



Framework:
Supplier:
Company Number:

Client Support Framework
Jeremy Benn Associates Ltd



Geographical Area:
Project Name:
Project Number:

Midlands
National Operations Navigation Team Sustainability Manage
ENV0003863C

Contract Type:
Option:

Professional Service Contract
Option E

Contract Number:

project_32989

Revision	Status		Originator		Reviewer		Date

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA**

Project Name National Operations Navigation Team Sustainability Manager

Project Number ENV0003863C

This contract is made on 01 June 2021
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- 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 main Option, the Option for resolving and avoiding disputes and secondary 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

Fulfill the role of Sustainability Manager in support of the National Operations Navigation Team.

The *Client* is

Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The *Scope* is in
Navigation_Sustainability_Manager_Scope v1 dated 1 April 2021

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
condition to be met *key date*
 '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 01 June 2021

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 31 March 2022

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 6.

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 *exchange rates* are those published in on

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st April 2021 and 30th June 2021
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
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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>) arising from or in connection with the <i>Consultant</i> Providing the Service	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	12 months
Death of or bodily injury to 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 is limited to	£1 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 replace with:

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

In second bullet of 11.2 (18) 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 ' :

- 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

When appointing *Consultants* on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;

or

19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager*.

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z8 Requirement for Invoice

Insert the following sentence at 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 insert the following:

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, 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

Z9 Conflict of Interest

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z11 Rate Increase Provision

Contracts with a duration of less than two years, which are extended over this duration by the *Service Manager* due to *Client* Scope increases, may apply a rate review as follows. The *Consultant* will charge the *Client* the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

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

£1,000,000.00

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

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 and company number

Jeremy Benn Associates Ltd

Address for communications



Address for electronic communications

The *fee percentage* is

Option E



The *key persons* are

Name (1)



Job

Environment & Sustainability Analyst

Responsibilities

Project Manager / Environment & Sustainability Lead

Qualifications

See CV

Experience

See CV

The *key persons* are

Name (2)



Job

JBA Head of Sustainability and Environment

Responsibilities

Project Director

Qualifications

See CV

Experience

See CV

The *key persons* are

Name (3)



Job

Senior Environment & Sustainability Analyst

Responsibilities

Environment & Sustainability specialist

Qualifications

See CV

Experience

See CV

The *key persons* are

Name (4)



Job

Independent Consultant

Responsibilities

Carbon specialist

Qualifications

See CV

Experience

See CV

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

No expenses included within the contract sum. Should travel to EA offices &
Contract period spans the CSF rate review date. Contract sum may need to

-
-
-
-
-
-

3 Time

The programme identified in the Contract Data is

1/6/21 to 31/3/22

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications

JBA Consulting

[REDACTED]th

[REDACTED]

[REDACTED]

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

JBA Consulting

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Address for electronic communications

[REDACTED]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is
N/A

Contract Execution

Client execution

Signed under hand by

for and on behalf of **the Environment Agency**

Signature



Date

28 May 2021

Consultant execution

Signed under hand by

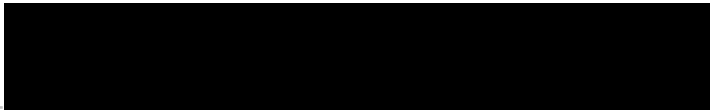


for and on behalf of

Jeremy Benn Associates Ltd

Signature

Role



Date

26 May 2021

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	National Operations Navigation Team Sustainability Manager
Project SOP reference	ENV0003863C
Contract reference	project_32989
Date	01/04/2021
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The services are to be compliant with the version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	8	08/01/2018

Details of the *services*

Details of the *services* are as follows.

1. Description of the work:

Objective

Sustainability lead in National Operations Navigation team to plan and deliver environmental sustainability improvements for the Navigation function.

Work with Areas, National and suppliers to enable Navigation to meet and contribute to corporate and legal sustainability goals and objectives e.g. Net zero carbon by 2050, UN SDG's, Emissions 2030, biodiversity net gain, and climate adaptation actions.

Approach

Step 1:

The *Consultant* shall:

- Consult and investigate to understand the current position of the Navigation function with regard to sustainable practices.
- Develop and get agreement to a high level prioritised plan for tactical improvements which will reduce our impact on the environment, reduce our carbon footprint and improve the environment. Examples:
 - Establish baseline carbon data and data management processes for Nav.
 - Work with Areas to identify and develop local decarbonisation solutions and projects.
 - Work to align supplier objectives with EA E-mission objectives:
 - A) Carbon reduction (responding to the climate emergency);
 - b) Material selection (optimising our use of resources);
 - C) Environmental net gain, and;
 - D) Benefitting people and communities.
 - Develop an assurance process to ensure objectives are being met and progress is being made.
 - Identify the skills and behaviors needed to ensure sustainable thinking is embedded in the way we do things throughout the function and supply chain we work with.
- Establish key contacts and networks across the business to enable you to influence and engage with the key people and initiatives required to implement the plan.
- Initiate the following strategic activities
 - Maintain strategic oversight and act as Navigations lead on projects and forums (e.g. NZC group, for PAS 2080 accreditation etc).
 - Interface with the E&B directorate sustainability lead and supply chain.
 - Develop/share best practice and ideas across the teams.
 - Influence and keep us linked in with current thinking and initiatives (e.g. ERIC tool improvement project).
 - Develop thinking related to climate change impacts on the operation of our waterways.

Step 2

The *Consultant* shall:

- Initiate the top priority actions in the plan.

Considerations

The *Consultant* shall consider the content and remit of other plans and practices to ensure alignment and avoid duplication e.g. each IDT will have a 'Sustainability Plan' as will each Area, along with an 'outcome plan' which may describe the catchment related outcomes they are working to deliver. WLB and FCRM asset portfolios may also be developing sustainability plans.

The *Consultant* shall align with and work to deliver the objectives of the 'Sustainable Navigation Business Plan' and the climate Adaptation report actions (see draft actions in appendix 1.)

Outcomes expected:

- An agreed high level prioritised plan of sustainability improvements for Navigation (aligned to our corporate objectives, sustainable navigation business plan and Climate Adaptation actions).
- The Navigation function is integrated into the relevant networks across the business and is engaged with the key people and initiates required to implement the plan.

When approaching this task the *Consultant* shall:

- Bring in experience and advise from across the supply chain and other similar organisations.
- Develop communities of practice to guide, develop and comment on various topics and activities.
- As an indication, we expect this commission to utilise one FTE for the year.

2. Engagement Required

To develop the thinking and understand what's happening across the business, initially the *Consultant* shall link in with:

- Sustainable Business Team ([REDACTED])
- Sustainability manager TEAM2100 ([REDACTED])
- NEAS ([REDACTED])
- APM Sustainability manager ([REDACTED])
- UN SDG lead ([REDACTED])
- Carbon Manager ([REDACTED])
- E&B Directorate Sustainability lead for Navigation ([REDACTED])

And possibly:

- [REDACTED] – Sustainable Business Lead
- Biodiversity net gain team ([REDACTED])
- Emissions 2030 team
- PAS 2080 ([REDACTED])

- Engage and utilise the experience and intelligence of local teams, other EA departments and other organisations where appropriate.
- Periodic (weekly) catch-ups with the *Service Manager* plus a brief summary for monthly board meetings as and when required.

3. Governance

- This role will sit within the National Operations Navigation team reporting to the Navigation Programme Manager.
- Where possible existing governance arrangements should be used to seek agreement and endorsement of decisions required. Where impacts and decisions solely relate to the Navigation function, the Navigation Assets Board (which sits monthly) will be the initial governance board. This board escalates to a sponsoring group and ultimately the E&B business Board.
- For wider, cross cutting issues we would use the AMSPB board initially. This Board escalates to the FCRM Business Board but is taking a view of corporate Asset management related issues.

4. Constraints on how the *Consultant* provides the services

The *Consultant's* Project Manager is not to delegate their duties or powers without prior written agreement from the *Client*.

5. Specifications or standards to be used

Health, safety and welfare is of paramount importance to the *Client* and one of the objectives for the contract is that the works should be undertaken in a manner that achieves highest possible standards. Health, safety and welfare provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The *Consultant* will take reasonable steps, when considering documents supplied to them by all parties, that the management arrangements adopted for safety are suitable.

6. Services and other things provided by the *Client*

7.1 Training to be provided by the Client

None

7.2 Data and information management and intellectual property rights

All of the data listed as being supplied to the supplier as part of this study remains the Intellectual Property of the *Client*.

7.3 Data custodianship

The data custodian for project deliverables from this commission will be stored within the *Client's* National Navigation Team SharePoint site. Access will be provided as required.

7.4 Licensing information

None

7.5 Metadata

None

7.6 Data security

None

7.7 Timesheets

Timesheets as normally utilised by the *Consultants* shall be submitted with fee notes unless otherwise agreed with the *Service Manager*. Electronic submissions would be acceptable.

7.8 Payment procedure

Payment is subject to the procedure agreed in or under the framework.

7.9 Quality

The quality management system complies with the requirements of ISO9001 and ISO14001.

Please detail any other requirements of the Quality Plan

Appendix 1: - DRAFT Climate adaptation actions

1. Area teams to explore and develop cross-functional inclusion of adaptation measures for navigation.

e.g. work with FCERM, WR and FBG teams to ensure waterway-specific navigation outcome plans are considered as part of wider catchment actions to deliver climate change adaptation measures.

2. Develop a more quantitative understanding of predicted climate change impacts on waterways, navigation and associated activities.

e.g. gain a greater knowledge of the predicted changes to water levels and water flows and the knock-on impacts for safe boating limits, strong stream warnings, access to assets (their functional resilience), moorings and other waterside facilities. This may also include quantitative review of design and maintenance specifications of navigation assets and channels.

3. Explore a strategic role working with other Navigation Authorities to develop climate change adaptation advice.

e.g. share current activities and seek to develop approaches that are consistent across navigation authorities.

Appendix 2 BIM Protocol – Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan requires verifying by the *Consultant* unless it is referenced elsewhere within the *Scope*.

www.Pow.bim4.info

You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by tenderers and price