



Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Stage:

Mapping & Modelling Framework

Jeremy Benn Associates Ltd

03246693

D&E Updates Project

Professional Service Contract

Option C

project_35918

All_Work_Types

Revision	Status	Originator	Reviewer	Date
1	Superseded			
2	Superseded			11/05/2022
3	Superseded			30/05/2022
4	Live			10/06/2022

PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framework
CONTRACT DATA

Project Name D&E Updates Project

Project Number [REDACTED]

This contract is made on 07/09/2022
between the *Client* and the *Consultant*

This Contract is made pursuant to the Framework Agreement (the “Agreement”) dated 16th day of May 2019 between the *Client* and the *Consultant* in relation to the NGSA 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
 - 2022-2_18_PSC_River Wharfe (Mid) Catchment Study_V12_FINAL_EA
 - 2022-2_18_PSC_River Worth_V8_FINAL
 - 2022-2_18_PSC_Wyke Beck Improvements - Killingbeck Meadows FAS_V8_FINAL
 - 2022-2_21_PSC_Pocklington FAS – Post scheme update_V10_FINAL
 - 2022-3_4_PSC_Review of climate change scenarios in Yorkshire model archive_Final
 - DE_Supplementary_Information_V1
 - LIT 56326 - Fluvial Modelling Standards
 - LIT 18686 - NEC4 Minimum Technical Requirements for Modelling

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 C	Option for resolving and avoiding disputes	W2
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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 To review the new climate change scenarios in the Yorkshire model archive and to allow meaningful and accurate flood warning and flood alert areas to be mapped.

The *Client* is Environment Agency

Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications [REDACTED]

The *Service Manager* is [REDACTED]

Address for communications Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications [REDACTED]

The Scope is in

2022-2_18_PSC_River Wharfe (Mid) Catchment Study_V12_FINAL_EA
2022-2_18_PSC_River Worth_V8_FINAL
2022-2_18_PSC_Wyke Beck Improvements - Killingbeck Meadows FAS_V8_FINAL
2022-2_21_PSC_Pocklington FAS – Post scheme update_V10_FINAL
2022-3_4_PSC_Review of climate change scenarios in Yorkshire model archive_Final
DE_Supplementary_Information_V1
LIT 56326 - Fluvial Modelling Standards
LIT 18686 - NEC4 Minimum Technical Requirements for Modelling

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 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
1
2
3
4

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The *Consultant's* main responsibilities

The <i>key dates</i> and <i>conditions</i> to be met are	
<i>conditions</i> to be met	<i>key date</i>
'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 4 weeks

3 Time

The *starting date* is 05 August 2022

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

The *Consultant* submits revised programmes at intervals no longer than 4 weeks

The *completion date* for the whole of the *service* is 05 June 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 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 *expenses* stated by the *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

All UK Offices

The <i>Consultant's share percentages</i> and the <i>share ranges</i> are					<i>Consultant's share percentage</i>	
			<i>share range</i>			
less than			80 %		0 %	
from	80	%	to	120 %	50 %	
greater than			120 %		100 %	

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* maintains insurance are

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
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 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 to the <i>Client</i> 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 <i>tribunal</i> is	Litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> 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 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

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* 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	<i>beneficiary</i>
any	none
not used	not used
not used	not used
not used	not used

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 Consultant is

Name

Jeremy Benn Associates Ltd

Address for communications

1 Broughton Park Old Lane North
Broughton
Skipton
North Yorkshire
BD23 3FD

Email address

The subcontract fee percentage is

Option C

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

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register
Data delivery
Model stabilisation

3 Time

If a programme is to be identified in the Contract Data. The programme identified in the Contract Data is
ENV0004638C-JBA-XX-XX-PG-Z-0001-S2-1-Updated_Programme (18.08.2022).pdf

5 Payment

The *activity schedule* is
DEUpdates_Activity_Schedule_v4_JBA (14th July update).xlsx

The tendered total of the Prices is
£97,634.82

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

Address for electronic communications
[redacted]

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

Address for electronic communications
[redacted]

X10: Information Modelling

The information execution plan identified in the Contract Data is
-

Contract Execution

Client execution

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

[Redacted signature area]

Signature Date Role

Consultant execution

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

[Redacted signature area]

Signature Date Role