

# **Professional Service Contract**

# **Contract Data Forms**

(with amendments January 2019)

This agreement is made between the Client, the Consultant and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Mott Macdonald for Consultancy Services (the service).

The Consultant offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The Consultant was appointed to the framework and executed the framework agreement (with reference number RM6165).

by

... Environment Agency .. (Client)



. . . . . Mott Macdonald Limited . . . . . (Consultant) (Name) (Position) (Signature)

(Named Suppliers)

# **Contract Data**

#### PART ONE - DATA PROVIDED BY THE CLIENT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

#### 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 (with amendments January 2019)

Main Option

E Option for resolving and avoiding disputes

W2

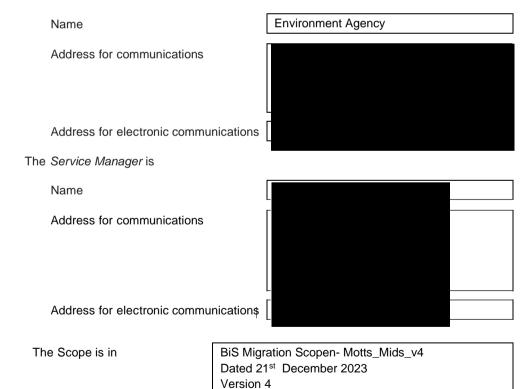
Secondary Options

X2, X9, X11, X18, Y(UK)2, Z1, Z2, Z3, Z5, Z8, Z9, Z12, Z125, Z130, Z131

The service is

Provision of Project Manager Services to a number of projects within the Midlands Delivery Hub of the Environment Agency

The Client is



|   | The language of the contract is   | English                                    |           |                |  |  |
|---|---|--|-----------|----------------|--|--|
|   | The law of the contract is the law of   | England and Wale jurisdiction of the Wales |           |                |  |  |
|   | The period for reply is   | 2 weeks                                    | exc       | ept that       |  |  |
|   | <ul> <li>The period for reply for</li> </ul>                                      | n/a  | is        | n/a            |  |  |
|   | • The period for reply for  | n/a  | is        | n/a            |  |  |
|   | The period for retention is 6 year  The following matters will be included in the | (s) following Complo                       |           | er termination |  |  |
|   | None  |  |           |                |  |  |
|   | Early warning meetings are to be held at ir                                       | itervals no                                |           |                |  |  |
|   | longer than   |  | 4 weeks   |                |  |  |
| 2 The Consultant's ma   | nin responsibilities  |  |           |                |  |  |
| f the <i>Client</i> has identified                                  | The key dates and conditions to be met are  |  |           |                |  |  |
| vork which is set to meet a stated <i>condition</i> by a <i>key</i> | condition to be met key date  |  |           |                |  |  |
| late  | (1)   |  |           |                |  |  |
|   | (2)   |  |           |                |  |  |
|   | (3)   |  |           |                |  |  |
|   | ` ' _   |  |           |                |  |  |
| f Option A is used  | The Consultant prepares forecasts of the  | total expenses at                          |           |                |  |  |
|   | intervals no longer than  |  | 4 weeks   |                |  |  |
| f Option C or E is used   | The Consultant prepares forecasts of the  |  |           |                |  |  |
|   | plus Fee and expenses at intervals no lon   | ger than                                   | 4 weeks   |                |  |  |
| 3 Time  |   |  |           |                |  |  |
|   |   |  |           |                |  |  |
|   | The starting date is  | 02   | 2/01/2024 |                |  |  |

|   | The Cl | ient provides access   | s to the f | ollowing perso   | ns, places and  | things  |        |
|---|--------|--|------------|------------------|-----------------|---|--------|
|   | ac     | cess   |            |                  | a               | access date                                     |        |
|   | (1)    | Environment Ager   | ncy Office | es               |                 | 02/01/2024                                      |        |
|   | (2)    | Systems and acce   | ess as ap  | propriate        |                 | 02/01/2024                                      |        |
|   |        | Consultant submits er than   | revised    | programmes a     | t intervals no  | 4 weeks   |        |
| If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>service</i> | The is | completion date for  | the whol   | e of the service | e 17/05/2024    | 4   |        |
| If no programme is identified in part two of the Contract Data                                  |        | period after the Cor<br>sultant is to submit   |            |                  |                 | 2 weeks   |        |
| 4 Quality managemen   | t      |  |            |                  |                 |   |        |
|   |        | period after the Col<br>submit a quality po  |            |                  |                 | 4 weeks, if not previously proviethe consultant | ded by |
|   |        | period between Co<br>the <i>defects date</i> is  | mpletion   | of the whole o   | f the service   | 26 weeks  |        |
| 5 Payment   |        |  |            |                  |                 |   |        |
| ,   | The a  | urrency of the cont  | ractis the | e                |                 | £ sterling                                      |        |
|   | The a  | ssessment interval   | is         |                  |                 | Monthly   |        |
| If the <i>Client</i> states any expenses  | The ex | <i>penses</i> stated by th   | e Client a | are              |                 |   |        |
| ·   | item   |  |            | am               | ount            |   |        |
|   |        |  |            |                  |                 |   |        |
|   |        |  |            |                  |                 |   |        |
|   | The i  | nterest rate is 2  |            | % per annu       | m (not less tha | n 2) above the                                  |        |
|   | Bas    | e  |            | rate of the      | Bank of Engl    | and   | bank   |
| If the period in which payments are made is not three weeks and Y(UK)2 is not used              | The p  | eriod within which ք   | payments   | s are made is    | 1 Month         |   |        |
| If Option C or E is used and the <i>Client</i> states any locations                             | Consi  | ocations for which the sultant provides a character cost of support perfice overhead are | arge ,     | All UK offices   |                 |   |        |

| If Option C is used      | The Consultant's sha   | re percentages and the sh  | are ranges are                |  |
|--------------------------|--|--|-------------------------------|--|
|                          | share range  |  | Cor                           | nsultant's share percentage  |
|                          | less than  |  | %                             | %  |
|                          | from   | % to   | %                             | %  |
|                          | from   | % to   | %                             | %  |
|                          | greater than   |  | %                             | %  |
| If Option C or E is used | The exchange rates   | s are those published in   | Financial Tin                 | nes  |
|                          | on 02/01/2024  |  |                               |  |
| 6 Compensation ev        | ents   |  |                               |  |
| If there are additional  | None   | compensation events  |                               |  |
| 8 Liabilities and ins    | urance   |  |                               |  |
| If there are additional  | These are additional   | Client's liabilities   |                               |  |
| Client's liabilities     | (1)  |  |                               |  |
|                          | (2)  |  |                               |  |
|                          | (3)  |  |                               |  |
|                          | insurance are EVENT  | MINIMUM AMOU<br>COVER  |                               | PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE                      |
|                          | The Consultant's fail<br>use the skill and care<br>used by professiona<br>services similar to the  | e normally in respect of each without limit to the   | ch claim,                     | 6 years following<br>Completion of the whole<br>works or earlier termination |
|                          | Loss of or damage t<br>and liability for bodily<br>or death of a person<br>employee of the Col<br>arising from or in col<br>with the Consultant the<br>the Service | o property vinjury to (not an nsultant) nnection  Whichever is £5 million or required by la in respect of each | the amount<br>aw<br>ch event, | 12 months  |
|                          | Death of or bodily inj<br>employees of the Co<br>arising out of and in<br>course of their emplo<br>connection with the   | onsultant Whichever is £5 million or required by la  | the amount<br>aw<br>ch event, | For the period required by law   |
|                          | The Consultant provide   | es these additional insuran  | ces                           |  |
|                          | (1) Insurance against  | n/a  |                               |  |
|                          | Minimum amount of c  | cover is n/a   |                               |  |
|                          | The deductibles are  | n/a  |                               |  |

| (2) Insurance against   | n/a |  |  |  |
|---|-----|--|--|--|
| Minimum amount of cover is  | n/a |  |  |  |
| The deductibles are   | n/a |  |  |  |
| (3) Insurance against   | n/a |  |  |  |
| Minimum amount of cover is  | n/a |  |  |  |
| The deductibles are n/a   |     |  |  |  |
| 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

£1 million

# Resolving and avoiding disputes The tribunal is Litigation in the courts If the tribunal is arbitration The arbitration procedure is 'to be confirmed' The place where arbitration is to be held is 'to be confirmed' The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the arbitration procedure does not state who selects an arbitrator is The Senior Representatives of the Client are Name (1) Address for communications Address for electronic communications Name (2) Address for communications Address for electronic communications The Adjudicator is 'to be confirmed' Name Address for communications 'to be confirmed' 'to be confirmed' Address for electronic communications The Adjudicator nominating body is Institution of Civil Engineers

| X2: Changes in the la   | aw                           |  |                              |
|---|------------------------------|--|------------------------------|
| If Option X2 is used  | The law of the project is    | The law of England and jurisdiction of the courts of |                              |
| X5: Sectional Comple  | etion                        |  |                              |
| If Option X5 is used  | The completion date for each | ch section of the service is                         |                              |
|   | section                      | description  | completion date              |
|   | (1)                          |  |                              |
|   | (2)                          |  |                              |
|   | (3)                          |  |                              |
|   | (4)                          |  |                              |
| X7: Delay damages   |                              |  |                              |
| If Option X7 is used without Option X5                        | Delay damages for Comp       | letion of the whole of the service                   | e are per day                |
| If Option X7 is used with                                     | Delay damages for each se    | ection of the service are                            |                              |
| Option X5   | section                      | description  | amount per day               |
|   | (1)                          |  |                              |
|   | (2)                          |  |                              |
|   | (3)                          |  |                              |
|   | (4)                          |  |                              |
|   | The delay damages for the    | e remainder of the service are                       |                              |
| X8: Undertakings to   | Others                       |  |                              |
| If Option X8 is used  | The undertakings to Others   | are provided to                                      |                              |
| •   |                              |  |                              |
|   |                              |  |                              |
| V0 T ( (1 ( ))  | ( )   D                      |  |                              |
| X9: Transfer of Intelle                                       | ectual Property Rights       |  |                              |
| X10: Information mod  | delling                      |  |                              |
| If Option X10 is used   |                              |  |                              |
| If no <i>information</i>                                      | The period after the Cor     | ntract Date within which the <i>Con</i>              | sultant is to submit a first |
| execution plan is identified in part two of the Contract Data | Information Execution Pl     |  | N/A                          |
| X11: Termination by th  | a Cliant                     |  |                              |
| ATT. Terrimiation by th                                       | e olient                     |  |                              |
| V40. D  |                              |  |                              |
| X13: Performance bond   |                              |  |                              |
| Option X13 is used  | The amount of the performa   | nce bond is  |                              |

Professional Service Contract: Contract Data | 9

| X18: Limitation of I  | liability  |                                  |
|-----------------------|--|----------------------------------|
| If Option X18 is used | The Consultant's liability to the Client for indirect or consequential loss is limited to                          | £1 million                       |
|                       | The Consultant's liability to the Client for Defects that are not found until after the defects date is limited to | £1 million                       |
|                       | The end of liability date is 6 years after the Comple  | tion of the whole of the service |
| X20: Key Performar    | nce Indicators (not used with Option X12)  |                                  |
| If Option X20 is used | The incentive schedule for Key Performance Indicators is   | in                               |
|                       | A report of performance against each Key Performance<br>Indicator is provided at intervals of                      | months                           |

#### Y(UK)1: Project Bank Account

Charges made and interest the paid by the *project bank* 

The Consultant is / is not to pay any charges made and to be paid any interest paid by project bank (Delete as applicable)

#### Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due The period for payment is 14 days after the date on which payment becomes due

| Y(UK)3: The Contrac   | ts (Rights of Third Part         | es) Act 1999    |
|---|----------------------------------|-----------------|
| If Option Y(UK)3 is used  | term                             | beneficiary     |
| If Y(UK)3 is used with  | term                             | beneficiary     |
| Y(UK)1 the following<br>entry is added to the<br>table for Y(UK)3 | The provisions of Options Y(UK)1 | Named Suppliers |

#### Z: Additional conditions of contract

If Option Z is used The additional conditions of contract are

#### Z1 Disputes:

Option W2 subclause W2.1(4) is deleted. The Parties agree that adjudication under Clause option W2 should only commence if the dispute resolution procedure has been exhausted and that the dispute resolution procedure in the Scope, takes precedence over Option W2.

#### **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.
- lonising 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.

#### **Z4 Share on Termination**

Delete existing clause 93.3 and 93.4 and replace with:

93.3 In the event of termination in respect of a contract relating to services there is no Consultant's share.

#### **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*.

#### **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.

#### 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.

#### **Z125 Limitation of Liability**

Under clause 87.1; after the fourth bullet point; insert the additional bullet points:

- loss of or damage to the Client's property, to the sum of £5M.
- 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, to the sum that the *Consultant* is required to insure under the contract in respect of such death or bodily injury.

#### Z 130 Rate adjustment

Z130.1 The Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate *Framework Prices*.

Z130.2 (Option C ONLY) The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

#### Z 131 Change to the Schedule of Cost Components

Add clause 11.2(19) The People Rates are the *people rates* unless later changed in accordance with the contract and provided that at all times and under any circumstance howsoever arising the People Rates do not exceed the equivalent and directly comparable Framework Price as set out in Crown Commercial Services (CCS) Construction Professional Services Framework RM6165.

In the Schedule of Cost Components delete the section titled **People** and replace with:

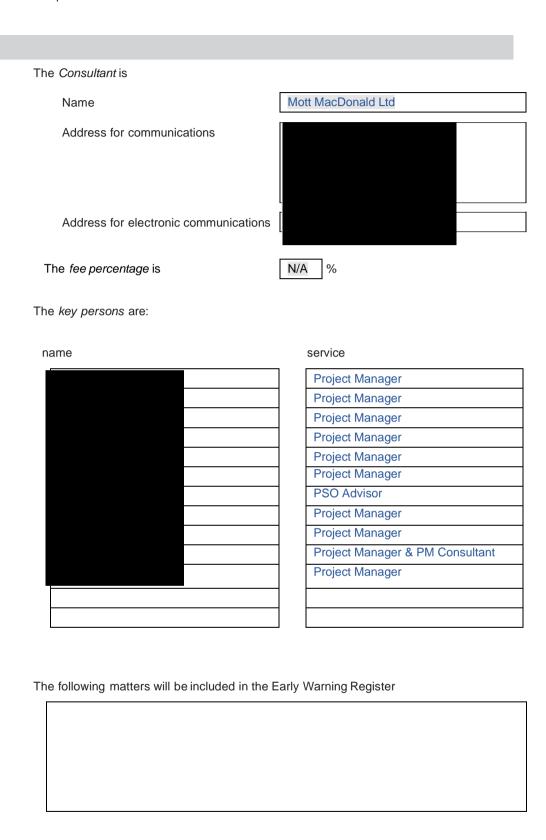
#### **People**

- 1 The following components of the cost of people.
- 11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work on the contract.

# 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



#### 2 The Consultant's main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the Consultant is in

### **5 Payment**

If the *Consultant* states expenses

The expenses stated by the Consultant are any

item amount

Travel

As incurred

Mileage

As incurred

Subsistence

As incurred

If Option A or C is used

The activity schedule is

N/A

If Option E is used

The forecast of the prices is

£700,835.00

#### 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

| If an information execution plan  The information execution plan identified in the Contract Data is  Y(UK)1: Project Bank Account  If Option Y(UK)1 is used  The project bank is  The project bank is |
|---|
| in the Contract Data is  Y(UK)1: Project Bank Account   |
|   |
| If Option Y(UK)1 is used The project bank is  |
|   |
| named suppliers are  Data for the Schedule of Cost Components (used only with Options C or E)   |
| The overhead percentages for the cost of support people and office overhead are location overhead percentage  |
| %   |
| %   |
|   |
| Data for the Short-Schedule of Cost Components (used only with Option A)  |
| The people rates are  |
| category of person unit rate  |
| category of person  |
|   |

# Data for the Schedule of Cost Components (used only with Options C and E)

The people rates are

category of person unit rate Hour £116.95 Hour £76.76 Hour £90.16 Hour £99.92 Hour £78.64 Hour £105.70 Hour £125.51 Hour £45.33 Hour £47.31 Hour £67.16 £59.20 Hour

# **Environment Agency NEC4 professional services contract (PSC) Scope**

# **Project / contract information**

| Project name          | Provision of integrated services for Midlands Hub (PCM, Area, MEICA) |
|-----------------------|--|
| Project SOP reference | ENV10003604  |
| Contract reference    | C22301   |
| Date                  | 21st December 2023   |
| Version number        | 4.0  |
| Author                | Nicola Graham  |

# **Revision history**

| Revision date | Summary of changes | Version number |
|---------------|--------------------|----------------|
| 29/11/2023    | First issue        | 1              |
| 08/12/2023    | Second Revision    | 2              |
| 14/12/2023    | Third Revision     | 3              |
| 21/12/2023    | Fourth Revision    | 4              |

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    |
|-------------|---|------------|---------------|
| 412_13_SD01 | Minimum Technical Requirements except for the referenced Environmental MTRs which are to be superseded with LIT 65160 | V12        | December 2021 |
| LIT 65160   | Environment and Sustainability MTR  | V1.0       | 24/01/2023    |
| LIT 17641   | .Exchange Information Requirements  | .V3.0      | 01/12/2022    |

## 1 Objectives of the service provided

#### **Objective**

The Midlands Hub supports delivery of the Environment Agency FCRM Capital and Revenue Programme. In order to deliver the programme the requirement for additional services has been identified.

## 2 Consultant provides the services

This scope seeks to secure the following services.

- 10 No Project Management Services
- 1 no Partnership and Strategic Overview Advisor

The Teams that these services will support are based and are distributed across offices within the boundaries of the Midlands Hub. The *Consultant* will primarily be able to work remotely. However, in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to).

The above services shall be provided by the *key persons* identified Contract Data part 2.

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

- a) The above services are to be provided in accordance with the specific appendices that are applicable eg Project Management services, see Appendix 2
- b) The Consultant is not to delegate their duties or powers.
- 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.
- e) Any time deemed necessary for the *Consultant* 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) The *Consultant* shall provide the services in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.
- h) The *Consultant* shall be required to complete a conflict of interest declaration and non-disclosure agreement prior to provision of the services.
- The Consultant's Employer will inform the Client prior to allocating their Consultant on other projects or of the individuals intention to leave the company at the earliest opportunity.

# 4 Services and other things provided by the *Client*

Office equipment and services necessary to provide the services when attending Environment Agency offices and to enable access to the relevant systems. Any client provided IT allocated to key persons shall be returned upon request.

Key persons will be allocated a line manager within the Environment Agency to support effective delivery of the services.

Systems access to include but not limited to: Standard access to EA systems and drives as required and including SOP, Asite, FastDraft, Microsoft Office, Microsoft Project, Learning Zone, AIRSWeb.

#### 5 Timesheets

Timesheets as normally utilised by the *Consultants* shall be submitted with fee notes unless otherwise agreed with the *Client's* Service Manager. Electronic submissions would be acceptable. All key persons will be required to complete timesheets on SOP as advised by their EA line manager.

## **6** Performance management

Performance will be measured periodically throughout the contract duration to allow for assessment of performance under the contract.

# **Appendix 1 – Dispute resolution**

#### **Dispute Resolution process.**

#### 1. Contract Disputes

- 1.1. To raise a dispute:
  - a) the decision giving rise to the dispute must have been communicated under the contract in accordance with clause 13 of the relevant NEC4 contract (verbal dissatisfaction is not sufficient):
  - b) the party who disputes the decision raises its dissatisfaction with the decision within 28 days of the decision being communicated and communicates this dissatisfaction in accordance with clause 13 of PSC and ECC; and
  - c) the issue becomes a formal dispute and is addressed in accordance with Option W2 of PSC or ECC and Option Z clause Z25.
- 1.2. The dispute is initially raised to the Client's Commercial Services Manager and Delivery Partner's Framework Manager. Both parties present written submission in support of, or reasons for disagreement with, the dispute. The Client's Commercial Services Manager reaches their decision on the basis of the written evidence submitted and the terms of the Framework and call off contract within two weeks of receipt of the written evidence. The Client's Commercial Services Manager communicates their decision and the reasons why such a decision was reached to both parties in accordance with the contract:
  - a) If either party remains dissatisfied with the decision the Dispute is escalated to the Client's National Commercial Services Manager and the Delivery Partner's Framework Manager. The disputing party's Manager presents the written submission in support of the dispute case, and the Client's National Commercial Services Manager determines the contractual decision on the basis of written evidence and contract terms within two weeks and communicates in accordance with the Contract.
  - b) If the *either party* remains dissatisfied with the decision, the dispute is escalated to the *Client's* Framework Director and *Delivery Partner's* Framework Director. The disputing party's Manager or Director presents the written submission in support of the dispute case, and the *Client's* Framework Director determines the contractual decision on the basis of written evidence and contract terms within two weeks and communicates in accordance with the Contract; and
    - c) If *either party* remains dissatisfied with the decision the dispute may be referred to adjudication.
- 1.3. During dispute proceedings all parties have a duty to continue their performance under the Scope.

#### 1.4. Dispute proceedings:

| Client   | Delivery Partner      |
|--|-----------------------|
| Commercial Services Manager     (relevant geography unless conflict)         | 1. Framework Manager  |
| National CSM (consults with relevant Framework Manager)     (Simon Robinson) | 2. Framework Manager  |
| 3. Framework Director (Chris Milburn)  | 3. Framework Director |

# Appendix 2 – Bullet point of services for each type of service.

Major Project and Programme Delivery, Programme and Contract Management (PCM) EA Grades 4, 5, 6
Project Management Services (PM3, PM2, PM1)

The PCM Project Management Services will include but not limited to:

- manage the delivery of medium to high risk multi-disciplinary projects within the constraints of an agreed budget, programme, and quality criteria, to achieve successful outcomes
- contribute to the development and delivery of the departmental business plan, providing professional / technical

expertise to support operational priorities in line with legislation, Environment Agency policy and required environmental outcomes

- guide, advise and support team members to resolve local issues and incidents, so that decisions are made on sound technical grounds and in line with best practice and timeframes
- monitor progress of work, identify gaps in the delivery of priorities and take remedial action to enhance the service for the appropriate reallocation of time and effort
- identify and produce required documentation and reports to agreed quality standards to support operational work, management decisions, public enquiries, court appeals etc., so that information, evidence, and Environment Agency interests are accurately and effectively presented
- participate in or lead local projects and working groups to achieve well planned and managed integrated solutions that progress effective change and improvement in the organisation and support the best environmental outcomes
- seek to influence customers and build strong partnerships internally and externally to maintain a positive reputation, response, and effective resolution of issues
- encourage and develop a safety conscious culture within the team to deliver work programmes without risk to the health & safety of the team or any other individual
- provide leadership and mentoring to other Client staff where required
- undertake the role of Service Manager on supplier NEC4 PSC where requested by the Project Executive or person with relevant authority

Flood & Coastal Risk Management (FCRM), Advisor EA Grade 5
Partnership & Strategic Overview (P&SO) Communications & Engagement Services

The FCRM P&SO Communications & Engagement Services will include but not limited to:

- provide specialist advice and knowledge to shape/inform/deliver FCRM and incident management outcomes and stakeholder agendas and/or analyse, design, and implement approaches to deliver cost effective and sustainable operational outcomes to secure positive outcomes for people and wildlife, using existing frameworks
- manage day-to-day aspects of the FCRM Advisor functions under direction of the nominated Team Leader
- engage with and understand customer needs both verbally and in writing, interpret this against business objectives to formulate coherent responses in accordance with the Customer Charter
- provide specialist skills to build engagement with communities, build relationships and have a clear communications plan for a variety of FCRM scenarios
- work with members of own team and other teams within the Environment Agency to draw together comments and sub-divide tasks as required
- draft and produce high quality communications, written reports and responses to consents and other enquiries
- provide specialist guidance to operational teams in order to influence compliance with Environment Agency policy / legislation / best practice ways of working and contribute to the delivery of business plans
- keep up to date on changing legislation / best practice externally, to inform internal priorities and appropriate alignment
- contribute to the development of Environment Agency policy / process at national / local level and monitor and advise on effective implementation in the business, in line with environmental targets
- lead or participate in projects, providing functional / specialist input to improve ways of working and business change & efficiency
- build and sustain effective relationships with operational customers to understand issues and provide effective response / steer for operational needs
- •mentor and coach others on policies, procedures, practices and techniques equipping them with the knowledge and skills to deliver their work in an effective and efficient manner