



Framework:	Mapping & Modelling Framework
Supplier:	[REDACTED]
Company Number:	[REDACTED]
Geographical Area:	National
Project Name:	FWEP Phase 3 PDM Development
Project Number:	ENVFCPAUT00001B00C
Contract Type:	Professional Service Contract
Option:	Option A
Contract Number:	35818
Stage:	All_Work_Types

Revision	Status		Originator		Reviewer		Date

Requirement		Collect / Refresh Data	Clear Data	Guidance
Compulsory	Contract Name	FWEP Phase 3 PDM Development		Automatically drawn from your contract
Compulsory	Project Name	FWEP Phase 3 PDM Development		Manually enter Align with project name on Procurement Strategy
Compulsory	SOP Project Code	ENVFCPAUT00001B00C		Automatically drawn from your contract (format ENVXXXXXXXX)
Compulsory	SOP Task Code	ENVFCPAUT00001B00R		A different 'Task Code' will be needed for each gateway that the project goes through (e.g. SOC, OBC, FBC)
Compulsory	Contract Option	Option A		Automatically drawn from your contract (Typically Options would be Option A, C or E)
Complete after PO is raised	Purchase Order Number	insert PO number when known		This can be entered after the contract is formed and uploaded. The CSO/BSO will do this
Complete after Contract is published on Bravo	Contract number	35818		This number is obtained from Bravo, obtain from your DGC colleague
Compulsory	Geographic Area	National		Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Compulsory	Delivery Hub / CDT	West Midlands (WMD)		Automatically drawn from the dropdown in the contract
Compulsory for raising a Requisition for a PO	Project Executive Name			Manually enter
Compulsory for raising a Requisition for a PO	Commercial Lead (DGC or CSM):			Manually enter
	FastDraft User(s) (lines 12 and below?)			Manually enter
PSC Only ; Compulsory	Client Service Manager			The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft
PSC Only ; Optional	Client FastDraft View			
PSC Only ; Compulsory	Consultant Manager			The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
PSC Only ; Compulsory	Consultant Manager (email address)			
PSC Only ; Compulsory	Consultant FastDraft Application for Payment access			Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
PSC Only ; Optional	Consultant FastDraft View			
ECC Only ; Compulsory	ECC PM Manager	Not applicable		The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft
ECC Only ; Optional	ECC PM FastDraft View	Not applicable		
ECC Only ; Optional	Supervisor	Not applicable		The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
ECC Only ; Compulsory	Contractor Contracts Manager	Not applicable		
ECC Only ; Compulsory	Contractor Contracts Manager (email address)	Not applicable		The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
ECC Only	Contractor FastDraft Application for Payment access	Not applicable		
ECC Only; Optional	Contractor FastDraft View	Not applicable		Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract
Compulsory	Framework	Mapping & Modelling Framework		
CDF & CSF Only	Lot Number	Lot 1		Click adjacent cell and Use Dropdown: Lot a / Lot 2
Compulsory	EA Project Manager	Not applicable		Automatically drawn from the named EA Project Manager (Data Part 1 (input))
Compulsory	Supplier			Automatically drawn from the selected Supplier in the contract (Company Name)
Compulsory	Contract Value	£48,997.27		ESSENTIAL FIELD: Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee
Compulsory	Stage of delivery	Not applicable		Click adjacent cell and Use Dropdown: Selection will be in accordance with the options available for the respective framework
Expected on CDF	Partner contract	Not applicable		Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation
Compulsory	Commencement date	29 April 2022		ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Compulsory	Completion date	31 October 2022		ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Optional	Are sectional completion dates used?	No		Automatically drawn from the contract if option X5 has been used (Yes / No)
Compulsory	Are additional compensation events used?	No		Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used (Yes / No)
Compulsory	Defects Period (weeks)	26 weeks		Automatically drawn from your contract (Number of weeks)
Compulsory	Delay Damages Amount (£) and unit	No Delay Damages		Automatically drawn from the contract if option X7 has been used (£ per day)
Compulsory to check	Sectional Delay Damages	No Sectional Delay Damages		Automatically drawn from the contract if option X5 and X7 has been used (Apply / Do Not Apply)

The Contract must be submitted to your Portfolio Assurance and Support Commercial Services Manager before submission for upload by CSO/BSO.

Signature Box

NameDate

Incomplete contracts will be returned for proper completion before upload.

Reset ALL Previous
Toggle Selections

Client Support

Collaborative Delivery

Mapping & Modelling

Marine & Coastal

Clear

Professional Service
Contract (PSC)

Option A

Option C

Option E

Clear

Option A priced contract with
activity schedule

Option C: target contract with
activity schedule

Option E: cost reimbursable
contract

National

West Midlands (WMD)

Midlands

Contract Name:	FWEP Phase 3 PDM Development		
Project Number:	ENVFCPAUT00001B00C		
Framework:	Mapping & Modelling Framework		
Area:	National		
Contract:	Professional Service Contract		
Option:	Option A		
Contract with:	<div></div>		
Company No:	<div></div>		
Contract Date:	29 April 2022		# See footnote
Contract Number:	35818		
Stage:	All_Work_Types		Use Pulldown
Project Construction Value	Less than or equal to £4m		Use Pulldown

Date when the contract comes into existence, update when countersigned by the Client.

PROFESSIONAL SERVICE CONTRACT under the Mapping and Modelling Framework
CONTRACT DATA

Project Name FWEP Phase 3 PDM Development

Project Number ENVFCPAUT00001B00C

This contract is made on 29 April 2022
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 NGSA 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
PSC Phase 3 FWEP PDM Development

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 A	Option for resolving and avoiding disputes	W2
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Secondary Options

- 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 PDM Development

The *Client* is Environment Agency

Address for communications
[Redacted]

Address for electronic communications [N/A](#)

The *Service Manager* is TBC

Address for communications

Address for electronic communications

The Scope is in
[Redacted]

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

- 1
- 2
- 3
- 4

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 *expenses* at intervals no longer than

4 weeks

3 Time

The *starting date* is 29 April 2022

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 31 October 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

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

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 Service	£ 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 <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	'to be confirmed'
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 are 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

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

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 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

Address for communications

Email address

The subcontract fee percentage is

The key persons are

Name (1)
Job
Responsibilities
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

- Willow Brook flood forecasting improvements
- Loxford Water PDM recalibration and rating curve revision
- Additional locations for Phase 3 PDM model development

5 Payment

The *activity schedule* is

The tendered total of the Prices is
£48,997.27

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

Contract Execution

Client execution

Signed Underhand by [redacted] for and on behalf of the Environment Agency

[redacted]	[redacted]	[redacted]
Signature	Date	Role

Consultant execution

Sign [redacted] [redacted] [redacted]

[redacted]	[redacted]	[redacted]
Signature	Date	Role