



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

Geographical Area: South East
Contract Name: Monks Brook SSD and NaFRA Rerun
Project Number: ENV0005072C

Contract Type: Professional Service Contract
Option: Option C

Contract Number: C24160

Stage: Pre_SOC

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

Project Name

Police Work 600 and North Wales

Project Number

8000000702

This contract is made in accordance with the terms of the Framework Agreement (the "Framework") dated 1st July 2015 and the Framework Agreement between dated 1st April 2015 between the Client and the Consultant as set out in the Collaborative Delivery Framework. The entire agreement and the following Schedule are incorporated into this contract by reference.

Schedule 1 to 12: Sections of the Framework Schedule are incorporated into this contract.

The following documents are incorporated into this contract by reference:

Project File Name: Police Work 600 - Scope_V01_P01

Part One - Data provided by the Client

Statements given in the Contract

1 General

The conditions of contract are the conditions and the clauses for the following main options: the option for meeting and meeting and meeting options of the contract, the option for meeting and meeting options of the contract.

Option C

Option for meeting and meeting options

W1

Secondary Options

W1: Changes in the law

W2: Changes in the law

W3: Transfer of rights

W4: Information technology

W5: Information technology

W6: Information technology

W7: Information technology

W8: Information technology

W9: Information technology

W10: Information technology

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W12: Information technology

W13: Information technology

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W100: Information technology

6 Communication events

There are additional communication events

1. Contract Methodology - Adherence to and compliance with the Carbon Methodology dated 16 June 2021
2. Not used
3. Not used
4. Not used
5. Not used

8 Limitation and Insurance

There are additional terms - sections

1. Not used
2. Not used
3. Not used

The maximum amount of cover and the periods for which the Consultant requires insurance are

EVENT	MAXIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WORKS OF THE SERVICE OR TRANSITION
The Consultant's liability to the Client for any and all claims arising out of the performance of the Consultant's services under the contract	€10,000,000 in respect of the total value of the contract	6 years after completion
Loss of or damage to property, loss of or damage to the Consultant's liability to the Client for any and all claims arising out of the performance of the Consultant's services under the contract	€10,000,000 in respect of the total value of the contract	6 months after completion
Death of or bodily injury to the employees of the Consultant arising out of the performance of the Consultant's services under the contract	Legal maximum in respect of each case without limit to the number of claims	For the period required by the law
The Consultant's total liability to the Client for any and all claims arising out of the performance of the Consultant's services under the contract	€10,000,000	

Resolving and avoiding disputes

There is dispute resolution in the contract

The Arbitration Address for construction work	to be confirmed to be confirmed
The Arbitration Address for a technical communication	to be confirmed
The Arbitration court not required by	The Institution of Civil Engineers

9 Payment

9.1 Payment

Order starting June 2021

9.2 Payment

Order starting June 2021

9.3 Payment

Order starting June 2021

9.4 Payment

Order starting June 2021

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Order starting June 2021

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Order starting June 2021

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*

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

15.50%

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

r

Project oversight and assurance

BSc MSc MCIWEM C.WEM

20 years

Name (2)

Job

Responsibilities

Qualifications

Experience

Project and Financial Management

BSc MSc MCIWEM C.WEM FGS

15 years

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 following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

Q24-0387 - Monks Brook flood model - programme (v2 Apr 2024).r

5 Payment

The *activity schedule* is

Q24-0387 - Monks Brook flood model activity schedule (v1 Mar 202

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications
JBA Consulting
Coleshill House
Station Road
Coleshill House
B46 1HT

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]

Address for communications
JBA Consulting
35 Perrymount Road
Haywards Heath
RH16 3BW

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


Signature _____

Date


Role _____

Consultant execution

Signed Underhand by 

for and on behalf of Jeremy Benn Associates Ltd


Signature _____

01/05/2024
Date


Role _____