



|                           |   |
|---------------------------|---|
| <b>Framework:</b>         | <b>Client Support Framework</b>                 |
| <b>Supplier:</b>          | <b>Jacobs UK Ltd</b>                            |
| <b>Company Number:</b>    | <b>02594504</b>                                 |
| <b>Geographical Area:</b> | <b>National</b>                                 |
| <b>Project Name:</b>      | <b>WSX Future Funding Wave 1 PSO Advisor G5</b> |
| <b>Project Number:</b>    | <b>Future Funding Resource</b>                  |
| <b>Contract Type:</b>     | <b>Professional Service Contract</b>            |
| <b>Option:</b>            | <b>Option E</b>                                 |
| <b>Contract Number:</b>   | <b>29436 Lot 1 Wave 1 WSX</b>                   |

| Revision | Status | Originator | Reviewer | Date |
|----------|--------|------------|----------|------|
|          |        |            |          |      |
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|          |        |            |          |      |

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

**Project Name** WSX Future Funding Wave 1 PSO Advisor G5

**Project Number** Future Funding Resource

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  
WSX Scope Jacobs Dated 17/06/20

**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 Supply of PSO Grade 5 Bought in Service (post ref WXS-1-PSO-G50-02) resource to support the EA's capital programme for 2020/21.

The *Client* is [REDACTED]

Address for communications Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)

The *Service Manager* is [REDACTED]

Address for communications Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications [REDACTED]

The *Scope* is in [REDACTED]

The *language of the contract* is English

The *law of the contract* is  
the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The *period for reply* is 2 weeks

The *period for retention* is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register  
none

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  
none set  
*key date*  
none set

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than 4 weeks

## 3 Time

The *starting date* is 06 July 2020

The *Client* provides access to the following persons, places and things  
access  
EA offices to be advised  
EA systems 06 July 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

The *exchange rates* are those published in n/a  
on n/a

## 6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with the contract
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 SERVICE 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 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 | 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 <i>tribunal</i> is                    | litigation in the courts           |
| The <i>Adjudicator</i> is                 | 'to be confirmed'                  |
| Address for communications                | 'to be confirmed'                  |
| Address for electronic communications     | <a href="#">'to be confirmed'</a>  |
| The <i>Adjudicator nominating body</i> is | The Institution of Civil Engineers |

## Z Clauses

### Z1 Disputes

Delete existing clause W2.1

### Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and 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 2

### 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 6 Years after the Completion of the whole of the *service*

### Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 Days after the date on which payment becomes due

### Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term *beneficiary*



The *key persons* are

Name (7)  
Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register

Travel expenses are not included due to the current Covid-19 arrangements. When travel is required expenses claimable (See CSF Deed of Agreement Schedule 6 section 12) will be added by CE.

### 3 Time

The programme identified in the Contract Data is

01/09/2020 - 31/03/2021

### Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]  
Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]  
Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications

[REDACTED]

### X10: Information Modelling

The *information execution plan* identified in the Contract Data is  
Not required for secondment

## Contract Execution

### *Client execution*

Signed under hand by

for and on behalf of the Environment Agency



Signature

Role

### *Consultant execution*

### *Consultant execution*

Signed under hand by

for and on behalf of

Jacobs UK Ltd



Signature

Role

# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

|                            |                                  |
|----------------------------|----------------------------------|
| Project name               | WSX Future Funding Wave 1 PSO G5 |
| Project SOP reference      | ENV0002832C                      |
| Contract reference (Bravo) | 29436 Lot 1 Wave 1 WSX           |
| Date                       | 17 <sup>th</sup> June 2020       |
| Version number             | V1.0                             |
| Author                     | [REDACTED]                       |

## Revision history

| Revision date | Summary of changes   | Version number |
|---------------|----------------------|----------------|
| 01/06/2020    | First Draft          | 0.1            |
| 17/06/2020    | WSX specific details | 1.0            |
|               |                      |                |

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of a PSO to work as part of the *Client's* Partnership and Strategic Overview Team to provide scope and overview of modelling works and support PSO teams.

### Outcome Specification

1. General Outline:

- a) The secondment of an PSO Grade 5 ("*Consultant*") to act in accordance with Role Profile Reference G5PSO attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.
- b) The *Consultant* may be based in a number of offices as appropriate, to include (but not limited to) EA offices in Bridgwater. 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 across the Wessex area (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.
- c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile Reference G5PSO.

2. The *services* specifically excludes the following:

- a) Project Executive accountability.
- b) Internal *Client* financial approvals.

3. Site Information already available:

- a) The *Consultant* will be allocated projects according to need from the IDT service plan and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.

4. Specifications of standards to be used

- a) Role Profile Reference G5PSO

5. Constraints on how the *Consultant* provides the *services*

- a) The *Consultant* is to be based full time (40 hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices across the Wessex Area as required.
- b) Under current COVID-19 restrictions, the *Client's* offices are currently closed. Therefore, the *Consultant* will be expected to initially work remotely. It is the *Consultant's* responsibility to ensure that suitable DSE assessments, internet connections and safety precautions are provided.
- c) All required travel arrangements are to be made in accordance with the latest Public Health England COVID-19 guidance.
- b) The *Consultant* shall not work more than 40 hours per week without prior approval from the *Service Manager*.
- c) 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.
- d) 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.
- e) 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.
- f) *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 6<sup>th</sup> July to 31<sup>st</sup> March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31<sup>st</sup> March 2021.

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

- a) Office space and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Onsite parking is provided at some EA locations and the *Consultant* will be allocated access to parking if it is available and in accordance with the local parking access procedure.
- b) Day-to-day line management. This post will report to [REDACTED]
- c) Systems access to include: [REDACTED]

## **Role Profile G5PSO**

### **Advisor, Flood & Coastal Risk Management EA Grade 5**

#### **PSO**

##### **Job Purpose**

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 including

- Technical FCRM knowledge. Utilise FCRM and engineering knowledge to form responses to FRAPs, planning applications, customer enquiries and other PSO related tasks. Key skills required – 2 to 3 years' experience of FCRM and engineering principles
- Planning applications/consenting. Utilise knowledge of planning and consenting processes to carry out the specified tasks. Key skills required – working knowledge of planning application processes and other statutory consents
- Team working. Work with members of own team and other teams within the Environment Agency to draw together comments and sub-divide tasks as required. Key skills required – ability to work effectively in a team
- Communications and report writing. Producing high quality responses to consents and other enquiries. Key skills required – ability to draft and produce high quality written responses, high level of verbal communication
- Customer engagement. Understand customer needs, interpret this against business objectives to formulate coherent responses in accordance with the Customer Charter. Key skills required – ability to deal effectively and politely with customer enquiries, both written and verbally

##### **Representative Accountabilities**

- 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.

### **Typical Skills, Knowledge and Experience**

- Particularly in key operational roles, we would expect an appropriate level of experience and commensurate knowledge of managing in health, safety and wellbeing in a high risk environment.
- Professional knowledge and application, to influence and inform government stakeholders/regulators, on environmental issues. AND/OR Translating Government policy/legislation into approaches for frontline delivery, in a regulatory / operational environment.
- Experience of implementing best practice solutions based on up-to-date knowledge and expertise.
- Working productively with internal and external partners/stakeholders to help deliver the outcomes of both a specific function/project/team and the wider organisation.
- Delivering work within a programme and project management framework to time, cost and quality.
- Embracing and adapting to change/new ways of working to improve efficiency & productivity, having engaged/contributed positively in any preceding debate/discussion.
- Identifying, communicating and helping to fill knowledge gaps in the business.
- Facilitating value, accountability and performance across the team including assessing how best to allocate resources to maximise outcomes.
- Demonstrating political awareness when dealing with customers, stakeholders and communities.
- Using effective written and spoken communication skills to help persuade internal or external partners to take action.
- Analysing/interpreting evidence to contribute effective solutions for technical problems.

### **Education, Professional Qualifications Requirements**

- Educational experience is required in an engineering or science background or customer related field. This experience may be gained through a combination of formal qualifications and some experience through to no formal qualification and substantial experience.
- Working towards, a specific professional qualification or membership of a professional body

### **Expectations for these roles**

- Manages health, safety & wellbeing matters by actively promoting awareness and good practice, and ensuring the provision of safe working practices in line with Environment Agency guidance. Roles at this level in this job family may be responsible for safety in a regulatory capacity.
- Promotes inclusion by respecting differences in our workforce and works to build a supportive & engaging workplace.
- Required to understand, influence and negotiate with internal and external stakeholders. Needs to understand the audience and communicate at the right level.
- Ensures work is consistently delivered to required standards and service levels while reflecting best practice ways of working.
- Understands, interprets and communicates the work and structure of the Environment Agency within the wider context based on knowledge and experience