



Framework:
Supplier:
Company Number:

Client Support Framework
Jeremy Benn Associates Ltd
03246693

Geographical Area:
Project Name:
Project Number:

National
EAN Future Funding Wave 1 PSO Advisor G5
ENV0002821C

Contract Type:
Option:

Professional Service Contract
Option E

Contract Number:

29436 Lot 1 Wave 1 EAN

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name EAN Future Funding Wave 1 PSO Advisor G5

Project Number ENV0002821C

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
EAN Scope JBA 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 of Bought in Service (post ref EAN-1-PSO-G50-01) resource to support the EA's capital programme for 2020/21.

The *Client* is

Address for communications

Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

enquiries@environment-agency.gov.uk

The *Service Manager* is

Address for communications

Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The Scope is in
EAN Scope JBA Dated 17/06/20

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
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 01 July 2020

The *Client* provides access to the following persons, places and things
access *access date*
EA offices to be advised
EA systems 01 July 2020

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 Public Health England guidance, as may vary from time to time, until 31 October 2020.
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	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 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	'to be confirmed'
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 resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

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

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.

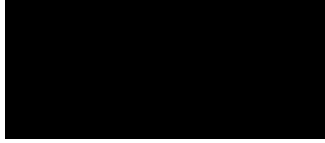
1 General

The *Consultant* is

Name and company number

Jeremy Benn Associates Ltd

Address for communications



Address for electronic communications



The *fee percentage* is



The *key persons* are

Name (1)



Job

PSO Advisor Grade 5

Responsibilities

Role reference EAN-PSO-G5A-01

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

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. Estimated at [REDACTED] per week per secondee)

-
-
-
-
-
-
-

3 Time

The programme identified in the Contract Data is

N/A

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications
JBA Consulting

[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
N/A

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



Signature

Role

30 June 2020

Consultant execution

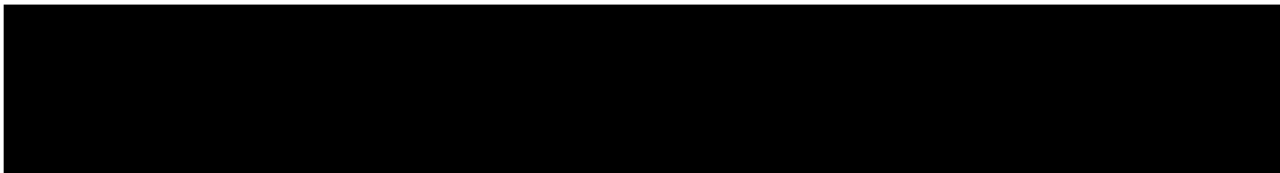
Consultant execution

Signed under hand by



for and on behalf of

Jeremy Benn Associates Ltd



29 June 2020

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	EAN Future Funding Wave 1 PSO Advisor G5
Project SOP reference	[REDACTED]
Contract reference (Bravo)	29436 Lot 1 Wave 1 EAN
Date	17 th 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	EAN specific details	1.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of PSO Advisor to work as part of the *Client's* Partnership's and Strategic Team to provide a Senior User role on capital projects.

Outcome Specification

1. General Outline:

- a) The secondment of PSO Grade 5 Advisor ("*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 office Brampton. 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 east Anglia (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 which include:
 - i. The role will act as senior user on capital projects (exact projects to be refined) that are managed by IDT.
 - ii. Ensure delivery of Area expectations in line with the scopes.
 - iii. Assist in the development of projects through the refresh to be put forward for bids, business cases to progress to delivery.
 - iv. Working with AP to develop and deliver some of their projects.
 - v. Please see Role Profile Reference G5PSO for the further description of this role.

The *services* specifically excludes the following:

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

2. 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.

3. Specifications of standards to be used

- a) Role Profile Reference G5PSO

4. 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 EAN 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.

5. Requirements of the programme

- a) Secondments will be from 1st July to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

- a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Day-to-day line management. This post will report to [REDACTED].
[REDACTED]

c) Systems access to include:



ROLE PROFILE

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
- Teamworking. 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 enquires, 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



Framework:	Client Support Framework
Supplier:	Jeremy Benn Associates Ltd
Company Number:	03246693
Geographical Area:	National
Project Name:	HNL Future Funding Wave 1 Catchment Engineer
Project Number:	ENV0002824C
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	29436 Lot 1 Wave 1 HNL

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name HNL Future Funding Wave 1 Catchment Engineer

Project Number ENV0002824C

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
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X18: Limitation of liability

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

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Z: *Additional conditions of contract*

The service is Supply of Catchment Engineer Bought in Service (post ref HNL-1-AP-G6SA-01) resource to support the EA's capital programme for 2020/21.

The *Client* is

Address for communications

Environment Agency

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

enquiries@environment-agency.gov.uk

The *Service Manager* is

Address for communications

Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The Scope is in
HNL Scope JBA Dated 17/06/20

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
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The *key dates* and *conditions* to be met are
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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 01 July 2020

The *Client* provides access to the following persons, places and things
access
EA offices to be advised *access date*
EA systems 01 July 2020

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

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The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <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 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	'to be confirmed'
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 resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

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

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

Jeremy Benn Associates Ltd

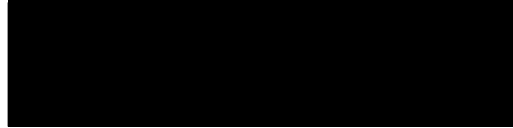
Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)



Job

Catchment Engineer

Responsibilities

Role reference HNL-1-AP-G6SA-01

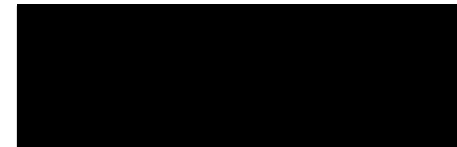
Qualifications



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

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. Estimated at [REDACTED] per week per secondee)

-
-
-
-
-
-
-

3 Time

The programme identified in the Contract Data is

N/A

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications

JBA Consulting

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

JBA Consulting

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

-

Address for electronic communications

[REDACTED]

X10: Information Modelling

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

N/A

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

A large black rectangular redaction box covering the signature area.

30 June 2020

Consultant execution

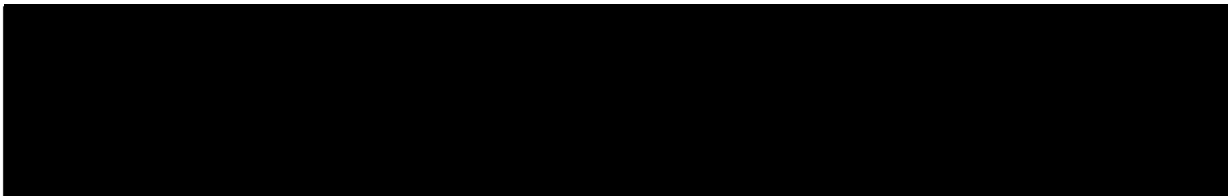
Consultant execution

Signed under hand by

A small black rectangular redaction box covering the signature.

for and on behalf of

Jeremy Benn Associates Ltd

A large black rectangular redaction box covering the signature area.

29 June 2020

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	HNL Future Funding Wave 1 Catchment Engineer
Project SOP reference	
Contract reference (Bravo)	29436 Lot 1 Wave 1 HNL
Date	17 th June 2020
Version number	V1.0
Author	

Revision history

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

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of a Catchment Engineer to work as part of the *Client's* Area Operations Team.

Outcome Specification

1. General Outline:

- a) The secondment of a Catchment Engineer ("*Consultant*") to act in accordance with Role Profile Reference G6AP 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: Alchemy, Welwyn garden City. 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 Herts & North London (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 G6AP which include:
 - i. Asset Inspection and Post Inspection Review – Engineering Assurance Sign Off
 - ii. Reservoirs – Client Input with Panel Engineer & Reservoir Act Coordinator
 - iii. Input to / Liaison with the National Catchment Engineer Community
 - iv. Please see Role Profile Reference G6AP for the further description of this role.

The *services* specifically excludes the following:

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

2. Site Information already available:

- a) The *Consultant* will be allocated projects according to need from the Area or 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.

3. Specifications of standards to be used

- a) Role Profile Reference G6AP

4. 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 HNL area as required. (NOTE: At contract commencement the *Consultant* will be working at reduced capacity due to other commitments, but will commence the full time role mid-July 2020)
- 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.

5. Requirements of the programme

- a) Secondments will be from 1st July to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

- a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Day-to-day line management. This post will report to [REDACTED]
- c) Systems access to include: [REDACTED]

ROLE Profile G6AP

Senior Advisor, Flood & Coastal Risk Management EA Grade 6

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.

Recognised technical or professional expertise to develop sustainable future facing solutions for their work area.

Manage day-to-day aspects of the Senior Advisor role under direction of the Area Programme Team Leader including:

- *Data and information management.* Collecting and analysing data on the Capital programme. Developing data quality performance monitoring. Embedding data management principles across Area teams. Key skills – use of MS Excel, analysing large and complex data sets, present data in usable formats
- *Communications and report writing.* Producing high quality reports, contributing to minutes and papers and turning complex information into easily digestible, user friendly outputs. Key skills – strong written and verbal communications
- *Relationships.* Develop and maintain good working relationships with others. Provide technical advice and support to many other teams to keep data management systems up to date and improve data quality. Key skills – ability to pro-actively seek relevant relationships and sustain them
- *Project and programme management.* Utilise project/programme management skills to plan and manage multiple priorities to tight and competing deadlines. Key skills – knowledge of project/programme management, managing competing demands
- *Senior User role.* Define/co-ordinate customer quality expectations for the specified projects. Ensure project products deliver the desired outcomes and benefits. Key skills required in addition to other elements above – knowledge of FCRM, ability to network, ability to draw together internal and external stakeholders and partners to define project needs

Representative Accountabilities

- Provide specialist advice, guidance and support to senior managers / external partners, in line with relevant legislation and best practice, in order to effectively underpin risk based decision making and support environmental outcomes.
- Develop, review and improve technical documentation, to enable consistent / appropriate understanding and application in the business that enables effective service provision.
- Establish and maintain good relationships with internal and external partners to influence their activities and promote and enhance the Environment Agency's goals and reputation.
- Develop and implement systems and tools for monitoring and reporting on service delivery, to assess and interpret operational performance / compliance and advise senior managers on implications and appropriate action.
- Develop, maintain and share technical expertise with staff to improve knowledge and competence throughout the organisation as required.

- Lead or support local / national project teams to achieve well planned and managed integrated solutions that progress effective change and improvement in the Environment Agency.

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.
- Providing technical leadership, and/or 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.
- Can demonstrate professional leadership and experience of implementing best practice solutions based on up-to-date knowledge and expertise.
- Actively forming and maintaining close links with internal and external partners/stakeholders to deliver the outcomes of both a specific function/project/team and the wider organisation.
- Prioritising and delivering work within a programme and project management framework to time, cost and quality.
- Shaping and facilitating change/new ways of working to improve efficiency & productivity (whilst making and responding appropriately to constructive challenge)
- Identifying critical knowledge gaps in the business and developing solutions to address them.
- Facilitating value, accountability and performance across the team including assessing how best to allocate resources to maximise outcomes.
- Using political sensitivity when responding to the needs of customers, stakeholders and communities.
- Using strong communication and networking skills to influence, or help deliver outcomes through, partner/stakeholder organisations.
- Interpreting/evaluating evidence to propose effective solutions for challenging 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



Framework:	Client Support Framework
Supplier:	Jeremy Benn Associates Ltd
Company Number:	03246693
Geographical Area:	National
Project Name:	LNA Future Funding Wave 1 AP Advisors
Project Number:	ENV0002428C
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	29436 Lot 1 Wave 1 LNA

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name LNA Future Funding Wave 1 AP Advisors

Project Number ENV0002428C

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
LNA Scope JBA Dated 19/06/20

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 AP Advisors Bought in Service (post ref LNA-5-AP-G5A-01, LNA-5-AP-G5A-03, LNA-5-AP-G5A-06, LNA-5-AP-G5A-07)
resource to support the EA's capital programme for 2020/21.

The *Client* is

Address for communications

Environment Agency

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

enquiries@environment-agency.gov.uk

The *Service Manager* is

Address for communications

Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The Scope is in
LNA Scope JBA Dated 19/06/20

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
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 *access date*
EA systems 06 July 2020

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 Public Health England guidance, as may vary from time to time, until 31 October 2020.
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	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 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

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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	'to be confirmed'
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 resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z5 Secondments

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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

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

Jeremy Benn Associates Ltd

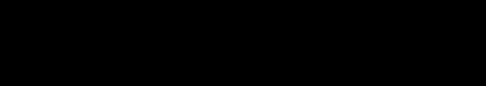
Address for communications



Address for electronic communications



The *fee percentage* is



The *key persons* are

Name (1)



Job

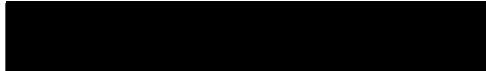
AP Advisor

Responsibilities

Role reference LNA-5-AP-G5A-03

Qualifications

Experience



The *key persons* are

Name (2)



Job

AP Advisor

Responsibilities

Role reference LNA-5-AP-G5A-01

Qualifications

Experience



The *key persons* are

Name (3)



Job

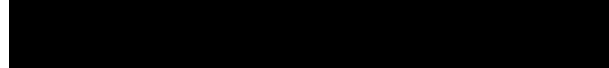
AP Advisor

Responsibilities

Role reference LNA-5-AP-G5A-07

Qualifications

Experience



The *key persons* are

Name (4)



Job

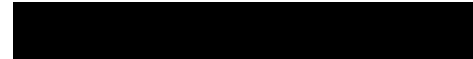
AP Advisor

Responsibilities

Role reference LNA-5-AP-G5A-06

Qualifications

Experience



The *key persons* are

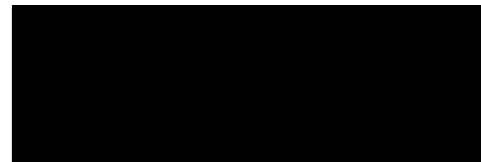
Name (5)

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

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. Estimated at [REDACTED] per week per secondee)

-
-
-
-
-
-
-

3 Time

The programme identified in the Contract Data is

N/A

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications

JBA Consulting

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

JBA Consulting

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

-

Address for electronic communications

[REDACTED]

X10: Information Modelling

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

N/A

Contract Execution

Client execution

Signed under hand by _____ for and on behalf of the Environment Agency

Signature

Role

30 June 2020

Consultant execution

Consultant execution

Signed under hand by _____ for and on behalf of Jeremy Benn Associates Ltd

Signature

Role

29 June 2020

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	LNA Future Funding Wave 1 AP G5 Advisors
Project SOP reference	[Insert project reference]
Contract reference (Bravo)	29436 Lot 1 Wave 1 LNA
Date	17 th June 2020
Version number	V1.0
Author	

Revision history

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

Details of the services

Details of the services are:

1. Description of the work:

Objective

Provision of AP & PSO Grade 5 FCRM Senior Advisors to work as part of the *Client's* Asset Performance team

Outcome Specification

1. General Outline:

- a) The secondment of the AP Grade 5 FCRM Senior Advisors outlined in the table below ("*Consultant*") to act in accordance with Role Profile Reference G5AP and attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.

Role Reference	Role Title	Role Profile Reference Number	Reporting To (Role)	Office Location
LNA-5-AP-G5A-01	AP Grade 5	G5AP	Asset Performance Team Leader	
LNA-5-AP-G5A-03	AP Grade 5	G5AP	Asset Performance Team Leader	
LNA-5-AP-G5A-06	AP Grade 5	G5AP	Asset Performance Team Leader	
LNA-5-AP-G5A-07	AP Grade 5	G5AP	Asset Performance Team Leader	

- b) The *Consultant* may be based in a number of offices as appropriate, to include (but not limited to) EA offices in Lincoln. 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 Lincolnshire and Northamptonshire 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 Profiles, reference G5AP and 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 G5AP/G5PSO (as appropriate).

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

- a) The *Consultant* is to be based full time (40 hours per week), unless otherwise stated in the table below, in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices across the LNA Area as required.

Role Reference	Role Title	Hours/Days per week
LNA-5-AP-G5A-01	AP Grade 5	40 (5 days)
LNA-5-AP-G5A-03	AP Grade 5	40 (5 days)
LNA-5-AP-G5A-06	AP Grade 5	40 (5 days)
LNA-5-AP-G5A-07	AP Grade 5	40 (5 days)

- 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.
- d) The *Consultant* shall not work more than 40 hours per week without prior approval from the *Service Manager*.
- e) 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.

- f) 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.
- g) 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.
- h) *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 6th July to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st 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.
- c) Day-to-day line management. The posts will report to [REDACTED]
[REDACTED]
- d) Systems access to include: [REDACTED]

Role Profile G5AP

Officer, Flood & Coastal Risk Management EA Grade 5

Asset Management

Roles in this family manage the whole lifecycle of our flood and coastal risk management assets, i.e. from planning and delivery, through to upkeep and eventual decommissioning.

There are a wide range of skills in this job family but they are identified by their contribution to the asset management life cycle. Roles here can be field based, for example in building or maintenance of structures and plant, or office based such as planning and managing the delivery of assets and the preparation or the analysis required to carry out asset management effectively

Job Purpose

Acts as specialist or team leader. Role accountabilities can be interchangeable depending on the team and work being delivered but the overarching theme of all roles is leadership and assurance of our asset management services.

Specialist roles contribute to delivery of environmental objectives by acting as the technical advisor within specific area of expertise. Team leader roles contribute through the management of a team to deliver on the specific aspects of the asset management whole lifecycle.

Roles may be responsible for directing project resources in a matrix structure working across the organisation or wider.

Works within a broad framework and outputs are subject to review.

Representative Accountabilities

Specialists:

- Provide expertise to support delivery of outcomes from our assets. This may involve advising teams and external partners in the execution of asset management activity, developing and implementing policy & processes.
- Produce and / or review documentation such as technical designs, risk assessments, reports or instructions to support management decisions and ways of working.

Team leaders:

- Responsible for a team, providing leadership, direction and prioritising team activities in delivery to achieve specific asset management activities.
- Recruit, motivate and develop team members to ensure effective delivery of asset management activities. Ensures appropriate skill levels are developed and maintained and team performance is optimised in line with business objectives

All roles:

- Plan and manage progress of work in line with defined plans. Identify risks to the delivery of priorities, making appropriate action to resolve issues. Some roles manage internal and / or external resources.
- Develop and maintain relationships, internally and externally to minimise the risks associated with our assets. In some cases, may be required to represent the Environment Agency at

local government and public meetings, or similar. Roles may be required to work with colleagues across the Defra group to ensure services are delivered in the best way possible.

- May lead projects, usually to bring about effective change or improve business support services. May contribute to larger more complex projects.

Typical Skills, Knowledge and Experience

- Roles require proven experience, usually gained within a relevant field. Depending on the role, this could be specific technical, engineering or other relevant specialised expertise / people management / project management.
- Requires detailed understanding of relevant business practices and procedures to enable management of, or planning for, delivery across multidisciplinary teams.
- Needs to understand management of budgets, revenue and / or capital expenditure.
- Roles typically require a relevant degree or equivalent experience
Roles at this grade in this job family may require professional qualifications or Chartered status.
- For some roles specialised and /or professional qualifications are mandatory.

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



Framework:
Supplier:
Company Number:

Client Support Framework
Jeremy Benn Associates Ltd
03246693

Geographical Area:
Project Name:
Project Number:

National
WMD Future Funding Wave 1 AP Advisors G5
ENV0002829C

Contract Type:
Option:

Professional Service Contract
Option E

Contract Number:

29436 Lot 1 Wave 1 WMD

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name WMD Future Funding Wave 1 AP Advisors G5

Project Number ENV0002829C

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
WMD Scope JBA 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 AP Grade 5 of Bought in Service (post ref WMD-1-AP-GSA-02 and WMD-5-AP-GSO-01) resource to support the EA's capital programme for 2020/21.

The *Client* is

Address for communications

Environment Agency

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

enquiries@environment-agency.gov.uk

The *Service Manager* is

Address for communications

Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The Scope is in
WMD Scope JBA Dated 17/06/20

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
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 29 June 2020

The *Client* provides access to the following persons, places and things
access
EA offices to be advised *access date*
EA systems 29 June 2020

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 Public Health England guidance, as may vary from time to time, until 31 October 2020.
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	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 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	'to be confirmed'
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 resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

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.

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Insert the following sentence at the end of clause 51.1:

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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.

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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.

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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

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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

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.

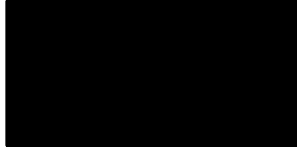
1 General

The *Consultant* is

Name and company number

Jeremy Benn Associates Ltd

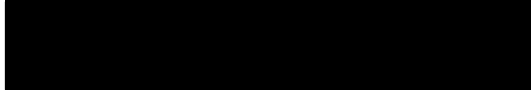
Address for communications



Address for electronic communications



The *fee percentage* is



The *key persons* are

Name (1)



Job

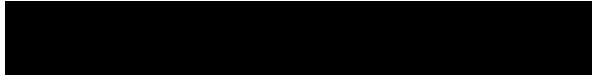
AP Advisor Grade 5

Responsibilities

Role reference WMD-1-AP-G5A-02

Qualifications

Experience



The *key persons* are

Name (2)



Job

AP Advisor Grade 5

Responsibilities

Role reference WMD-5-AP-G5A-01

Qualifications

Experience



The *key persons* are

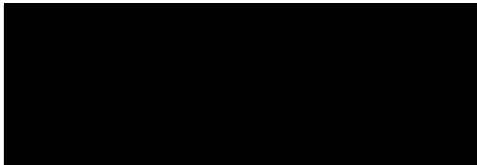
Name (3)

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

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. Estimated at [REDACTED] per week per secondee)

-
-
-
-
-
-
-

3 Time

The programme identified in the Contract Data is

N/A

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications

JBA Consulting

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

JBA Consulting

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

-

Address for electronic communications

[REDACTED]

X10: Information Modelling

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

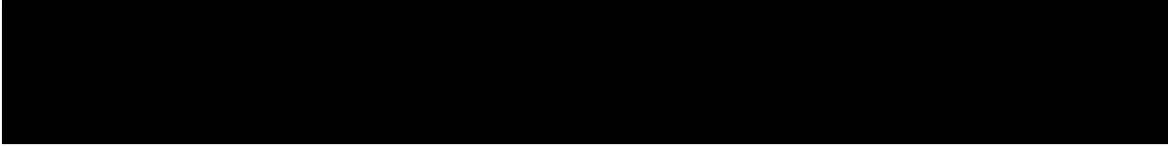
N/A

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



Signature

Role

30 June 2020

Consultant execution

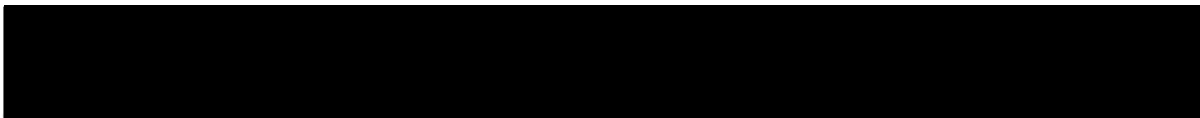
Consultant execution

Signed under hand by



for and on behalf of

Jeremy Benn Associates Ltd



Signature

Role

29 June 2020

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	WMD Future Funding Wave 1 AP & PSO Advisors
Project SOP reference	
Contract reference (Bravo)	29436 Lot 1 Wave 1 WMD
Date	17 th June 2020
Version number	V1.0
Author	

Revision history

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

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of AP and PSO Advisors to work as part of the *Client's* Asset Performance and Partnership and Strategic Overview teams to support delivery of the revenue maintenance programme and support delivery of small capital projects.

Outcome Specification

1. General Outline:

- a) The secondment of the AP & PSO roles outlined in the table below ("*Consultant*") to act in accordance with Role Profile Reference G5AP and G5PSO attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.

Role Reference	Role Title	Role Profile Reference Number	Reporting To (Role)	Office Location
WMD-1-AP-G5A-02	AP Advisor	G5AP	AP Team Leader	
WMD-1-PSO-G5A-02	PSO Advisor	G5PSO	PSO Team Leader	

- b) The *Consultant* may be based in a number of offices as appropriate, to include (but not limited to) EA offices in Shrewsbury and Tewkesbury. 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 West Midlands 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 G5AP and 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 G5AP/G5PSO

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

- a) The *Consultant* is to be based full time (40 hours per week), unless otherwise stated in the table below, in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices across the WMD Area as required.

Role Reference	Role Title	Hours/Days per week
WMD-1-AP-G5A-02	AP Advisor	40
WMD-1-PSO-G5A-02	PSO Advisor	40

- 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.

5. Requirements of the programme

- a) Secondments will be from 1st July to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

- a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Day-to-day line management. The AP posts will report to [REDACTED]
[REDACTED]
- c) Systems access to include: [REDACTED]
[REDACTED]

Role Profile G5AP

Officer, Flood & Coastal Risk Management EA Grade 5

Asset Management

Roles in this family manage the whole lifecycle of our flood and coastal risk management assets, i.e. from planning and delivery, through to upkeep and eventual decommissioning.

There are a wide range of skills in this job family but they are identified by their contribution to the asset management life cycle. Roles here can be field based, for example in building or maintenance of structures and plant, or office based such as planning and managing the delivery of assets and the preparation or the analysis required to carry out asset management effectively

Job Purpose

Acts as specialist or team leader. Role accountabilities can be interchangeable depending on the team and work being delivered but the overarching theme of all roles is leadership and assurance of our asset management services.

Specialist roles contribute to delivery of environmental objectives by acting as the technical advisor within specific area of expertise. Team leader roles contribute through the management of a team to deliver on the specific aspects of the asset management whole lifecycle.

Roles may be responsible for directing project resources in a matrix structure working across the organisation or wider.

Works within a broad framework and outputs are subject to review.

Representative Accountabilities

Specialists:

- Provide expertise to support delivery of outcomes from our assets. This may involve advising teams and external partners in the execution of asset management activity, developing and implementing policy & processes.
- Produce and / or review documentation such as technical designs, risk assessments, reports or instructions to support management decisions and ways of working.

Team leaders:

- Responsible for a team, providing leadership, direction and prioritising team activities in delivery to achieve specific asset management activities.
- Recruit, motivate and develop team members to ensure effective delivery of asset management activities. Ensures appropriate skill levels are developed and maintained and team performance is optimised in line with business objectives

All roles:

- Plan and manage progress of work in line with defined plans. Identify risks to the delivery of priorities, making appropriate action to resolve issues. Some roles manage internal and / or external resources.
- Develop and maintain relationships, internally and externally to minimise the risks associated with our assets. In some cases, may be required to represent the Environment Agency at

local government and public meetings, or similar. Roles may be required to work with colleagues across the Defra group to ensure services are delivered in the best way possible.

- May lead projects, usually to bring about effective change or improve business support services. May contribute to larger more complex projects.

Typical Skills, Knowledge and Experience

- Roles require proven experience, usually gained within a relevant field. Depending on the role, this could be specific technical, engineering or other relevant specialised expertise / people management / project management.
- Requires detailed understanding of relevant business practices and procedures to enable management of, or planning for, delivery across multidisciplinary teams.
- Needs to understand management of budgets, revenue and / or capital expenditure.
- Roles typically require a relevant degree or equivalent experience
Roles at this grade in this job family may require professional qualifications or Chartered status.
- For some roles specialised and /or professional qualifications are mandatory.

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
-

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.
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- 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