



Framework: Supplier: Company Number:

Geographical Area: Contract Name: Project Number:

Contract Type: Option:

Contract Number:

Stage:

Collaborative Delivery Framework Jeremy Benn Associates Ltd

South East COPFAS AEEFAS Post Scheme Model Update

Professional Service Contract Option C



OBC_to_FBC

Revision	Sta	tus	us Originator Revi		ewer	Date	

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name

COPFAS AEEFAS Post Scheme Model Update

Project Number

This contract is made on between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 and Framework Agreement Extension dated 1st April 2023 between the *Client* and the *Consultant* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference COPFAS AEEFAS PSC Scope v1.0 Final

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.

W2

Main	Option C
Option	Option C

Option for resolving and avoiding disputes

Secondary Options

X2: Changes in the law

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 1996

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

Z: Additional conditions of contract

The service is

East Ella FAS) and COPFAS (Cottingham and Orchard Park FAS) developments.

To update the Hull and Haltemprice catchment, West Hull following completion of the AEEFAS (Anlaby and

The Client is

Address for communications

Environment Agency

Horizon House Deanery Road Bristol BS1 5AH

Address for electronic communications

The *Service Manager* is Address for communications



Address for electronic communications

The Scope is in

COPFAS	AEEFAS	PSC	Scope	-	v1.0	Fina
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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 Availability of monitoring equipment Supplier availability for installation Increase in costs from supplier due to delays following initial quotes which were supplied in August.

Early warning meetings are to be held at intervals no 2 weeks longer than

2 The Consultant's main responsibilities

The key dates and conditions to be met are conditions to be met	key date
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'
The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than	4 weeks

3 Time

 The starting date is
 13th May 2024

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

 FastDraft
 FastDraft

	The Consultant submits revised programmes at intervals no longer than	4 weeks
	The completion date for the whole of the service is	13th December 2024
	The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is	4 weeks
4 Quality management		

The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is	4 weeks
The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	26 weeks

5 Payment

The currency of the contract is the £ sterling				
The assessment interval is	Monthly			
The Client set total of the Prices is	£60,154.17			

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





per annum (not less than 2) above 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



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

	1.	
	2.	
	3.	
Resolving and avoiding	g disputes	
	The tribunal is litigation in the courts	
	The <i>Adjudicator</i> is Address for communications	'to be confirmed' 'to be confirmed'

Address for electronic communications

The Adjudicator nominating body is

'to be confirmed'

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;
- War, civil war, rebeilion, revolution, insurrection, minitary or usurped power;
 Strikes, riots and civil commotion not confined to the employees of the *Consultant* and sub consultants,
- Strikes, nots and twi commotion not commet to the employees of the *Consulant* 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 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

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'

Z6 The Schedule of Cost Components

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

Z7 Consultant's share

54.1 The Service Manager assess the Consultant's share of the difference between the Aggregated Total of the Prices and 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 range are 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 corresponding 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 is paid 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 111% of the 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 Whole of the service using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of 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 after certifying 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 in the activity 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 in the activity which has been completed Add:

11.2(25) The Aggregated Total of the Prices is 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 or the Price for Work Done 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 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.

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 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, 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

Z25 Risks and insurance

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

Z 29 Payment for Service Provided to Date

Delete existing clause 11.2 (21) and replace with:

"11.2 (21) The Price for Service Provided to Date is the total Defined Cost which the Service Manager forecasts will have been paid by the Consultant before the next assessment date plus the Fee. The Price for Service Provided to Date shall not exceed the forecast for the same as provided under clause 20.5"

Z111 PSC - Fee adjustment for non compliance with Scope Delete existing 11.2 (8) and replace with the following clause

The Fee is the amount calculated by applying the fee percentage to the amount of the Defined Cost excluding the cost of Subcontractors that have not complied with procurement by best value processes as defined in the Scope. 80% of the fee percentage is applied to the amount of the Defined Cost for Subcontractors that have not complied with procurement by best value processes as defined in the Scope.

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 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

Not used

Not used

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



Address for electronic communications

The fee percentage is



The key persons are

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 following matters will be included in the Early Warning Register



3 Time

The programme identified in the Contract Data is

5 Payment

Resolving and avoiding disputes

The Senior Representatives of the Consultant are



Resource Estimate COPFAS_AEEFAS.xlsx

Address for electronic communications

Name (2) Address for communications

The activity schedule is



Address for electronic communications

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

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	COPFAS AEEFAS Post Scheme Modelling Update
Project 1B1S reference	
Contract reference	
Date	
Version number	1.0
Author	

Revision history

Revision date	Summary of ch	nanges	Version number

This Scope should be read in conjunction with the version of the Minimum Technical Requirements and Exchange Information Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *service* is to be compliant with the following version of the Minimum Technical Requirements and Exchange Information Requirements:

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	12	Dec 2021 <u>MTR library</u>
LIT 17641	Exchange Information Requirements	2.4	27 Feb 2023 EIR library
LIT 56326	Fluvial Modelling Standards	4	Jul 2022
LIT 18686	NEC4 Minimum Technical Requirements for Modelling	7	Jan 23

This document must be read in conjunction with documents in Appendix 2 – Modelling Technical Scope:

COPFAS AEEFAS Post Scheme Modelling Update ENV0004639C

20/03/24

Details of the services

Details of the *services* are:

- 1. Description of the work:
- 1.1. Two multi-million pound flood alleviation schemes (FAS) have been delivered in Hull; the Cottingham and Orchard Park Flood Alleviation Scheme (COPFAS) and the Anlaby and East Ella Flood Alleviation Schemes (AEEFAS).
- 1.2. The AEEFAS scheme covers 6.7 hectares and includes a series of overflow spillways and inlet structures to capture flood water and divert it to a new 1.8m diameter, 1,400m long tunnel through the upper layers of Hull's drinking water aquifer and terminates with an energy dissipation unit to slow the flow of 12m³/s of water exiting the tunnel. This water then flows along a cobble-lined watercourse to join the existing Western Drain. From there, the scheme integrates with the existing Western Drain flood storage reservoir, capable of storing 33,000m³ of flood water. Excess water is then conveyed to a new flood storage reservoir capable of storing an additional 115,000m³.
- 1.3. The COPFAS scheme involves 8 lagoons for rainwater storage connected by culverts in the Raywell Valley and a further lagoon in Cottingham. Together the lagoons have the capacity to store 470,000m³ of surface water.
- 1.4. The flood mapping products now need to be updated to model the new flood risk including the flood forecasting and flood warning service. These need to be up to date and accurate to enable PSO to respond to requests for information and planning applications and making other business decisions in the catchment.
- 1.5. The Environment Agency will act as the *Client* and *Service Manager* in this service and manage the contract through their project management team.

Objective

- 1.6. The aim of the study is to update the Environment Agency's Modelling and Mapping outputs in the Hull and Haltemprice catchment, following the completion of the COPFAS and AEEFAS.
- 1.7. The project will utilise the Hull and Haltemprice ICM model baseline, developed to inform both the West Hull Becks and Fleet Western Drain Hydraulic Modelling studies. The existing model will be updated with as-built data, and used to revisit and update West Hull Becks and Fleet Western Drain, analysis, reporting and output delivery.
- 1.8. The study will also update the flood risk and the flood forecasting.
- 1.9. During the creation of the West Hull Becks model, the COPFAS was still in the process of being built meaning design drawings were used instead. Therefore, many elements of the scheme were based on design drawings or estimated.
- 1.10. Only the directly surveyed parts of the AEEFAS project (the flood storage area near Beverley Road) are represented in the Fleet & Western Drain model. Additional storage features across the wider catchment in the process of construction or nearing

completion at the time the survey data were obtained, are not represented in the model.

- 1.11. As-built drawings for the schemes have now been provided by East Riding of Yorkshire Council (ERYC) and should be used as the basis for updating the modelling. The model will demonstrate the flow mechanisms in the catchment.
- 1.12. The current model data needs to be accurate to accurately forecast potential flood impacts. The current models need to be assessed and updated with the latest climate data.
- 1.13. It is important to note that the Hull and Haltemprice model incorporates both fluvial and pluvial flooding. It will therefore be necessary to ensure separate outputs are produced from any post-scheme modelling to ensure that the fluvial outputs can be used in updating Flood Zones and the RoFRS.
- 1.14. On completion of the project scope of activities, flood risk output products, as listed in this Scope and further described in the MTR, will be provided by the *Consultant* as part of the final deliverable. These will include sets suitable for inclusion in the EA National Products: Flood Map for Planning; Risk of Flooding from Rivers and Sea, as well as a populated geodatabase suitable for upload to the MapEdit GIS tool.

Outcome Specification

The required outcome of this commission is to update the mapping products, the flood forecasting and flood warning service, following completion of the COPFAS and AEEFAS schemes.

The required technical services and outputs for both phases are detailed in 22011_1_PSC_AEEFAS-COPFASPostSchemeMapping_V12 and the COPFAS_AEEFAS_Flood_Warning_v1 which are included in Appendix 2 of this document.

- a) In managing the *service* the *Consultant* shall follow all the requirements as set out in the Collaborative Delivery Framework schedules and the relevant content of the Minimum Technical Requirements.
- b) b) In managing the *service* the *Consultant* shall:
 - Contribute monthly to the updates to the project risk register.
 - Provide input to project efficiency CERT Form.
 - Attend progress meetings and prepare record minutes within a week for the *Client* to issue.
 - Deliver a monthly progress report in the *Client's* standard template (<u>Link</u>) giving progress against programme, deliverables received and expected through IDP and MIDP, financial summary against programme and forecast project carbon.
 - Provide a backup to application for payment in accordance with the *Client's* standard template (<u>Worksheet for actual Cost and Carbon CDF Lot 1</u>) Submission of an application for payment without this format of backup sheet will not be recognised and treated as a compliant submission.

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• Commission capital forecast to be entered on FastDraft monthly & Project forecast carbon outturn to be entered onto FastDraft monthly. The *Consultant/Contractor* is required to provide a monthly forecast on FastDraft for both carbon and cost in accordance with FHU

Framework Heads Up 244 Commercial Clarification 54 Framework Heads Up 256 Commercial Clarification 57

- Attend project board meetings as required.
- Ensure quarterly input into framework performance assessment/environmental Performance Measures.
- Ensure the *Consultant's* environmental lead provides monthly progress and risk reviews to the *Client* and attends progress meetings, as invited.
- Maintain and show how accurate and up to date information on the whole-life cost and carbon is driving optimum solutions at all stages of design development.
- Capture lessons learnt relevant to scheme delivery for the EA PM to include in the scheme lessons learnt log to be appended to the FBC.
- c) The contract will be administered using FastDraft.
- d) Procurement of subcontractors

Subcontractors need to be selected using best value processes.

The only exception to this is work which has been accepted (in writing) by the hub *Commercial Services Manager* for strategic suppliers or for emergency work.

2. Drawings, site information or reports already available

a) See the individual project Technical Scopes for previous studies, drawings, and data sources / requirements.

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3. Specifications of standards to be used



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

- a) The *Consultant* shall attend a video call for the following meetings:
 - Project start-up meeting
 - Model update progress meetings
 - Model review meetings
 - Model handover
- b) The Consultant shall take minutes from all meetings, record details of all key decisions agreed with the Client and ensure management of actions arising from these meetings inclusive of capturing actions in a log, prioritising the actions, assigning action owners, setting action deadlines, tracking action progress and close out, and highlighting impacts to the project of delays in completing actions. Meeting minutes shall be issued to the Client within a week of the meeting taking place.
- c) The *Consultant* shall chair fortnightly progress updates, to enable the *Client's Service Manager* to review actions, issues and queries at regular intervals. To be hosted via Teams, throughout the duration of the contract.
- d) The *Consultant* shall provide monthly project progress reports, including a financial update and forecast, updated project programmes, a summary of work completed in month, an overview of upcoming stages and milestones, using a reporting template format to be agreed with the *Client*. These reports must be provided by the 7th of every month unless stated otherwise by the *Client*.
- e) The *Consultant* shall provide input into the *Client*'s risk register at each monthly progress meetings, by reporting new risks, and progress made on risk mitigation.
- f) The *Consultant* shall provide a list of data requirements necessary to enable service delivery. This list shall be provided to the *Client* at the project start-up meetings, if not before, and shall be updated at weekly intervals thereafter.

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- g) The *Consultant* shall provide responses to *Client* queries about the project deliverables, to the *Client's* satisfaction, until the contract is completed.
- h) The *Consultant* shall provide and respond to contractual communications on FastDraft and Asite. Early Warnings to be issued on FastDraft and risk mitigation meetings arranged in accordance with the contract.
- i) The *Consultant* shall provide a model handover meeting.
- j) The Consultant is responsible for any new data requirements and third-party data. The Service Manager will instruct the Consultant to undertake any required surveys. The Consultant is to provide a scope, procure and manage the acquisition of any new surveys or data requirements and third-party data, unless otherwise instructed.
- k) The Consultant shall complete a data review for the whole project to analyse the completeness, accuracy, content and size of previous studies and data and identifies any risks or issues associated with these within 2 weeks of the Project Start-up Meeting. The Consultant shall produce an initial data review report to identify any major concerns within 3 weeks of the Project Start-up Meeting and utilising Teams or equivalent to discuss the content of the report to allow appropriate action to be taken.
- 5. Requirements of the programme
- a) The programme complies with the requirement of Clause 31 and also includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP).
- b) The Consultant shall provide a detailed programme in Microsoft Project format. Please note, where technically possible, the model updates should be carried out in parallel. The programme must show critical path activities, float, and all the activities to be undertaken by the Consultant and other members of the project team. Activities requiring *Client* input shall be clearly identified.
- c) The programme needs to identify activities to be completed in Incept Phase and then notional activities for the Delivery Phase, a milestone for *Client* assurance of the Incept Report.
- All major project and modelling milestones detailed in the Technical Scope COPFAS AEEFAS Model Updates Scope and the COPFAS and AEEFAS FW Scope will need to be incorporated,
- e) The *Consultant* shall provide a baseline version of the programme at the start up meeting, and this shall be updated monthly, with actual and forecast progress against the baseline. Slippage against baseline shall be clearly indicated.
- f)
- g) The *Consultant* will allow 20 working days for the *Client* review of deliverables. Review periods for large or complex models shall be agreed with the *Client*. Should more than one model update be ready for review at the same time then additional review time shall be agreed with the *Client*.
- h) The *Consultant* will provide 10 working days' notice of submission for the *Client* review of deliverables.
- i) The *Consultant* shall allow 25 working days for the initial data collection by the *Client* following the data review by the *Consultant*.

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- j) The *Consultant* shall allow 10 working days, or as otherwise stated in the individual project Technical Scopes, for the *Client* to arrange any necessary site visits.
- k) The *Client* must approve in principle the proposed methodology, and input data to be used, for achieving the aims and objectives in the scope prior to the *Consultant* commencing the full hydrological assessment and hydraulic model development. The method statement must be updated in response to the *Client*'s comments to the *Client*'s satisfaction.
- The final deliverables and reporting must be approved by the *Client* prior to project sign off. Multiple review periods may be required if *Client* comments are not addressed to the satisfaction of the *Client*.



20/03/24

Appendix 1 – BIM Protocol

The *Consultant* shall adhere to the Environment Agency's Exchange Information Requirements (EIR) framework level minimum technical requirements.

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

The *Consultant* shall register for an Asite Account and request access to the project workspace to view the IDP.

PDF		