



Framework: Client Support Framework

Supplier: Capita Binnie

Company Number: 02018542 / 03163649

Geographical Area: National

Project Name: CSF Lot 1 Flood Mapping Resources

Project Number: ENVFCPSI00440B00C

Contract Type: Professional Service Contract

Option: Option E

Contract Number: ecm

Stage: Study\_or\_Service\_NOT\_Design

Revision	Status	Originator	Reviewer	Date

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

**Project Name** 

CSF Lot 1 Flood Mapping Resources

**Project Number** 

ENVFCPSI00440B00C

This contract is made on 09 September 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 33722 PSC Scope Template - JW

#### Part One - Data provided by the Client



following Completion or earlier termination

The period for retention is

6 years

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 08 September 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

31st March 2022 The *completion date* for the whole of the *service* is

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

All UK Offices

The period between Completion of the whole of the service and the

26 weeks

5 Payment

The currency of the contract is the £ sterling

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

Monthly

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

The exchange rates are those published in

defects date is

The assessment interval is

# 6 Compensation events

These are additional compensation events

- 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 'not used'
- 2.
- 3. 'not used'
- 'not used' 4.
- '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

PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION **EVENT** MINIMUM AMOUNT OF

The Consultant's failure to £5 million in respect of 12 years each claim, without limit to use the skill and care the number of claims normally used by professionals providing services similar to the

Loss of or damage to Which ever is the greater 12 months property and liability for of £5m or the amount bodily injury to or death of required by law in respect a person (not an employee of each claim, without limit of the Consultant) arising to the number of claims from or in connection with the Consultant Providing

Death of or bodily injury to Which ever is the greater For the period required by employees of the of £5m or the amount Consultant arising out of required by law in respect and in the course of their of each claim, without limit employment in connection to the number of claims with the contract

The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to

#### Resolving and avoiding disputes

service

the Service

The tribunal is litigation in the courts The Adjudicator is Address for communications Address for electronic communications 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 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

# **Z5 Secondments**

When appointing Consultants on a secondment basis only:

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;

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, 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.

#### 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 dimunition 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

The Consultant's liability to the Client for Defects that are not found until after the defects date is limited to

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

Address for communications

Address for electronic communications

The fee percentage is

The key persons are

Name (1) Job Responsibilities Qualifications

Qualifications Experience



The key persons are

Name (2) Job

Responsibilities Qualifications Experience

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

#### 3 Time

The programme identified in the Contract Data is

8/09/21 to 31/03/2022

#### 5 Payment

The activity schedule is

The forecast of the Prices is

### Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) Address for communications



 ${\sf Address\ for\ \underline{electronic\ communications}}$ 

### X10: Information Modelling

The  $information\ execution\ plan\ identified\ in\ the\ Contract\ Data\ is\ n/a$ 



**Client** execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

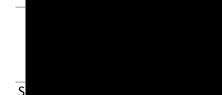


#### **Consultant** execution

Signed Underhand by [PRINT NAME]

for and on behalf of

Capita Binnie



# **PSC Scope template**

17/01/2019

**NEC4** professional services contract (**PSC**)

412\_13\_SD02

Use the template on the pages that follow to assist you when preparing the scope for an NEC4 professional services contract (PSC).

Note to Project Managers:

# Environment Agency NEC4 professional services contract (PSC) Scope

#### **Project / contract Information**

Project name	Flood Mapping Services – Product Managers
Project SOP reference	ENVFCPSI00440B00C
Contract reference	33722
Date	30/7/21
Version number	1
Author	

#### **Revision history**

Revision date	Summary of changes	Version number
30/7/21	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.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements		Insert date of latest version of MTR on ASite

### **Details of the Scope**

Details of the Scope are as follows.

1. Description of the work:

#### 1.1. Objective

To provide product manager support to the Flood Digital Knowledge team in their refresh of the GOV.UK Flood Map for Planning Service and their work to improve access across Environment Agency Flood Digital Services.

#### 1.2. Outcome Specification

What is the problem and what are the required outcomes for this phase of work?

- Product Owners (2 no.) are required to direct the development of key Flood Digital Services, ensuring that the needs of the Environment Agency and its customers are fully met within those services.
- The Product Owners will form a key part of a blended Environment Agency / Defra / Contractor team (Flood Digital Knowledge) who collectively deliver the refresh of our existing Flood Digital Services and the development of new Flood Services.

#### 2. Outcomes required

3.

The Consultant shall provide Product Owners who will:

- a) Liaise with subject matter experts and stakeholders across the Environment Agency to determine their wants and needs of the digital services under development.
- b) Represent the Environment Agency collective view and steer the development of the services working closely on a daily basis with the Defra Digital, Data and Technology Services (DDTS) service development team.
- c) Report to the Environment Agency Service Owner on progress developing the services.
- d) Work with Environment Agency Service Owner and DDTS Delivery Manager to ensure that services are delivered to time, cost and quality.
- 4. Constraints on how the Consultant provides the services
  - a) The consultant shall provide two staff to work as Product Owners until end March 2022. Full time is preferred, though a staged start of part-time at the outset of the work will be considered.
  - b) The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. Relevant *Client* data is identified in Appendix A. In addition, any other existing sources known to the *Consultant* should be utilised.
- 5. Exclusions
- a) The services specifically excludes nothing specific to add here
- b)
- 6. Specifications or standards to be used
- a) All work will be undertaken to Government Digital Service standards: <a href="https://www.gov.uk/service-manual/service-standard">https://www.gov.uk/service-manual/service-standard</a>
- 7. Specific Project Requirements
- a) Product Owner to support the development of the Flood Map for Planning service refresh.
- b) Product Owner to support the development of the Improving Acess to our Flood Digital Services project.
- 8. Services and other things provided by the *Client*
- a) ASite

# Appendix A Existing Information

Title	Format	Available from
Flood Map for Planning	GOV.UK service	https://flood-map-for- planning.service.gov.uk/

#### Appendix 1 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

CSF PSC Option E Pricing \_update



Contract Documents
Pricing Data Part One

NEC4 - PSC

# Activity schedule (use for Main Options A and C)

Select from the nick	lists provided NR: You must select the 'stage'	field before the 'activity description' pick list is populated:	Free text field for a more detailed description of the task priced (100 character max):		
SOP Code	Stage Description	Activity Description	Task	Lump sum	Total (f)
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				activities £	
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**Contract Documents** 

**Pricing Data Part Two** 

NEC4 – PSC - Option E

Tender Ref: Supplier Name:

### CSF individuals to be utilised on this contract.

Name	Job Title / Designation	Grade	Hourly Rate £s (C rate)	number of	Hourly Rate £s (N rate)	number of		Fee %		Expenses to be included within the Defined Cost £s	
											0.00
							0.00		0.00		0.00
							0.00		0.00		0.00
							0.00		0.00		0.00
							0.00		0.00		0.00
							0.00		0.00		0.00
							0.00		0.00		0.00
							0.00		0.00		0.00
							0.00		0.00		0.00
							0.00		0.00		0.00
forecast of the total Defined Cost plus the Fee £s											