [redacted]
Experience [redacted]

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

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

Address for electronic communications
[redacted]

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

Address for electronic communications
[redacted]

X10: Information Modelling

The information execution plan identified in the Cont

æ contract.

rk. This has

ract Data is

Rev 1.8.4a

Contract Execution

Client execution

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

<div></div>	<div></div>	<div></div>
Signature	Date	Role

Consultant execution

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

<div></div>			
<div></div>	<div></div>	<div></div>	
Signature	Date	Role	

s Ltd