



**Framework:** Mapping & Modelling Framework  
**Supplier:** Jeremy Benn Associates Ltd  
**Company Number:** 03246693

**Geographical Area:** National  
**Project Name:** Leicestershire Tributaries Modelling  
**Project Number:** ENV0002887C

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

**Contract Number:** 29550

| Revision | Status | Originator | Reviewer | Date |
|----------|--------|------------|----------|------|
|          |        |            |          |      |
|          |        |            |          |      |
|          |        |            |          |      |
|          |        |            |          |      |
|          |        |            |          |      |



The following matters will be included in the Early Warning Register

- 1 #NULL!
- 2 #NULL!
- 3 #NULL!
- 4 #NULL!

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

- 'none set'
- 'none set'
- 'none set'

*key date*  
 '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

10 August 2020

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

30 October 2021

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 *Consultant's share percentages* and the *share ranges* are

|              | <i>share range</i> |          | <i>Consultant's share percentage</i> |
|--------------|--------------------|----------|--------------------------------------|
| less than    | 80 %               | 80 %     | 0 %                                  |
| from         | 80 %               | to 120 % | 50 %                                 |
| greater than |                    | 120 %    | 100 %                                |

## 6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in ac
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<br>in respect of each claim,<br>without limit to the number<br>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 <i>Service</i> | £ 5 Million<br>in respect of each claim,<br>without limit to the number<br>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<br>£5m or the amount<br><i>required by law</i><br>in respect of each claim,<br>without limit to the number<br>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     | <a href="#">'to be confirmed'</a>  |
| 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 result 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

### OPTION X18: Limitation of Liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to  
£1,000,000.00

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

**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 [Redacted]  
Address for communications [Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
Email address [Redacted]  
The subcontract fee percentage is [Redacted]

The key persons are

Name (1) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

The key persons are

Name (2) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

The key persons are

Name (3) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

The key persons are

Name (4) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

The key persons are

Name (5) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

The key persons are

Name (6) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

The key persons are

Name (7)



## Contract Execution

### *Client execution*

Signed under hand by



Signature

for and on behalf of the Environment Agency

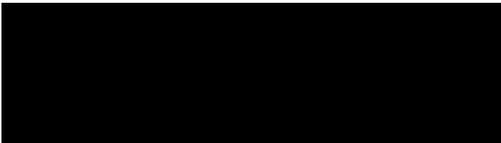


Role

### *Consultant execution*

### *Consultant execution*

Signed under hand by



Signature

for and on behalf of

Jeremy Benn Associates Ltd



Role

# Environment Agency NEC4 Professional Services Contract (PSC) Scope

## Project / contract information – Management scope

|                    |                                      |
|--------------------|--------------------------------------|
| Project name       | Leicestershire Tributaries modelling |
| SOP reference      | ENV0002887C                          |
| Contract reference | TBC                                  |
| Date               | 29/05/20                             |
| Version number     | 1.0                                  |
| Author             | ██████████                           |

## Revision history

| Revision date | Summary of changes | Version number |
|---------------|--------------------|----------------|
| 29/05/20      | First issue        | 1              |
|               |                    |                |

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.

# 1 Overview

This contract is for a single modelling project in the IDT operational areas of the Midlands hub. This Scope details the overarching management arrangements that are to be applied to the individual project Scope listed in 1.2.

## 1.1 Objectives

The objective of the project is to improve the *Client's* understanding of flood risk by delivering a range of modelling outputs. These outputs are listed in the individual project Scope and may include, but are not limited to:

- Hydrological and Hydraulic model reviews;
- Flood history reviews;
- Hydrological assessments;
- New hydraulic models;
- Flood mapping.
- Climate change updates.

## 1.2 Project Details

The project details are listed in the table below:

| Scope number | Task                                 | Key PSO Contact | Area |
|--------------|--------------------------------------|-----------------|------|
| 01           | Leicestershire Tributaries modelling | [REDACTED]      | EMD  |
|              |                                      |                 |      |

The *Client* has provided an individual project Scope, detailing the technical services required.

## 2 Services required

### 2.1 Consultant project management

The overall management of the *services* includes the following:

2.1.1. Attendance at:

- a) Project Start-up meeting
- b) monthly progress meetings when COVID19 restrictions allow alternating monthly between telephone and face-to-face meetings at one of the *Client's* Midlands venues with attendance at the minimum by the *Consultant's* Service Manager ( [REDACTED] )

The *Consultant* ensures the management of actions arising from these meetings.

- 2.1.2. Monthly project progress reports to be provided to the *Client*, including: a financial update and forecast; an updated programme; and a summary of work completed in month, an overview of upcoming stages and milestones, and key issues and risks using the *Client's* Modelling and Forecasting Monthly Reporting Tool template. These must be provided by the 8<sup>th</sup> of every month unless stated otherwise by the *Client*.
- 2.1.3. Monthly risk register review, update (including *Consultant* risk budget) and implementation of resulting actions.
- 2.1.4. Fortnightly progress updates via phone and/or email to the *Client* throughout the duration of the project. Any key decisions agreed with the *Client* must be documented by the *Consultant* and issued within a week to the *Client*.
- 2.1.5. All meetings (including progress and consultations) shall be recorded by the *Consultant* with actions identified (responsible party, date required). Minutes shall be provided within 1 working week of meeting date for review by the *Client*.
- 2.1.6. Recording and updating a list of data required to provide the services, which must be provided to the *Client* at the project start-up meeting and weekly intervals thereafter.
- 2.1.7. Quarterly input into the project efficiency register (CERT Tool).
- 2.1.8. Obtaining data from *Others* in order to provide the *services* and ensuring it is correctly licensed for use by the *Client*.
- 2.1.9. Following completion of a project, provide responses to *Client* queries about the completed project until the *Services* are completed. The *Consultant* provisions no more than 1% of the total contract value for delivering this task.
- 2.1.10. Highlights any slippage on the timescales identified in Section 3 immediately to the *Client's* Service Manager.
- 2.1.11. Model handover meetings – face to face anticipated at the *Client's* office, location as identified previously

## 3 Requirements of the programme

### 3.1 Programme

- 3.1.1. The *Consultant* shall provide a detailed programme in Microsoft Project 2013 meeting all requirements of the *conditions of contract*. The programme must show critical path activities, gateway, risk buffers and activities requiring *Client* input, for example review periods, and allowances for stakeholder/third party engagement.
- 3.1.2. Allow 10 working days for the *Client* review of standard draft deliverables and provide 2 weeks' notice of submission for review. The exception to this will be for *Client* review of all the draft baseline models, for which 20 working days will be allowed.
- 3.1.3. Allow 25 working days for the initial data collection by the *Client* following the data review by the *Consultant*.
- 3.1.4. Allow 20 working days for the *Client* to arrange site visits if specified in the project Scopes.

# 4 Data

## 4.1 Previous studies and data sources

See the individual project Scopes for previous studies and data sources.

- 4.1.1. The *Client* is responsible for the accuracy & sufficiency of existing data owned by the *Client*. The *Client* will only cover costs of sourcing new data, if existing data is proven to be incomplete or to contain mistakes or errors.
- 4.1.2. The *Consultant* is responsible for any new data requirements and third party data. The *Consultant* is to scope, procure and manage the acquisition of any new surveys or data requirements and third party data. The *Consultant* will ensure any Intellectual Property Rights remain with the *Client* after final delivery.
- 4.1.3. The *Consultant* completes a data review to analyse the completeness, accuracy, content and size of previous studies and data and identifies any risks or issues associated with these within 6 weeks of the Project Start-up Meeting. The *Consultant* produces a data review report to identify any major concerns within 6 weeks of the project start up meeting and attends a call to discuss the content of the report to allow appropriate action to be taken.

# 5 Specifications and guidance

Where applicable, the *Consultant* shall use the following specifications and guidance:

- 5.1.1. Operational Instruction 379\_05 'Computational modelling to assess flood and coastal risk'.
- 5.1.2. Operational Instruction 197\_08 Flood Estimation Guidelines
- 5.1.3. NEC4 Minimum Technical Requirements for Modelling\_v1.xlsm
- 5.1.4. Fluvial Design Guide (online): <http://evidence.environment-agency.gov.uk/FCERM/en/FluvialDesignGuide.aspx>
- 5.1.5. Operational Instruction 466\_15 Guidelines on high flow rating curve development using hydraulic models.
- 5.1.6. Development of flood warning thresholds must comply with Operation Instruction 137\_05, Flood Warning Levels of Services (06/01/2014) and Operational Instruction 55\_07 Threshold Setting in Flood Incident Management (26/10/10) where the 0.1% AEP flood outline exists.
- 5.1.7. PDM Model Calibration Principles 20151109.docx
- 5.1.8. Operational Instruction 57\_07 Assessment of flood risk – topographic and hydrographic surveys.
- 5.1.9. Carry out any required surveys in accordance with the National Standard Contract and Specification for Survey Services version 4.1.

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

The *Client* will provide the following services:

- 6.1.1. Access to land to carry out surveys and site visits.
- 6.1.2. Arrangement of progress meetings, meetings with landowners and site visits with the *Client* in attendance.
- 6.1.3. Any other data owned by the *Client* which is requested by the *Consultant* will be provided along with a data licence.