

**Framework:** Client Support Framework  
**Supplier:** [REDACTED]  
**Company Number:** [REDACTED]

**Geographical Area:** National  
**Project Name:** West Midlands Data Visualisation Update  
**Project Number:** ENV6004768R

**Contract Type:** Professional Service Contract  
**Option:** Option A

**Contract Number:** project\_31361

Revision	Status	Originator	Reviewer	Date

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

**Project Name** Data Visualisation  
**Project Number** ENV6004768R

This contract is made on 16th December 2020 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**

[Redacted]

Main Option  [Redacted]

[Redacted]

- X2: Changes in the law
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- 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 calculate, for the West Midlands area, the number of properties expected to flood and defended or protected [Redacted] defences or assets as well as create a tool or spreadsheet to contain this information.

The Client is [Redacted]

Address for communications [Redacted]

Address for electronic communications [Redacted]

The Service Manager is [Redacted]

Address for communications [Redacted]

Address for electronic communications [Redacted]

The Scope is in Project Scope - Data Visualisation v3 - 03/11/20

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 expenses at intervals no longer than 4 weeks

**3 Time**

The *starting date* is 22 December 2020

The *Client* provides access to the following persons, places and things  
access data 22 December 2020 *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 March 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 *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 November 2020 and 31st March 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 COVER	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> ) arising from or in connection with the <i>Consultant</i> Providing the <i>Service</i>	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	12 months
Death of or bodily injury to 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 is limited to		£1 million

**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 result 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:

Add clause 19

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*;

or

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*, 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 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 14 days

### **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

Associate Director

Responsibilities

Project Director

Qualifications

BSc MSc MCIWEM C.WEM

Experience

15 years

The key persons are

Name (2)



Job

Senior Analyst

Responsibilities

Project Manager

Qualifications

BSc MSc PhD

Experience

8 years

The key persons are

Name (3)



Job

Technical Director

Responsibilities

Technical Review

Qualifications

BSc MSc PhD CEnv MCIWEM C.WEM

Experience

16 years

The key persons are

Name (4)



Job

Associate Director

Responsibilities

Tool Review

Qualifications

BSc PhD MCIWEM C.WEM

Experience

19 years

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  
Covid restrictions

**3 Time**

The programme identified in the Contract Data is

A1 - Programme.pdf

**5 Payment**

The *activity schedule* is

A2 - Activity Schedule.pdf

[REDACTED]

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

[REDACTED]

**X10: Information Modelling**

The *information execution plan* identified in the Contract Data is  
TBC

## Contract Execution

### *Client execution*

Signed under hand by

[Redacted]

for and on behalf

[Redacted]

-

[Redacted]

Signature

Commercial Manager

Role

### *Consultant execution*

### *Consultant execution*

Signed under hand by

[Redacted]

and on behalf of

[Redacted]

[Redacted]

S

Associate Director

Role

# PSC Scope template

17/01/2019

## NEC4 professional services contract (PSC)

412\_13\_SD02



## NEC4 professional services contract (PSC) Scope

### Project / contract Information

Project name	West Midlands Data Visualisation Update
Project SOP reference	ENV6004768R
Contract reference	project_31361
Date	03/11/2020
Version number	V1.0
Author	

### Revision history

Revision date	Summary of changes	Version number
	First issue	

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

The three main aims of the project are for the *Consultant* to:

- 1) Calculate the number of properties which are expected to flood in various return periods for 336 Flood Warning Areas (FWAs) across the West Midlands area (see Appendix A for ArcGIS shapefile of the Flood Warning Areas)
- 2) Calculate the numbers of properties which are defended or protected by [REDACTED] flood defences or assets in various return periods
- 3) Create a tool or spreadsheet to contain this information for the West Midlands area.

#### 1.2. Outcome Specification

To allow the *Client* to prioritise the work to be carried out to the tool, costing will be provided by the *Consultant* for each of the tasks identified in section 1, description of the work, as summarised in Table 1 below.

1	Calculate the number of properties which are expected to flood in various return periods for West Midlands area
2	Calculate the numbers of properties which are defended or protected by [REDACTED] flood defences or assets in various return periods for West Midlands area
3	Create a tool or spreadsheet to contain this information for West Midlands area

## Properties Expected to Flood

The *Consultant* shall calculate the number of properties expected to flood in each Flood Warning Area for the following return periods: 2; 5; 10; 20; 25; 50; 75; 100; 100+climate change; 200; 1000 year. The *Consultant* must use the most recent model data available to inform this calculation. For each return period, the *Consultant* shall also calculate an approximate corresponding level at the river gauge used to issue each warning. For each Flood Warning Area the *Consultant* shall also identify the first property to flood.

Model extents for different return periods, node points, ArcGIS shapefile of river level gauges, thermometer sheets and National Receptor Database (for use in property calculations) will be provided upon project start up.

## Properties protected by Flood Defences or Assets

The *Consultant* shall compare undefended and defended model flood outlines, where available, to analyse how many properties in each Flood Warning Area within West Midlands area benefit from the defences or assets, such as temporary barriers, for each of the following return periods: 2; 5; 10; 20; 25; 50; 75; 100; 100+climate change; 200; 1000 year. For each return period, the *Consultant* shall also calculate an approximate corresponding level at the river gauge used to issue each warning.

## **Create a tool or spreadsheet to contain this information for West Midlands area**

The *Consultant* shall create a tool or spreadsheet that establishes links between river gauges, flood warning areas and properties at risk of flooding within Flood Zone 2. The tool or spreadsheet must also provide property information for properties expected to flood, properties which are protected by [REDACTED] defences or assets based on watercourse models for a given level at a gauge, and the first property expected to flood.

The tool or spreadsheet must be quick and easy to use for end users, with the ability to be easily maintainable and to be accessed by multiple incident rooms or multiple remote users without affecting the speed of the tool or spreadsheet. This is particularly important to the *Client*, as the tool or spreadsheet will be used in Incident Rooms during emergency situations.

The *Consultant* shall ensure that the tool or spreadsheet provides the following outcomes and functionality:

- a) A simple tool or spreadsheet which enables the data to be easily and quickly viewed. This can be based on the current property reporting spreadsheet for Staffordshire, Warwickshire and West Midlands for viewing the data, which is provided in Appendix B for reference.
- b) The ability to be used simultaneously across the 3 different Incident Rooms in the West Midlands area or across multiple users working remotely without impacting on the speed of the tool or spreadsheet.
- c) It must provide a comments box or data flag for each FWA, populated by the *Consultant* with information on model data source and quality, and that can be easily updated by the *Client's* staff in future.
- d) A search function with the ability to search by gauge and FWA.
- e) Clearly distinguish the difference between properties defended and properties protected.
- f) The ability to include information on properties warned.
- g) The ability to include information the Local Resilience Forum, Local Authority and Constituency covered by the FWA.
- h) It must be able to be maintained easily by the *Client*, with the ability for the *Client* to input data from future updates.

## 2. Outcomes required

a) The *Consultant* shall provide a final report outlining the methodology used to derive all of the calculated property numbers (as set out in section 1.2 above), and instructions on how to update the tool / spreadsheet. The *Consultant* shall also identify any limitations of the tool/spreadsheet, for instance if any thresholds have been unable to be ascertained.

b) The *Consultant* shall provide a copy of the new tool/spreadsheet populated with the calculated property numbers for West Midlands area, and ensure that it meets with the requirements set out in section 1.2 above

## 3. Constraints on how the *Consultant* provides the services

a) The *Consultant* shall review and validate existing data at the start of the commission and 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.

b) The *Consultant* shall allow 3 weeks in the programme for review of the draft report and deliverables by the *Client*, with sufficient time in the programme for necessary updates or defects correction following the *Client's* review.

c) The *Consultant* shall ensure that any new data or information that is created as part of a commission is submitted to the *Client* with associated metadata, including a completed IAR (Information Asset Register) spreadsheet.

d) The *Consultant* shall ensure they raise any information during the commission regarding foreseen difficulties or risks to be managed when delivering or using the tool or spreadsheet, to enable an appropriate solution to be found.

## 4. Exclusions

Not Applicable.

## 5. Specifications or standards to be used

- a) The *Consultant* is to submit all data in formats and using software that is compatible with *Client's* software and systems. These are as follows:
- i. Microsoft Word, 2013
  - ii. Microsoft Excel, 2013
  - iii. Any others to be agreed with the *Client*, for instance if a new tool is created as part of the commission instead of a spreadsheet.

## 6. Specific Project Requirements

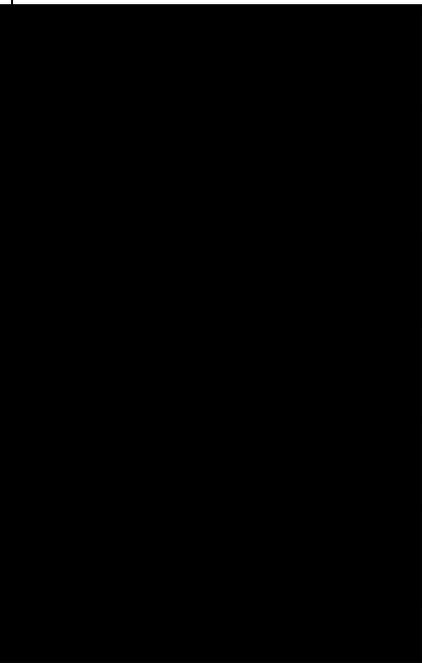
- a) The *Consultant* must complete the service and provide all deliverables, including time allowed for *Client* review, by the 31<sup>st</sup> March 2021.
- b) The *Consultant* shall attend meetings with the *Client* every 3 weeks, in which the *Consultant* provides a progress update, and presents the work undertaken to date with a demonstration of the tool. Where necessary, this meeting shall include *Client* testing of the tool.
- c) Any software tools that are created as part of this contract are to be the intellectual property of the *Client*.

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

a) Access to Fastdraft for contact management and payment purposes.

b) Any data supplied to the *Consultant* as part of this study will be done so in accordance with the *Client's* policies, and appropriate data licences. All data will be provided and licensed for the duration of the study only.

Schedule 1 - Table of Existing Information

Title	Format	Available from
	ArcGIS Shapefile	Appendix A – West Midlands Flood Warning Areas
	Excel	Appendix B – Example Property Reporting Spreadsheet
	ArcGIS or MapInfo	To be provided upon project start up
	ArcGIS or MapInfo	To be provided upon project start up
	ArcGIS Shapefile	To be provided upon project start up
	Word	To be provided upon project start up
	ArcGIS	To be provided upon project start up

## 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 pric

