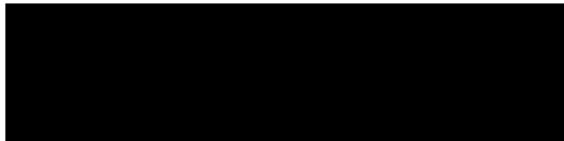




Framework:
Supplier:
Company Number:



Geographical Area:
Project Name:
Project Number:

National
Flood Forecasting Modelling Improvement Programme (FFM
35787

Contract Type:
Option:

Professional Service Contract
Option E

Contract Number:

ecm_64840

Stage:

Study_or_Service_NOT_Design

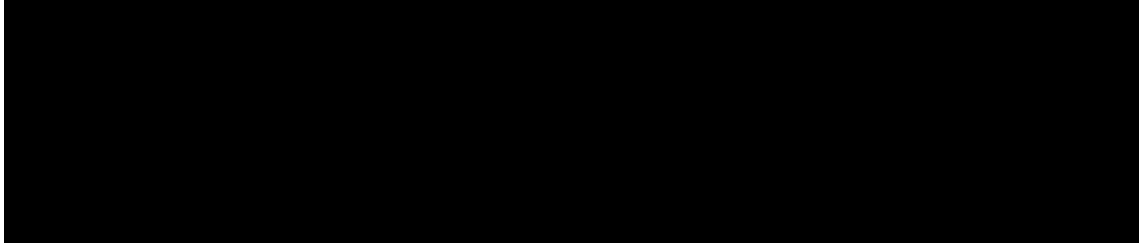
Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name Flood Forecasting Modelling Improvement Programme (FFMIP) Full Business Case (FBC) Consultant Support

Project Number 35787

- This contract is made on 01 June 2022 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.



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 E	Option for resolving and avoiding disputes	W2
-------------	----------	--	----

- 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 Work on developing a 5-year investment programme (the "Flood Forecasting Model Improvements Programme", FFMIP) began shortly afterwards and a Strategic Outline Business Case (SOC) for the FFMIP was approved in August 2021. The objective of this project is to support the Environment Agency in delivering the OBC, the FBC and the foundation projects.

The <i>Client</i> is	A large black rectangular redaction box covering several lines of text.
Address for communications	
Address for electronic communications	
The <i>Service Manager</i> is	
Address for communications	
Address for electronic communications	
The Scope is in 35787_Scope FFMIP FBC Resource v2	

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 *Consultant's* failure to use the skill and care normally used by professionals providing services similar to the *service*

£5 million in respect of each claim, without limit the number of claims

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) *arising* from or in connection with the *Consultant* Providing the Service

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

Death of or bodily injury to employees of the *Consultant* 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 *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

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.

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

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
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

5 Payment

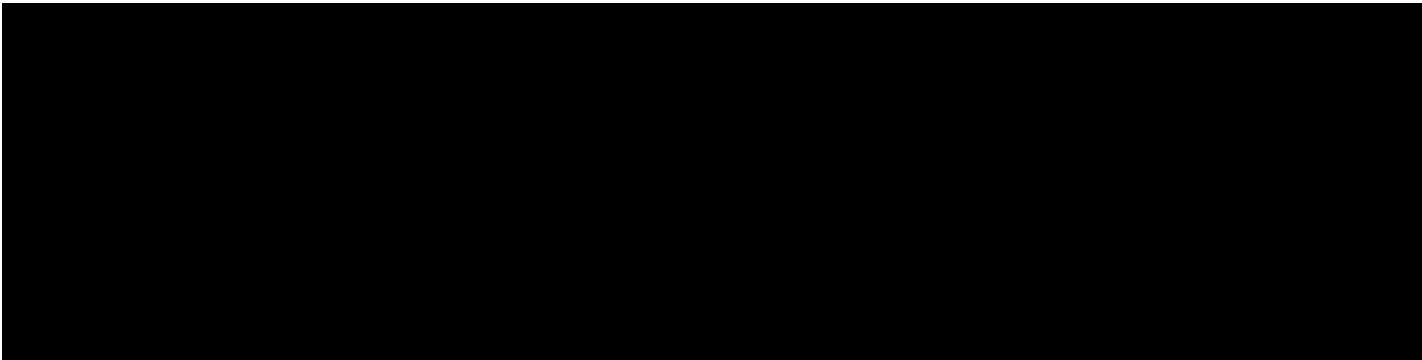
Resolving and avoiding disputes

X10: Information Modelling

Contract Execution

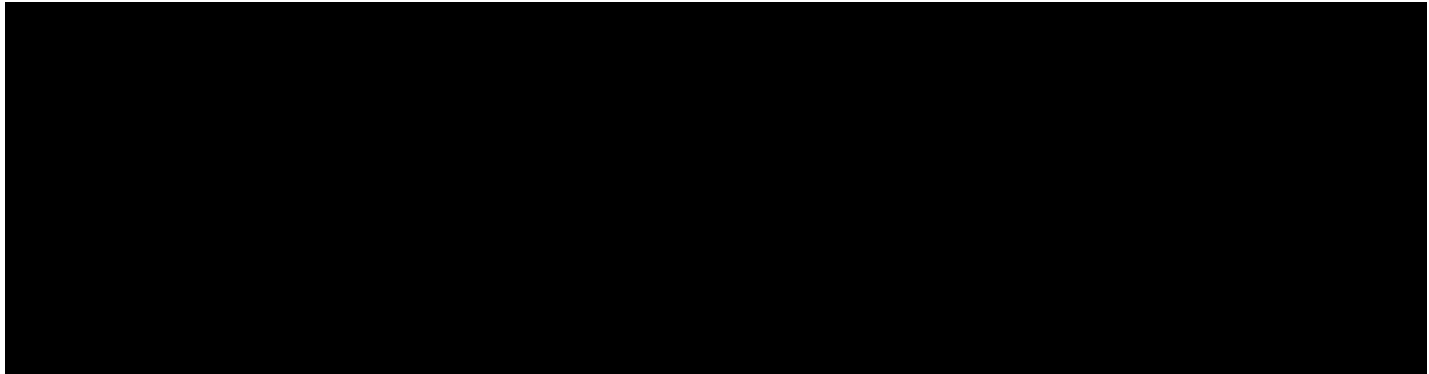
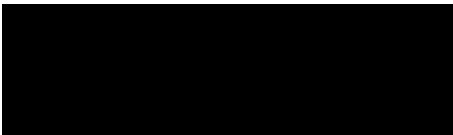
Client execution

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





Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	Flood Forecasting Modelling Improvement Programme (FFMIP) OBC - FBC Support Services
Project 1B1S reference	
Contract reference	
Date	24 th March 2022
Version number	1.2
Author	Mike Vaughan / Jo Coles

Revision history

Revision date	Summary of changes	Version number
6/12/21	Draft (HT)	1.0
9/3/22	Revised Draft	1.1
24/3/22	Amended Section 3 in accordance with tender clarification question no. 7	1.2

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 following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	12	December 2021

Summary of Requirement:

We have secured funding to develop a Flood Forecast Model Improvements Programme (FFMIP) and require support from a consultant to help deliver the Outline Business Case (OBC), and Full Business Case (FBC) and support 'foundation' projects of this significant programme of work. A particular area of focus for the contract is the production of the Economic Costs and Benefits Assessment that underpins the Business Case.

1. Introduction: Background to the FFMIP

During the winter flooding of 2019/20 several flood forecasting assets under-performed. This put lives at risk, increased the risk of economic and financial damages and risked diminishing public trust in the activities of the Environment Agency. Further flooding during the winter of 2020/21 compounded these issues; our flood forecasting models continued to underperform. We know that the underperformance of such critical assets has been a consequence of underfunding and limited maintenance over the last decade, and we need to **take action now**. Many of the existing flood forecasting models are outdated and require a significant update to ensure we are a resilient nation in the face of climate change.

The Flood Forecasting Model Improvements Programme (FFMIP) is being set-up to address these challenges (see the Appendix for further detail on the aims and objectives of the FFMIP). We have successfully delivered a **Strategic Outline Case** (September 2021) for the FFMIP, so can now move to the delivery of the Strategic **Outline Business Case (OBC)** and subsequently the **Full Business Case (FBC)**.

This document includes:

1. Introduction – Background to the Programme.
2. Description of Key Requirements
 - a. Programme Benefits Management Strategy Benefit Profiles and Realisation Plan
 - b. Supporting the Production of OBC and FBC
 - c. Provide Input into the Foundation Projects
3. Specific Requirements and Constraints
4. Programme Requirements
5. Reports already available
6. Appendix

