



Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Stage:

Client Support Framework

Capita Binnie

02018542 / 03163649

National

CSF Lot 1 Flood Mapping Resources

ENVFCPSI00440B00C

Professional Service Contract

Option E

ecm

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*

Main Option

Option E

W2

- X2: Changes in the law
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X18: Limitation of liability
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: Additional conditions of contract

The *service* is

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.

The *Client* is

Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The *Scope* is in

33722 PSC Scope Template - JW

The *language of the contract* is English

The *law of the contract* is

the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The *period for reply* is

2 weeks

The *period for retention* is

6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

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

2 The Consultant's main responsibilities

The *key dates* and *conditions* to be met are  
*condition* to be met *key date*  
'none set' 'none set'  
'none set' 'none set'  
'none set' 'none set'

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than 4 weeks

3 Time

The *starting date* is 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

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

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 4 weeks

4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is 4 weeks

The period between Completion of the whole of the *service* and the *defects date* is 26 weeks

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *expenses* stated by the *Client* are as stated in Schedule 6.

The *interest rate* is 2.00% per annum (not less than 2) above the  
Base rate of the Bank of England

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices

The *exchange rates* are those published in on

6 Compensation events

These are additional compensation events

- 1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time. between 1st Julv 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 *SERVICE* OR TERMINATION



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

**Z8 Requirement for Invoice**

Insert the following sentence at the end of clause 51.1:  
The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.  
Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

**Z9 Conflict of Interest**

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

**Z10 Change in Control**

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

**Z12 Waiver**

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

Secondary Options

OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2 weeks

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

[Redacted]

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

[Redacted]

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 [Redacted]

Address for communications  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

Address for electronic communications [Redacted]

The *fee percentage* is 

[Redacted]

[Redacted]

The *key persons* are

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

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  
[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]  
Address for communications

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

Address for electronic communications  
[REDACTED]

X10: Information Modelling

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



Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

[REDACTED]

Signature

Date

[REDACTED]

R

Consultant execution

Signed Underhand by [PRINT NAME]

for and on behalf of

Capita Binnie

[REDACTED]

S

# 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 latest version of MTR on ASite	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: <https://www.gov.uk/service-manual/service-standard>

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 Access 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	<a href="https://flood-map-for-planning.service.gov.uk/">https://flood-map-for-planning.service.gov.uk/</a>

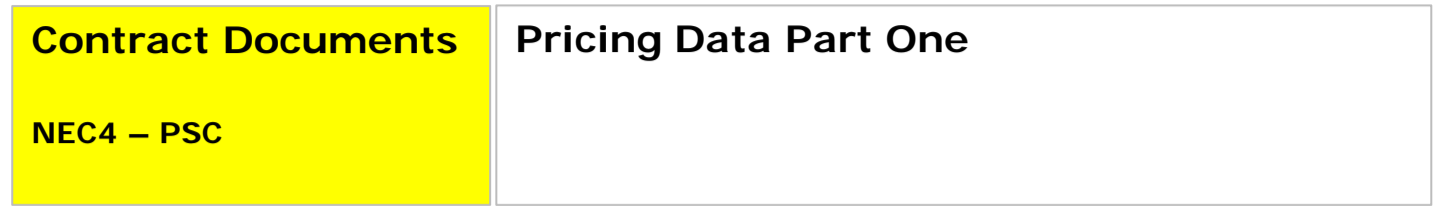
## Appendix 1 BIM Protocol – Production and Delivery Table

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](http://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



[illegible]

[illegible]

[illegible]

[illegible]



## Contract Documents

## NEC4 – PSC - Option E

## Pricing Data Part Two

**Tender Ref:**

**Supplier Name:**

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

Name	Job Title / Designation	Grade	Hourly Rate £s (C rate)	Forecast number of Hours	Hourly Rate £s (N rate)	Forecast number of Hours	Sub-total £s	Fee %	Sub-total including the Fee £s	Expenses to be included within the Defined Cost £s	Total £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
							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			