



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

Geographical Area: North East
Project Name: Otterburn, East and West Woodburn Modelling and Mapping Study
Project Number: ENV0004276C

Contract Type: Professional Service Contract
Option: Option C

Contract Number: project_33560

Stage: All_Work_Types

Revision	Status	Originator	Reviewer	Date
1.0	Superseded			19/07/2021
1.1	Live			27/07/2021

**PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framework
CONTRACT DATA**

Project Name Otterburn, East and West Woodburn Modelling and Mapping Study

Project Number ENV0004276C [REDACTED]

This contract is made on 07 September 2021
between the *Client* and the *Consultant*

This Contract is made pursuant to the Framework Agreement (the "Agreement") dated 16th day of May 2019 between the *Client* and the *Consultant* in relation to the NGS Mapping and Modelling Support Framework. The entire Agreement and the following schedules are incorporated into this Contract by reference

- Schedules 1 to 22 inclusive

- The following documents are incorporated into this contract by reference
Otterburn Scope_v3.0

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

X2: Changes in the law

X5: Sectional Completion

X7: Delay damages

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 *Hydraulic modelling, GIS, mapping, hydrology*

The *Client* is *Environment Agency*

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

The *Service Manager* is

[REDACTED]

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]

The Scope is in
Otterburn Scope_v3.0

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

<i>conditions</i> to be met	<i>key date</i>
'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 23 September 2021

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

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

The *completion date* for the whole of the *service* is 30 June 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 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 %	to	0 %
from	80 %	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 accordance with Public Health England guidance, as may vary from time to time, between 1st July 2021 and 31st August 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
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>) from or in connection with the <i>Consultant</i> Providing the <i>Service</i>	£ 5 Million in respect of each claim, without limit to the number 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 £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 limited to		
		£ 5 Million

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

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 resulting 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 X5: Sectional Completion

X7 plus X5	The <i>completion date</i> for each <i>section</i> of the <i>service</i> is		
	<i>section</i>	<i>description</i>	<i>completion date</i>
	1	Agreed funding from [REDACTED] is only available until 31/03/2022. This funding covers structural survey of Otterburn weir	31 March 2022
	Delay damages for each <i>section</i> of the <i>service</i> are		
	<i>section</i>	<i>description</i>	<i>amount per day</i>
	1	Agreed funding from [REDACTED] is only available until 31/03/2022. This funding covers structural survey of Otterburn weir	£22.00
	The delay damages for the remainder of the <i>service</i> are		£39.00

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*

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	<i>beneficiary</i>
Any	None

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	<div></div> <div></div> <div></div> <div></div> <div></div>
Email address	<div></div>
The subcontract fee percentage is	Option C <div></div>

The key persons are

Name (1)	<div></div>
Job	<div></div>
Responsibilities	<div></div>
Qualifications	<div></div>
Experience	<div></div>

The key persons are

Name (2)	<div></div>
Job	<div></div>
Responsibilities	<div></div>
Qualifications	<div></div>
Experience	<div></div>

The key persons are

Name (3)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (4)	
Job	
Responsibilities	
Qualifications	
Experience	

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

Delay to obtaining data from client
Delay to survey or site work, or inability to collect sufficient data
Delay to obtaining review comments from client
Inconsistencies/uncertainty in data

5 Payment

The *activity schedule* is
Q21-1407 Otterburn ActivityShedule_v1.0.pdf

The tendered total of the Prices is
£39,895.00

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
TBC

Contract Execution

Client execution

Signed Underhand by **[PRINT NAME]**

for and on behalf of the Environment Agency


Signature



07/09/2021
Date


Role

Consultant execution

Signed Underhand by **[PRINT NAME]**

for and on behalf of Jeremy Benn Associates Ltd



Signature

6 September 2021
Date


Role



Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	Otterburn, East and West Woodburn Modelling and Mapping Study
Project 1B1S reference	██████████
Contract reference	project_33560
Date	27/07/2021
Version number	3.0
Author	████████████████████

Revision history

Revision date	Summary of changes	Version number
19/07/2021	First issue	1.0
19/07/2021	DgC Review	2.0
27/07/2021	Commercial Services Review	3.0

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
LIT 18686	Minimum Technical Requirements	4	12/07/2021
LIT 17616	2021-7_6_PSC_Otterburn Modelling and Mapping Study_V3_Area	3	19/07/2021

customer service line
03708 506 506

incident hotline
0800 80 70 60

floodline
0845 988 1188

www.environment-agency.gov.uk

Details of the services

Details of the *service* are:

1. Objective

This project will aim to improve the *Clients* understanding of the fluvial flood risk along the River Rede at Otterburn, West Woodburn and East Woodburn and its tributaries, namely the Otter Burn, Lisless Burn and Crawden Sike. Focus will be paid to the communities of Otterburn, East Woodburn and West Woodburn.

Otterburn currently has areas at high risk of flooding and is protected by both Environment Agency owned and/or maintained defences and private 3rd party owned/maintained defences. Communities along the Rede have experienced flooding in the past, most recently in December 2020 during Storm Dennis and in August 2019. Both events were the largest recorded in River Rede history and it is therefore vital the modelling improves understanding of flood risk in the River Rede catchment and its response to large, local events. The model will be used to explore the impact of existing flood banks and in-channel gravel deposition/blockage at bridges, and test options for the Otterburn weir removal. Work is being undertaken by Fisheries, Biodiversity and Geomorphology Team (FBG) to investigate the impact of Otterburn weir with a view for its removal and this modelling will inform their future investment decisions. Model outputs will also be used to improve mapping, ratings and flood warning provision in the reach.

As outlined in the Strategic Context section of this Business Case, results from this modelling study will inform future defence and maintenance works at Otterburn. This modelling study will directly inform future flood alleviation and maintenance works at Otterburn weir, protecting Otterburn. Additionally, it will help to improve the *Clients* understanding of flood risk, flood mapping, and warning for key communities along the fluvial River Rede including Otterburn, West Woodburn and East Woodburn. The *Consultant* should seek clarity with the *Client* should there be any uncertainty around elements that are to be completed in each Phase.

2. Outcome Specification

The *Consultant* shall undertake and compete the Tasks as set out below further supporting information is included in the Appendix 1 in the document titled 2021-7_6_PSC_Otterburn Modelling and Mapping Study_V3_Area:

1. The *Consultant* shall undertake one site visit (maximum 2 people, 1 day). The *Client* will facilitate this visit and arrange for appropriate *Client* staff to accompany the *Consultant* to provide local knowledge. If the *Consultant* needs to visit areas that do not have public access they must discuss this in advance with the *Client*. A warranted officer may need to accompany the *Consultant* on private land.
2. The site visit should be used to understand the local flood flow pathways and flood history. The *Consultant* will also use the site visit to review existing topographic data and make recommendations in terms of suitability and define additional survey requirements.
3. Once survey requirements and any other new data requirements have been agreed with the *Client*, the *Consultant* will be responsible for procuring and managing the acquisition of this data. Survey quotes will be reviewed by the *Client*.
4. The *Consultant* will undertake a desktop review of the data which has been collected and provided by the *Client* as defined in the "Project Data Register". Commentary and recommendations from this review shall be documented in Hydrology and Modelling Method Statements produced as part of this commission.

5. The *Consultant* shall provide clear recommendations on required activities to build the hydraulic model and derive inflows in line with Environment Agency hydrology and modelling guidance for acceptance by the *Client*. Please refer to the LIT 13528 Minimum Technical Requirements for details.
6. The *Consultant* shall produce an updated hydraulic model and new hydraulic model for acceptance by the *Client*.
7. The *Consultant* shall produce flood warning improvements in accordance with Operational Instruction 137_05 Flood Warning Levels of Services and OI 55_07 Threshold Setting in Flood Incident Management, for acceptance by the *Client*.

3. Constraints on how the *Consultant* provides the service

1. The *Consultant* shall only carry out work directly associated to Provide the Service as set out in the outcome specification above.
2. The *Consultant* is to report monthly on task they plan to do and tasks they have undertaken and time to be charged for that month as detailed in the *Clients* NEC4 Professional Services Contract.
3. The *Consultant* shall maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives.
4. The *Consultant* shall notify the *Client* of any changes from the Scope, and also if there is any detrimental change to any of the following aspects of the contract; time, cost and quality. The *Consultant* shall:
 - I. cease all work, howsoever arising, associated with the task
 - II. await the *Client's* written instruction on how to proceed
5. Data held by the *Client* that is relevant to the project will be collected by the *Client* and provided directly to the *Consultant*.

4. Standards to be achieved

4.1 Health and Safety

Health and Safety is the number one priority of the *Client*. The *Consultant* will promote and adopt safe working methods and shall strive to work in a safe manner.

5. Requirements of the programme

1. The *Consultant* shall provide a detailed programme in a format (pdf) agreed with the *Client*, meeting all requirements of Clause 31 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 accelerated scheme input. The programme shall comply with the requirement of Clause 31.
2. A baseline programme shall be provided for the project start up meeting and this will be updated monthly, with actual and forecast progress against the baseline. The programme shall cover all the activities to be undertaken by the *Consultant* to deliver the study. Include all major project and modelling milestones. Milestones include, but are not limited to:
 - a. Start Up Meeting
 - b. Site Visit
 - c. Data Review
 - d. Survey specification
 - e. Survey procurement
 - f. Hydraulic Modelling Methodology and cost breakdown submission

3. Allow 10 working days for the *Client* to review deliverables. Provision of 2 weeks' notice of submission for review is required.

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

1. All of the data listed as being supplied to the *Consultant* as part of this study remains the Intellectual Property of the *Client*.
2. The *Client* is responsible for the accuracy & sufficiency of existing data owned by the *Client*. The *Client* will only cover the costs of sourcing new data, if existing data is proven to be incomplete or to contain mistakes or errors.
3. The *Consultant* is responsible for any new data requirements. The *Consultant* is to scope, procure and manage the acquisition of any new surveys.
4. The data custodian for project deliverables from this commission will be the area Partnerships and Strategic Overview (PSO) team.
5. Licences for LiDAR Data, Ordnance Survey mapping, model survey, hydrometric and historical data will be provided to the *Consultant* upon award of this commission.
6. All model and survey information will be provided to the *Consultant* according to *Client* data security policy. It is expected that once the commission is completed, the original data sent to the *Consultant* which is classed as commercially sensitive, is returned following the *Client* data security policy.
7. Timesheets as normally utilised by the *Consultants* shall be submitted with fee notes unless otherwise agreed with the *Client's* project manager. Electronic submissions would be acceptable
8. Payment is subject to the procedure agreed in or under the framework.
9. The quality management system complies with the requirements of ISO9001 and ISO14001.
10. The *Consultant* shall use the specifications and guidance included in LIT 13528 Minimum Technical Requirements.

7. Appendix 1

2021-7_6_PSC_Otterburn Modelling and Mapping Study_V3_Area (attached)