



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

**Geographical Area:** South East  
**Project Name:** Shoreham Adur Tidal Walls – Bramber Broc  
**Project Number:** ENVIMSO000648

**Contract Type:** Professional Service Contract  
**Option:** Option C

**Contract Number:** 36263

**Stage:** Other

Revision	Status	Originator	Reviewer

at

ork Design

Date

Contract Name:	Shoreham Adur Tidal Walls – Bramber Brook Design	
Project Number:	ENVIMSO000648	
Framework:	Collaborative Delivery Framework	
Area:	South East	
Contract:	Professional Service Contract	
Option:	Option C	
Contract with:	Jeremy Benn Associates Ltd	
Company No:	03246693	
Contract Date:	27 June 2022	# See footnote
Contract Number:	36263	
Stage:	Other	Use Pulldown
Project Construction Value	Less than or equal to £4m	Use Pulldown
<b># Date when the contract comes into existence, update when countersigned by the Client</b>		



**Incorporated Documents**

Shoreham Adur Tidal Walls – Bramber Brook Design Scope v2.2

**X Clauses;**

X5: Sectional Completion

X7: Delay damages

Delay damages for Completion of the whole of the *service* are

X8: Undertakings to Others

X10: Information modelling

2 weeks

X18: Limitation of liability

£1,000,000.00

£5,000,000

6 years

**Y Clauses;**

Y(UK)1: Project Bank Account

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

14 Days

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

Term

insert term  
insert term  
insert term  
insert term

insert Named Suppliers

**Service Description**

Provide additions to the existing detailed design for the wetland ponds and associated works, discharge relevant pre-construction planning conditions, plus provide sufficient documentation to enable the Client to procure a contractor to undertake the construction.

**Client Details;**

Environment Agency  
Horizon House  
Deanery Rd  
BS1 5AH  
insert address  
insert address  
insert address

[Redacted]

**Service Manager Details;**

[Redacted]

Guildbourne House  
Chatsworth Road  
Worthing  
BN11 1LD  
insert address  
insert address

[Redacted]

**The Scope is in;**

Shoreham Adur Tidal Walls – Bramber Brook Design PSC Scope 2.2

**Period for reply;**

2 weeks

**Period for retention is;**

6 years

**The following matters will be included in the Early Warning Register;**

Suitability of 5 No. Client supplied CAD drawings  
insert details

insert details
insert details

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

2 weeks
---------

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

*condition* 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**

4 weeks
---------

**The starting date is;**

27 June 2022
--------------

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

FastDraft
Asite
Sharepoint
Site
insert details
If more than 5 areas are required add these in the Scope

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

4 weeks
---------

**The completion date for the whole of the service is**

16 December 2022
------------------

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

4 weeks
---------

**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

**The Client set total of the Prices is**

£72,616.85

**The interest rate is;**

Base

2.00%

Bank of England

**If the period in which payments are made is not three weeks and Y(**  
Insert Number

1

All UK Offices

**The exchange rates are those published in;**

insert details

**If there are additional compensation events;**

'not used'

'not used'

'not used'

'not used'

'not used'

**If there are additional Client's liabilities;**

'not used'

'not used'

'not used'

**Z Clauses**

Z4: Share on termination

Z5: Secondments



No Sectional completion

Delay Damages Apply

£49.48 per day

No Undertakings to Others

X10: Information modelling applies

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

Limitation of Liability Applies

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

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

The end of liability date is '**6**' years or '**12**' years after the Completion of the whole of the *service*

No

Yes  No

HGCR Act Applies

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

Yes  No

Rights of 3rd Parties Applies

*Beneficiary*

insert beneficiary
insert beneficiary
insert beneficiary
insert beneficiary

*Beneficiary* - Named Suppliers (If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3.)

Insert a broad description of the *service* associated with the contract

*Client* name  
address line 1  
address line 2  
address line 3  
address line 4  
address line 5  
address line 6

Email address for communications

*Service Manager* name

address line 1  
address line 2  
address line 3  
address line 4  
address line 5  
address line 6

Email address for communications

insert filename / document location

Set at 2 weeks

Use Pulldown - Normally 6 years if signed underhand,  
12 years if signed as deed

Insert matter

Insert matter

Insert matter

Insert matter

Normally 2 weeks

*key date*

'none set'
'none set'
'none set'

Normally 4 weeks

Insert Date

**IS;**

*access dates*

27 June 2022
27 June 2022
27 June 2022
30 June 2022
insert date
insert date

Normally 4 weeks

The *completion date* for the whole of the *service* is

| Normally 4 weeks

Normally 4 weeks

Normally 26 Weeks

**Confirm value**

insert baseline rate  
% per annum above the rate of the  
Bank

**JK)2 is not used;**

Select Period (pull-down)

Month

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are

On;

insert date

insert description of compensation event, or "not used"

insert description of liability to be taken, or "not used"

insert description of liability to be taken, or "not used"

insert description of liability to be taken, or "not used"

Yes  No

Z4: Share on termination applies

Yes

Z5: Secondments does not apply



## Guidance Notes

Option if it is essential to have some parts of the *service* completed before the whole of the *service*. Discuss with Commercial Lead

Option should be considered as default (unless Key Date's are considered more appropriate), X7 should always be used where sectional completion is included. Pre-calculate genuine loss, discuss with Commercial Lead

Insert value 'per day'

X8 should be included as appropriate

Normally 2 weeks

This is an optional clause, which limits the liability of the *Consultant*. Discuss with Commercial Lead.

For contracts less than £4,000,000, the limit is **£1,000,000**, for all other contracts the limit is **£5,000,000**

For contracts completed underhand, the term is 6 years. For contracts completed under deed, the term is 12 years (This would normally only occur on very high value contracts).

**Project Bank Account auto-selects if the below condition is met;**

If there is a compelling reason not to use seek approval from the senior team  
Default use when the contract value is above £500,000

Framework level clause that always applies

Normally 14 days (Not exceeding 14 days) Discuss with Commercial Lead if not 14 days

Framework level clause that always applies. Please state any third party *beneficiaries* to the contract who are enabled to enforce it in future. Please also state the particular terms they are enabled to enforce.

If no *beneficiary* , insert 'not used' or leave as 'insert *beneficiary* '

Describe the *service* in brief

Enter postal address

Enter email address

The *Service Manager* is responsible for managing this contract and would normally be the EA *Project Manager*

States in what documents the Scope information is located

State any matters which could affect the total of the Prices, or delay Completion, which are known at the time of preparing this contract

*Key dates* can impose significant risks on the *Consultant* in some circumstances and should only be used if really necessary. Use if a particular *condition* needs to be met for a third party to deliver their *service* .

List each *condition* and *key date* .

To be included and completed if Option C or E is used. The period is normally four weeks

insert the contract start date

If more than five *access dates* are required then please state the additional dates in the Scope.

Period should not be more frequent than needed for good management. Four weeks is default.

EA *Project Manager* shall state the required *completion date* .

Normally this would be 6 months for a consultancy contract, but seek guidance from Commercial Lead.

Set at 1 month

The insertion of any additional compensation events must be agreed between the compiler and the Commercial Lead.

**8 Liabilities and insurance** - If the level of insurance cover

Not normally used

Use as an option when appointing on a secondment basis



1 General

**The Consultant is**

Jeremy Benn Associates Ltd

1 Broughton Park Old Lane North

Broughton

Skipton

North Yorkshire

BD23 3FD

**The key persons are**

Technical Director

Project Director

insert qualifications

insert experience

Principal Engineer

Project Manager

insert qualifications

Chartered Senior Environmental Consultant

Environmental Co-ordinator

insert experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

**The following matters will be included in the Early Warning Register;**

Topographic survey - scope to be determined

Ground conditions - scope to be determined, including contamination

Culvert CCTV survey - scope to be determined

Access bank strengthening and flood defence repair - scope to be determined

Ecological survey data - may not be sufficient to adequately inform design

Subcontractor availability

insert details

insert details

3 Time

insert details

5 Payment

2022s0746 Bramber Brook Activity Schedule Detailed Design costs

£72,616.85

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

insert name

insert address

insert address

insert address

insert address

insert address

insert address

insert email address

insert name

insert address

insert address

insert address

insert address

insert address

insert address

insert email address

X10: Information modelling;

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

insert details

Email address for communications

The *fee percentage* is

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

Name (5)  
Job  
Responsibilities  
Qualifications  
Experience

Name (6)  
Job  
Responsibilities  
Qualifications  
Experience

Name (7)  
Job  
Responsibilities  
Qualifications  
Experience

The programme identified in the Contract Data is;

The *activity schedule* is

The *Client* set total of the Prices is

Name (1)

address Line 1  
address Line 2  
address Line 3  
address Line 4  
address Line 5  
address Line 6

Email address for communications

Name (2)

address Line 1  
address Line 2  
address Line 3  
address Line 4  
address Line 5  
address Line 6

Email address for communications

If an *information execution plan* is to be identified in the Contract Data

|

Name and address etc. of *Consultant*

Enter email address

Insert the relevant framework tendered *fee percentage*

Name the *key persons* to be working on the contract

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

This is optional and is inserted if a programme is being initially provided

Only include and complete if *activity schedule* Options A or C

Enter postal address

Enter email address

Enter postal address

Enter email address

X10 is always used

# PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

**Project Name** Shoreham Adur Tidal Walls – Bramber Brook Design

**Project Number** ENVIMSO000648

This contract is made on 27 June 2022  
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") between the *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. Schedules are incorporated into this Contract by reference
- Schedules 1 to 22 inclusive of the Framework schedules are relied upon
- The following documents are incorporated into this contract by reference:  
Shoreham Adur Tidal Walls – Bramber Brook Design Scope v2.2

## 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 form of contract (the "Contract") based on the NEC4 Professional Service Contract June 2017.

Main  
Option

Option C

Option for resolving and  
avoiding disputes

#### Secondary Options

X2: 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(UK)2: The Housing Grants, Construction and Regeneration Act 1998

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

Z: *Additional conditions of contract*

The *service* is Provide additions to the existing detailed conditions, plus provide sufficient

The *Client* is Environment A

Address for communications Horizon House  
Deanery Rd  
BS1 5AH

Address for electronic communications [REDACTED]

The *Service Manager* is [REDACTED]  
Address for communications Guildbourne H  
Chatsworth Rd  
Worthing  
BN11 1LD

Address for electronic communications [REDACTED]

The *Scope* is in  
Shoreham Adur Tidal Walls – Bramber Brook Design PSC Scope\_2.2

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

The period for reply is 2 weeks

The *period for retention* is 6 years following Com

The following matters will be included in the Early Warning Register  
Suitability of 5 No. Client supplied CAD drawings

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

FastDraft

Asite

Sharepoint

Site

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 £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is £72,616.85

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

The *interest rate* is 2.00% per annum (not less than 2)  
 Base rate of the Bank of E

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are A

If Option C is used

The *Consultant's share percentages* and the *share ranges* are:  
*share range* Coi  
 less than 80 %  
 from 80 % to 120 %  
 greater than 120 %

## 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*

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLC WHOLE OF TH
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<b>£5,000,000</b> in respect of each claim, without limit to the number of claims	12 year

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> ) arising from or in connection with the <i>Consultant</i> Providing the Service	<b>£15,000,000</b> in respect of each claim, without limit to the number of claims	12 year
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	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the pe</i>
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 is limited to	<b>£5,000,000</b>	

## Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is  
Address for communications

'to be confirm  
'to be confirm

Address for electronic communications

['to be confirm](#)

The *Adjudicator nominating body* is

The Institution

## 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 consult
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the 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 Subcontractor, i.e. payment for work that should not have been paid for by the Subcontractor)  
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 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 arithr
- Production or preparation of self-promotional material
- Excessive charges for project management time on a commission for secondments or full time app (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 in completion is caused by the *Consultant*
- 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 the project 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 result of rectifying a non-compliance with the Framework Agreement and/or following an audit

### **Z4 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 of the profit.

### **Z6 The Schedule of Cost Components**

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

### **Z7 Consultant's share**

Delete existing clauses 54 and 93.3 and replace with:

54.1 The *Service Manager* assess the *Consultant's* share of the difference between the Aggregated Total of 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 of 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 *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* pays its share of the saving. 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 Done to Date exceeds the Aggregated Total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the *Consultant*.

54.3 If, prior to the Completion Date, the Price for Service Provided to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the *Consultant*.

54.4 The *Service Manager* makes a preliminary assessment of the *Consultant's* share at Completion of the service using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is included in the amount due following Completion of the whole of the services.

54.5 The *Service Manager* makes a final assessment of the *Consultant's* share, using the final 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 except if Z4 applies, the *Service Manager* assesses the *Consultant's* share of the 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 *partner 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 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 which has been completed

in the *partner contract* before the date the termination certificate is issued under this contract.

Add:

11.2(25) The Aggregated Total of the Prices is the 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 in the *partner contract*

### **Z23 Linked contracts**

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* will not be a Compensation event under this contract or any subsequent contract, nor will it be a Compensation event under this contract under this project or programme.

### **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 w  
*Service Manager's* certificate.

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made by the later of

- one week 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, withi
- If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a c  
issued, interest is paid on the late payment. Interest is assessed from the date by which the late pay  
made until the date when the late payment is made, and is included in the first assessment after the

## **Z25 Risks and insurance**

The *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement

agreement") dated 01st day of April 2019 between the  
mework. The entire agreement and the following

ion within this contract.

ence

following main Option, the Option for resolving and avoiding disputes and secondary Options of the

W2

d design for the wetland ponds and associated works, discharge relevant pre-construction planning it documentation to enable the Client to procure a contractor to undertake the construction.

Agency

:

[@environment-agency.gov.uk](mailto:environment-agency.gov.uk)

ouse  
oad

[@environment-agency.gov.uk](mailto:environment-agency.gov.uk)

England and Wales

pletion or earlier termination

2 weeks

*key date*

'none set'

'none set'

Rev 1.8.4a

'none set'

4 weeks

27 June 2022

5

*access date*

27 June 2022

27 June 2022

27 June 2022

30 June 2022

4 weeks

16 December 2022

4 weeks

4 weeks

26 weeks

above the  
England

all UK Offices

*consultant's share percentage*  
0 %  
*as set out in Schedule 17*  
*as set out in Schedule 17*

: maintains insurance are

OWING COMPLETION OF THE  
E SERVICE OR TERMINATION

rs after Completion

ns after Completion

*period required by law*

ed'  
ed'

ed'

of Civil Engineers

ants,  
e combustion of nuclear

been undertaken).

guidance or document

netical or design errors

ointments (greater than

ously agreed with the

ed by the *Service*

' is due to *Consultant*

or project delivery

requirements

ovement Plan

any call off contracts

share'

Total of the Prices and the

range are the  
ed as a percentage. The  
corresponding

ces, the *Consultant* is  
Aggregated Total of the

111% of the total of the

al of the Prices, the

of the Whole of the  
gated Total of Prices.

gated Price for Service  
nt due.  
are after certifying

in the activity which has

in the activity which has

her be an allowable cost  
act or any subsequent

ithin one week of the

n the period stated.  
ertificate which should be  
ment should have been  
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 England and Wales

### OPTION X7: Delay damages

**X7 only** Delay damages for Completion of the whole of the *service* are £49.48 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,

The *Consultant's* liability to the *Client* for Defects that are not found until after the is limited to £5,00

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 Sched

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 is due

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

term *beneficiary*



of the courts

per day

weeks

o

,000.00

› *defects date*

0,000

rule 17

ervals of

months

ment becomes

## 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

Jeremy Benn Associates Ltd

Address for communications

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

Address for electronic communications

[REDACTED]

The *fee percentage* is

Option C

[REDACTED]

The *key persons* are

Name (1)

[REDACTED]

Job

Technical Director

Responsibilities

Project Director

Qualifications

Experience

Name (2)

[REDACTED]

Job

Principal Engineer

Responsibilities

Project Manager

Qualifications

Experience

BSc, MSc, CEng, MICE, CEnv, CSci, MCIWEM

Name (3)

[REDACTED]

Job

Chartered Senior Environmental Consultant

Responsibilities

Environmental Co-ordinator

Qualifications

BSc, PGDip, CEnv

Experience

Name (4)

Job

Responsibilities

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

Topographic survey - scope to be determined

Ground conditions - scope to be determined, including

Culvert CCTV survey - scope to be determined

Access bank strengthening and flood defence repair - s

Ecoogical survey data - may not be sufficient to adequ

Subcontractor availability

### **3 Time**

The programme identified in the Contract Data is

### **5 Payment**

The *activity schedule* is

2022s0746 Bramber Brook Activity Schedule Detailed I

### **Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

**X10: Information Modelling**

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

contract.

contaminati

scope to be c

ately inform c

Design costs



# Contract Execution

## Client execution

Signed underhand by [PRINT NAME]

for and on behalf of the Environment Agency

	18/07/2022	Senior Commercial Officer
Signature	Date	Role

## Consultant execution

Signed underhand [PRINT NAME]

for and on behalf of Jeremy Benn Associa

		
	09/07/2022	Director
Signature	Date	Role

tes Ltd