



port Framework

Supplier:

Company Number:

Geographical Area: National

Project Name: CSF L1 Evidence & Risk 6 Year Strengthening Programme

Project Number: ENV0003361C

Contract Type: Professional Service Contract

Option:

Contract Number:

Revision	Status	5	Originator	Revi	ewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name CSF L1 Evidence & Risk 6 Year Strengthening Programme

Project Number ENV0003361C

This contract is made on

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

•

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 for resolving and avoiding disputes	
Secondary Options		
X2: Char	nges in the law	
X9: Tran	sfer of rights	
X11: Ter	mination by the <i>Client</i>	
X18: Lim	itation 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: Additi	onal conditions of contract	
The <i>service</i> is	Provision of a number of secondees to work as part of the Client's Evidence and Risk Team in various flood modelling technical re	·ole
The <i>Client</i> is		
Address for communica	tions Environment Agency Richard Fairclough House	

Knutsford Road Warrington Cheshire WA4 1HG Address for electronic communications The Service Manager is Address for communications Deanery Road Bristol BS1 5AH Address for electronic communications The Scope is in Bravo 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 $\ensuremath{\textit{expenses}}$ at intervals no longer than 4 weeks

3 Time

The starting date is 12 April 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 15 October 2021

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 ${\it Consultant}$ 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 All UK Offices for the cost of support people and office overhead are

The exchange rates are those published in

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 November 2020 and 31st March 2021
- 2. 'not used'
- 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

EVENT MINIMUM AMOUNT OF PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION use the skill and care normally used by professionals providing services similar to the service

The Consultant's failure to £5 million in respect of each 12 years claim, without limit to the number of claims

Loss of or damage to property and liability for bodily injury to or death of required by law in respect of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service

Which ever is the greater of 12 months £5m or the amount a person (not an employee of each claim, without limit to the number of claims

employees of the Consultant arising out of and in the course of their employment in connection to the number of claims with the contract

Death of or bodily injury to Which ever is the greater of For the period required by

£5 million

£5m or the amount required by law in respect of each claim, without limit

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

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 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.

Z11 Rate Increase Provision

Contracts with a duration of less than two years, which are extended over this duration by the *Service Manager* due to *Client* Scope increases, may apply a rate review as follows. The *Consultant* will charge the *Client* the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

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 X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

The *end of liability date* is Completion of the whole of the *service*

6 Years

after the

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

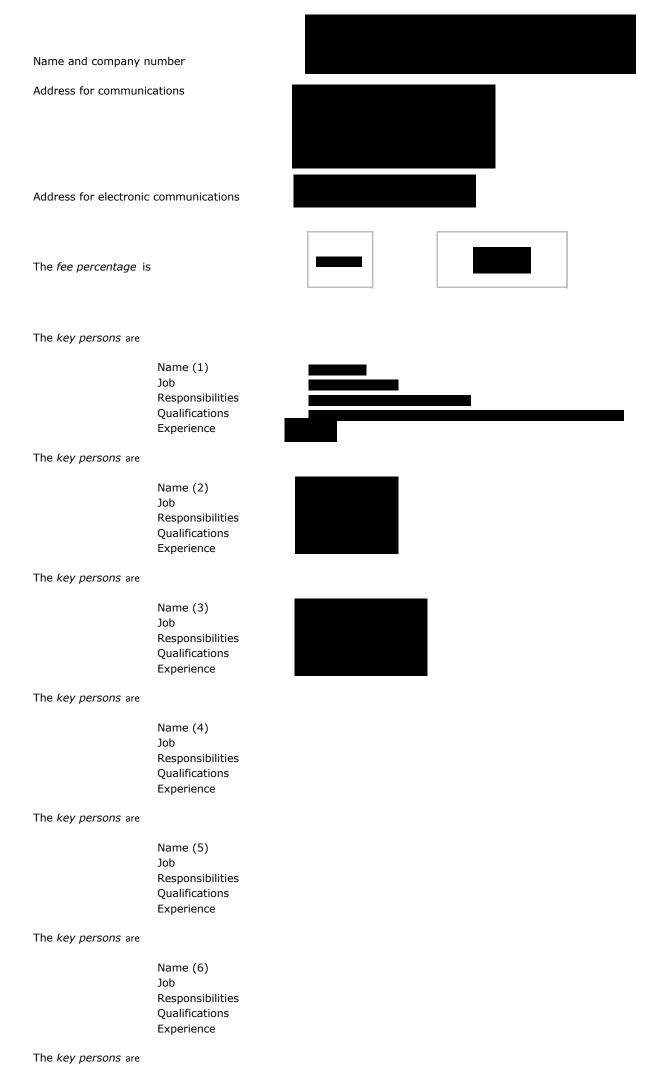
term *beneficiary*

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 (7) Job Responsibilities Qualifications Experience

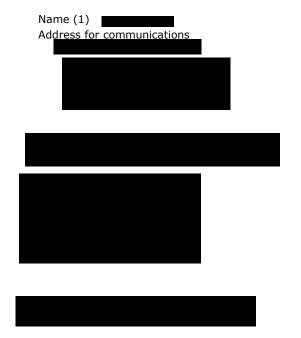
The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The Senior Representatives of the Consultant are



Contract Execution

Client execution Signed under hand by for and on behalf of the Environment Agency Signature Role Consultant execution Signed under hand by for and on behalf of Signature Role Signature Role Signature Role

Role

Scope for Future Funding / Accelerated Capital Programme Supplier Resource - Evidence & Risk - Tranche 4

Objective

Provision of a number of secondees to work as part of the Client's Evidence and Risk Team in various flood modelling technical roles.

Outcome Specification

- 1. General Outline:
 - a) Secondment to 8 roles ("Consultant") in accordance with the Role Specific requirements in Annexe A.
 - b) The Consultant will work within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.
 - c) The 8 roles are:
 - 1 Senior Advisor Flood Warning Expansion Monitoring Programme Lead
 - 5 fluvial flood modelling and data practitioner / specialists
 - 2 coastal flood modelling and data practitioner / specialists
 - d) Initially at least, the *Consultant* may need to use their existing IT equipment such as laptops and mobile phones, but will be provided with EA IT equipment and access to relevant data and system so that they can deliver outcomes remotely.
 - e) The Consultant will be expected to perform the role duties and responsibilities outlined in the Role Profile in Annexe B.
- 2. The services specifically excludes the following:
 - a) Internal *Client* financial approvals.
- 3. Site Information already available:
 - a) The Consultant will be allocated tasks / projects according to need by their Evidence & Risk Line Manager.
 - b) The Consultant will be required to regularly update their EA Line Manager on progress against agreed milestones, as well as use an update the Evidence & Risk 'One Programme' resource tool.
- 5. Constraints on how the Consultant provides the services
 - a) Under current COVID-19 restrictions, the *Consultant* will be expected to work remotely. It is the *Consultant's* responsibility to ensure that suitable DSE assessments, internet connections and safety precautions are provided.
 - b) Any required travel arrangements are to be made in accordance with the latest Public Health England COVID-19 guidance.
 - c) The Consultant shall not work more than 40 hours per week without prior approval from the Service Manager.

- d) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable. Travel costs to and from the *Client's* base office will be non-chargeable.
- e) Any time deemed necessary for the *Consultant's* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
- f) The *Consultant* will be entitled to take annual leave, based on the *Consultant*'s terms of employment with the *Consultant*'s Employer, and statutory holiday entitlement. These costs will be non-chargeable.
- g) Consultant shall provide the services in compliance with the Client's 'Environment Agency Operational Instructions' and policies.

6. Requirements of the programme

- a) Secondments will be from 1st March. See detail of duration in Role Specific requirements in Annexe A.
- b) The Consultant's Employer will inform the Client prior to allocating their Consultant on other projects / utilisation post secondment end date.

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

- a) Day-to-day line management will be provided. These posts will report to a Team Leader in the Evidence & Risk team.
- b) IT equipment necessary to undertake the role remotely including data and systems access to include: CMP, Modelling and GIS software, M:drive.
- c) Office space and office equipment and services necessary to undertake the role when attending Environment Agency offices.

The Request

We have provided our detailed requirements in Annex A below. We are looking for suppliers to propose suitable / available candidates for each of the roles using the following approach.

- For each candidate proposed please provide:
 - o a CV / short biography
 - short but specific responses against <u>all</u> of the requirements (skills / capabilities, additional specifics and resource availability) to demonstrate specific capability
 - o M&M Framework Grade and rate
 - o Location (this is for information)
- Please use our requirements table below (or similar) as the template to make your response.

- We will use your specific responses (with supporting CVs / biographies) to develop our shortlist for each post type. We will then carry out short informal verification 'interviews' with shortlisted candidates before making our final selection.
- We will provide further details on interview approach and proposed dates for the interview part of the process.
- We will arrange follow up calls to finalise secondment arrangements.

Annexe A: Tranche 4 Role Specific Requirements

Tranche 4 Post Name	No.	EA Grade	Skills / Capabilities requirements	Additional specific requirements	Resource availability requirements
Senior Advisor Flood Warning Expansion – Monitoring Programme Lead	1	G6	 Extensive experience in technical programme management – assimilating technical and organisational information to provide strategic leadership and decision making at a programme level. Experience of managing multiple varied programmes or packages concurrently. Experience of procuring & managing contractors or suppliers. Experience of 'on the ground' programme delivery – knowledge of CDM regulations (ideally a practising duty holder) and also permitting requirements (Flood risk, environmental, legal) Experience of and ability to provide project leadership of staff in supporting teams and to quickly understand the operational constraints of delivery teams. Experience of delivering at pace and with limited timescales and budgets. 	 Previous experience of EA secondment / projects. An understanding of the monitoring network required to deliver a flood warning service – telemetry sites, equipment, systems, instruments, alarming etc Promotes inclusion, respecting differences in our workforce and works to build a supportive & engaging workplace. Uses effective written and spoken communication skills to help engage and persuade internal or external partners to take action. 	 Available for on-boarding March 2021 Duration 10+ months. Min 3 days a week availability, ideally full time / 40 hours per week National location - under current COVID-19 restrictions, the <i>Consultant</i> will be expected to work remotely

Specialist Advisor Inland	3	G5	 a specific understanding of 1D / 2D fluvial flood modelling for flood risk management and land use planning ability to innovate to review and develop the data, tools and techniques used in fluvial flood modelling understanding of how flood risk information is used (especially in terms of standards and use of national datasets) experience and ability to apply the techniques, modelling packages, data and guidance used in 1D / 2D fluvial flood modelling experience of providing technical leadership, coaching and mentoring 	 Previous experience of EA secondment / projects. Promotes inclusion by respecting differences in our workforce and works to build a supportive & engaging workplace. Uses effective written and spoken communication skills to help engage and persuade internal or external partners to take action. 	 Available for on-boarding March 2021. Duration until end March 2022. Min 4 days a week availability, ideally full time / 40 hours per week. Locations will be Worthing, Reading, Leeds, or Warrington - under current COVID-19 restrictions, the Consultant will be expected to work remotely.
Specialist Advisor Inland	2	G5	 a specific understanding of 1D / 2D fluvial flood modelling for flood risk management and land use planning ability to innovate to review and develop the data, tools and techniques used in fluvial flood modelling understanding of how flood risk information is used (especially in terms of standards and use of national datasets) experience and ability to apply the techniques, modelling packages, data and guidance used in 1D / 2D fluvial flood modelling experience of providing technical leadership coaching and mentoring 	 Previous experience of EA secondment / projects. Promotes inclusion by respecting differences in our workforce and works to build a supportive & engaging workplace. Uses effective written and spoken communication skills to help engage and persuade internal or external partners to take action. 	 Available for on-boarding March 2021 Duration 6 months Min 3 days a week availability, ideally full time / 40 hours per week Locations will be Worthing, Reading, Leeds or Warrington - under current COVID-19 restrictions, the Consultant will be expected to work remotely.
Specialist Advisor Coast & Estuaries (W&E)	1	G5	 a specific understanding of coastal and estuarine flood modelling or coastal change understanding of how coastal and estuarine flood risk information is used (especially in terms of standards and national datasets incl CFB) 	 Previous experience of EA secondment / projects. Proven ability to be flexible / adaptable to changing requirements 	 Available for on-boarding March 2021 Duration 6 months but could be until March 2022

			 ability to provide expert advice, support, commentary on recommended coastal and estuarine modelling techniques at local, strategic and national scales. ability to check and review coastal flood risk models and give specialist advice ability to innovate and drive research and development to develop the data, tools and techniques used in coastal and estuarine flood and coastal change modelling. experience of providing technical leadership, coaching and mentoring 	 Promotes inclusion by respecting differences in our workforce and works to build a supportive & engaging workplace. Uses effective written and spoken communication skills to help engage and persuade internal or external partners to take action. 	 Min 3 days a week availability, up to full time / 40 hours per week National Location - under current COVID-19 restrictions, the <i>Consultant</i> will be expected to work remotely.
Specialist Advisor Coast & Estuaries (Delivery S&W)	1	G5	 a specific understanding of coastal and estuarine flood modelling and data understanding of how coastal and estuarine flood risk information is used (especially in terms of standards and national datasets incl CFB) ability to provide expert advice, support, commentary on recommended coastal and estuarine modelling techniques ability to check and review coastal flood risk models and give specialist advice experience of providing technical leadership, coaching and mentoring 	 Previous experience of EA secondment / projects. Proven ability to be flexible / adaptable to changing requirements Promotes inclusion by respecting differences in our workforce and works to build a supportive & engaging workplace. Uses effective written and spoken communication skills to help engage and persuade internal or external partners to take action. 	 Available for on-boarding March 2021 Duration 6 months but could be until March 2022 Min 3 days a week availability, up to full time / 40 hours per week National Location - under current COVID-19 restrictions, the Consultant will be expected to work remotely.

Annexe B: Role profile

The key areas of work and responsibilities for the Senior Advisor roles are:

- Leads on a specific area for the organisation. Identifies, defines and analyses related risks and develops appropriate innovative solutions and service enhancements whilst ensuring appropriate allocation of time and effort.
- Provides specialised technical and scientific advice and guidance in order to support effective risk based decision making for the organisation and wider.
- Plan, monitor, control and prioritise resources to maximise the efficient and effective use of people and resources. Identifies risks and opportunities. Takes appropriate action to deal with issues, and ensure appropriate allocation of time and effort.
- Interact widely, developing and maintaining effective relationships and influence decisions to ensure technical and scientific measures are relevant and practicable in implementation.
- May lead projects to bring about change and improvement, and support the best environmental outcomes. Typically these will involve implementing technical / scientific developments for the organisation or introducing new ways of working.
- Develops, maintains and shares technical expertise with staff to improve knowledge and competence throughout the organisation as required.

The key areas of work and responsibilities for the **Specialist Advisor** roles are

- Provide technical and scientific advice and support to internal teams and external partners in line with defined business plans and Environment Agency objectives.
- Guide and advise others on the resolution of technical issues, ensuring decisions are made on sound technical grounds, delivered to required standards and deliver required outcomes.
- Develop and maintain relationships, in order to influence effective ways of working based on technical or scientific evidence.
- Keep up to date on changing technology and scientific developments and share knowledge with others to promote best practice within the organisation and externally.
- May participate in projects to bring about change and improvement, and support the best environmental outcomes. Typically these will involve implementing technical / scientific developments for the organisation or introducing new ways of working.
- Develops, maintains and shares technical expertise with staff to improve knowledge and competence throughout the organisation as required.



Please highlight your resource details and availability for each candidate

Candidate Name	Location (although expect to work remotely)	Earliest start date	Duration availability	Days per week availability
	e.g. York	e.g. from 1 st April only	e.g. to 31st Oct 21 with possibility to extend	e.g. 3-4