



Framework: Collaborative Delivery Framework
Supplier: Jeremy Benn Associates Ltd
Company Number: 03246693

Geographical Area: Solent and South Downs
Contract Name: East Sussex Coastal Model 24/25
Project Number: ENV7005100R

Contract Type: Professional Service Contract
Option: Option C

Contract Number: C20581

Stage: Pre_SOC

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name East Sussex Coastal Model 24/25

Project Number ENV/70051008

This contract is made on between the Client and the Consultant

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 and Framework Agreement Extension dated 1st April 2023 between the Client and the Consultant in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into the Contract by reference
- Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
2022-7-1_PSC_East Sussex Coastal Model Update_Scope_V8

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

Secondary Options

- X1: Changes in the law
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the Client
- X18: Limitation of liability
- X20: Key Performance Indicators
- Y(UK2): The Housing Grants, Construction and Regeneration Act 1996
- Y(UK3): The Contracts (Rights of Third Parties) Act 1999
- Z: Additional conditions of contract

The service is The 2022 East Sussex Coastal (TUFLOW) Model requires updating to be brought in line with the latest available information since its inception. The outputs of the model are required to update the Environment Agency's Flood Map for Planning and the National Flood Risk Assessment (NFRA).

The Client is Environment Agency

Address for communications Horizon House, Deaneys Road
Bognor
BS11 5AH

Address for electronic communications

The Service Manager is

Address for communications Environment Agency
Guldbourne House, Chatsworth Road
Worthing
West Sussex
BN11 1UD

Address for electronic communications

The Scope is in 2022-7-1_PSC_East Sussex Coastal Model Update_Scope_V8.docx (sharepoint.com)

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

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

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 09 September 2024

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

Access 09 September 2024

Sharepoint 09 September 2024

Faultcraft 09 September 2024

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

The completion date for the whole of the service is 04 October 2025

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 Client set total of the Prices is £74,360.62

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 Bank 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

If Option C is used

The Consultant's share percentages and the share ranges are:

share range	less than	from	greater than	Consultant's share percentage
0 %	0 %	0 %	0 %	0 %
100 %	100 %	100 %	100 %	100 %

as set out in Schedule 17

as set out in Schedule 17

6 Compensation events

These are additional compensation events

1. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
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 COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	£5,000,000 in respect of each claim, without limit to the number of claims	6 years after Completion
Loss of or damage to property and liability for each claim, without limit to the number of claims or the number of claims arising from or in connection with the Consultant's Providing the Service	£15,000,000 in respect of each claim, without limit to the number of claims or the number of claims arising from or in connection with the Consultant's Providing the Service	6 months after Completion
Death of or bodily injury to the employees of the Consultant arising out of and in the course of their employment in connection with the contract	Legal expenses in respect of each claim, without limit to the number of claims	For the period required by law
The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to:	£5,000,000	

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

2 Clauses

21 Disputes

Delete existing clause 20.1

22 Prevention

Delete the last of clause 18 Prevention is deleted. Delete the last of clause 60.1(2) and replace 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.

23 Disallowed Costs

Add the following in second bullet of 11.2 (28) 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":

- Materials or delays caused by the Consultant's failure to follow standards in Scope/quality plans
- Reimbursement of the Consultant's legal fees;
- 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-generated 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 time 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 programme Completion, if delay is due to Consultant performance
- Costs associated with notifications 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
- Work incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Work incurred as a result of the Client issuing a Notice or Red Card to prepare a Performance Improvement Plan
- Work incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

24 Share on termination

Delete existing clause 93.3 and 93.4 and replace with: 93.3 In the event of termination in respect of a contract relating to services there is no Consultant's share

26 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

27 Consultant's share

54.1 The Service Manager assesses the Consultant's share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided to Date. The difference is divided into increments falling within each of the share ranges. The limits of a share range are the Aggregated Price for Service Provided to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The Consultant's share equals the sum of the products of the increment within each share range and the corresponding Consultant's share percentage. 54.2 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the Consultant's share of the difference is nil. If the Aggregated Price for Service Provided to Date is greater than the Aggregated Total of the Prices, the Consultant pays its share of the excess. 54.2A If, prior to Completion of the whole of the service, the Price for Service Due to Date exceeds 11% of the total of the Prices, the amount in excess of 11% of the total of the Prices is retained from the Consultant. 54.2B, prior to the Completion Date, the Price for Service Provided to Date exceeds 10% of the total of the Prices, the amount in excess of 10% of the total of the Prices is retained from the Consultant. 54.3 The Service Manager makes a preliminary assessment of the Consultant's share at Completion of the Whole of the service using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the service. 54.4 The Service Manager makes a final assessment of the Consultant's share, using the Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is included in the final amount due. 93.3 If there is a termination under 24 applies, the Service Manager assesses the Consultant's share after certifying termination. The assessment uses as the Aggregated Price for Service Provided to Date the sum of:

- the total of
 - the Defined Cost which the Consultant has paid and
 - which it is committed to pay for work done before termination and
 - the total of
 - the Defined Cost which the Consultant or Contractor has paid and
 - which it is committed to pay in the future contract, before the date the termination certificate is issued under this contract.The assessment uses as the Aggregated Total of the Prices the sum of:
 - the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed and
 - the total of
 - the lump sum price for each activity which has been completed and
 - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed.

11.2(25) The Aggregated Total of the Prices is sum of:

- the total of the Prices and
- the total of the Prices in the partner contract

11.2(26) The Aggregated Price for Service Provided to Date is the sum of:

- the Price for Service Provided to Date and
- the Price for Service Provided to Date or the Price for Work Done to Date in the partner contract.

223 Linked contracts

Insert: Invoicing, retention or remark on this contract due to a fault or error of the Consultant will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Completion event under this contract or any subsequent contract under this project or programme.

224 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 certificate. Delete existing clause 51.2 and replace with: 51.2 Each certified payment is made by the date of:

- two weeks 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.

225 Risk and insurance

The Consultant is required to submit insurances annually as Clause 24 of the Framework Agreement

2.25 Payment for Service Provided to Date

Delete existing clause 11.2 (21) and replace with: 11.2 (22) The Price for Service Provided to Date is the total Defined Cost which the Service Manager forecasts will have been paid by the Consultant before the next assessment date plus the Fee. The Price for Service Provided to Date shall not exceed the forecast for the same as provided under clause 20.5

2111 PSC - Fee adjustment for non compliance with Scope

Delete existing 11.2 (29) and replace with the following clause: The Fee is the amount calculated by applying the fee percentage to the amount of the Defined Cost excluding the Cost of Subcontractors that have not complied with procurement. The fee shall be assessed as defined in the Scope. 80% of the fee percentage is applied to the amount of the Defined Cost for Subcontractors that have not complied with procurement by best value processes as defined in the Scope.

2120 PSC - Carbon reduction

Ref. (Clause No.)	Clause words
11.2 Performance	11.2(20) The Performance Table states the targets the Consultant is to achieve in Providing the Service and sets out the adjustment to payment if measured performance is higher, the same or lower than its target. The Performance Table is the performance table unless later changed in accordance with the contract.
15.1 Early Warning	In Clause 15.1 add as a new bullet between the second and third bullet: <ul style="list-style-type: none">• result in a target in the Performance Table not being met.
42.2 Accepting Defects	Delete Clause 42.2 and replace with: <ul style="list-style-type: none">• If the Consultant and the Service Manager are prepared to consider the change, the Consultant submits a quotation to the Service Manager for acceptance including any completion of the relevant programme• Changes to the Performance Table If the quotation is accepted, the Service Manager changes the Scope, the Prices, the Completion Date and the Performance Table accordingly and accepts the revised programme.
Performance Measurement	
57	Add as Clause 57:
57.1	From the starting date until the Completion Date, the Consultant reports to the Service Manager its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the Consultant's performance against a target in the Performance Table is not achieving or is forecast not to achieve the performance target stated, it submits to the Service Manager for acceptance its proposals for improving performance. A reason for not accepting the proposals is that they will not provide the performance target.
57.3	In the table stated in the Performance Table: <ul style="list-style-type: none">• If the relevant performance does not meet the target stated in the Performance Table, the Consultant pays the amount stated in the Performance Table.• If the relevant performance exceeds or meets the target stated in the Performance Table, the Consultant is paid the amount stated in the Performance Table.
57.4	Information in the Performance Table is not Scope.

The performance table is [PSC-carbon-performance-table.xlsx](#)
The Performance table for this contract type (from Partner, Stage) as set out in the Carbon Methodology dated 08 June 2023

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 X7: Delay damages

X7 only Delay damages for Completion of the whole of the *service* are per day

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*

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of 3 months

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

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

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

term beneficiary

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

Address for electronic communications

The *fee percentage* is

Option C

The *key persons* are

Name (1)

Job

Project Manager

Responsibilities

Project management and modelling input

Qualifications

Experience

Name (2)

Job

Principal coastal modeller

Responsibilities

Technical input and quality assurance

Qualifications

Experience

Name (3)

Job

Coastal analyst

Responsibilities

Wave modelling, overtopping and inundation modelling

Qualifications

Experience

Name (4)

Job

Assistant coastal analyst

Responsibilities

Data collection and processing, model updates and managing simul

Qualifications

Experience

Name (5)

Job

Responsibilities

Qualifications

Experience

Name (6)

Job

Responsibilities

Qualifications

Experience

Name (7)

Job

Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

- Delay in data provision
- Staff availability for review and agreement on updates
- Changes to EA staff
- Changes to scope
- Additional meetings required

3 Time

The programme identified in the Contract Data is

Q23-0598 - East Sussex Coastal update - programme (v4 August 2024).pdf

5 Payment

The *activity schedule* is

Q23-0598 - East Sussex Coastal update - activity schedule (v5 Aug 2024).pdf

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]
Address for communications
JBA Consulting
35 Perrymount Road
Haywards Heath
West Sussex
RH16 3BW

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications
JBA Consulting
West Point
Peterborough Business Park
PETERBOROUGH
PE2 6GG

Address for electronic communications
[redacted]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is

See "XXYY-ZZNNXN-JBA-XX-00-PL-Z-0001-PROJECT_BEP_ES.pdf"

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

[Redacted Signature]

19/09/2024

Signature

Date

[Redacted Role]

Role

Consultant execution

Signed Underhand by [PRINT NAME]

for and on behalf of Jeremy Benn Associates Ltd

[Redacted Signature]

[Redacted Signature]

20/08/2024

Signature

Date

[Redacted Role]

Role