



Framework: Client Support Framework  
Supplier: Mott Macdonald Limited  
Company Number: 01243967

Geographical Area: Midlands  
Project Name: Future Funding Wave 4 WMD PSO Advisor  
Project Number: [REDACTED]

Contract Type: Professional Service Contract  
Option: Option E

Contract Number: ecm\_59021

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA

Project Name Future Funding Wave 4 WMD PSO Advisor

Project Number [REDACTED]

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 Mott Dated 21st September 2020

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	<input type="checkbox"/> Option E	Option for resolving and avoiding disputes	<input type="checkbox"/> W2
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Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- 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 of Bought in Service (post ref WMID-1-PSO-G5A-02) resource to support the EA's capital programme for 2020/21.

The Client is Environment Agency

Address for communications  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

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

The Service Manager is [REDACTED]

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

Address for electronic communications [REDACTED]

The Scope is in  
WMD Scope Mott Dated 21st September 2020

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' 'none set' 'none set' 'none set' key date 'none set' 'none set' 'none set'

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

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The starting date is 01 October 2020

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

The Consultant submits revised programmes at intervals no longer than 4 weeks

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The period after the Contract Date within which the Consultant is to submit a quality policy statement and quality plan is 4 weeks

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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 [REDACTED]

The exchange rates are those published in on

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordar
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 SERVICE OR TERMINATION
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<p>The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service</p>	<p>£5 million in respect of each claim, without limit to the number of claims</p>	<p>6 years</p>
<p>Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Consultant) arising from or in connection with the Consultant Providing the Service</p>	<p>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</p>	<p>12 months</p>
<p>Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the contract</p>	<p>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</p>	<p>For the period required by law</p>
<p>The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to</p>	<p>£1 million</p>	

Resolving and avoiding disputes

<p>The tribunal is</p>	<p>litigation in the courts</p>
<p>The Adjudicator is</p>	<p>'to be confirmed'</p>
<p>Address for communications</p>	<p>'to be confirmed'</p>
<p>Address for electronic communications</p>	<p><a href="#">'to be confirmed'</a></p>
<p>The Adjudicator nominating body is</p>	<p>The Institution of Civil Engineers</p>

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 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 Mott Macdonald Limited

Address for communications 

Address for electronic communications

The fee percentage is 

The key persons are

Name (1)	
Job	PSO Advisor
Responsibilities	WMID-1-PSO-G5A-02
Qualifications	See CV
Experience	See CV

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.

3 Time

The programme identified in the Contract Data is

[REDACTED]

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

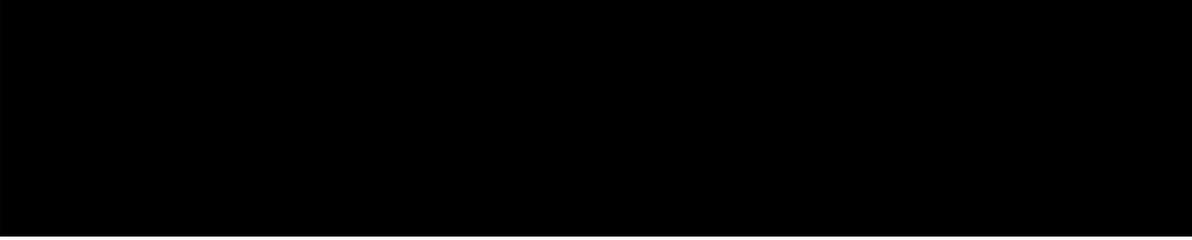
[REDACTED]

# Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



Consultant execution

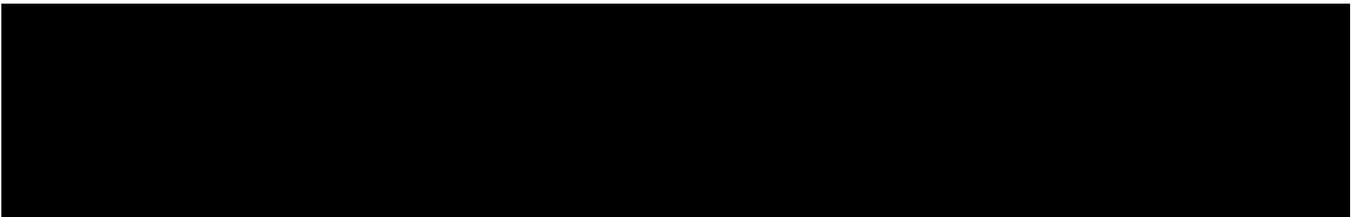
Consultant execution

Signed under hand by



for and on behalf of

Mott Macdonald Limited



# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave 4 WMD PSO Advisor
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Ecm_59021
Date	21 <sup>st</sup> September 2020
Version number	V1.0
Author	[REDACTED]

## Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
21/09/2020	WMD specific details	1.0

customer service line  
03708 506 506

[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

incident hotline  
0800 80 70 60

floodline  
0845 988 1188

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of PSO Advisor Grade 5 to work as part of the *Client's* Partnerships & Strategic Overview teams.

### Outcome Specification

2. General Outline:
  - a) The secondment of PSO 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.

Role Reference	Role Title	Role Profile Reference Number	
WMID-1-PSO-G5A-02	PSO Advisor	G5PSO	

- b) The *Consultant* may be based in a number of EA offices as appropriate, including [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The 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
3. The *services* specifically excludes the following:
    - a) Project Executive accountability.
    - b) Internal *Client* financial approvals.
  4. Site Information already available:
    - a) The *Consultant* will be allocated projects according to need from the IDT programme 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.
  5. Specifications of standards to be used
    - a) Role Profile reference G5PSO

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

- a) The *Consultant* is to be based [REDACTED] hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices 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.
- d) The *Consultant* shall not work more than [REDACTED] 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.
- 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.

7. Requirements of the programme

- a) Secondments will be from 1<sup>st</sup> October 2020 to 31<sup>st</sup> March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31<sup>st</sup> March 2021.

8. 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 post will report to :

Role Reference	[REDACTED]
WMID-1-PSO-G5A-02	[REDACTED]

- c) Systems access to include: [REDACTED]

## **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 enquiries, both written and verbally

##### **Representative Accountabilities**

- Provide specialist guidance to operational teams in order to influence compliance with Environment Agency policy / legislation / best practice ways of working and contribute to the delivery of business plans.
- Keep up to date on changing legislation / best practice externally, to inform internal priorities and appropriate alignment.
- Contribute to the development of Environment Agency policy / process at national / local level and monitor and advise on effective implementation in the business, in line with environmental targets.
- Lead or participate in projects, providing functional / specialist input to improve ways of working and business change & efficiency.
- Build and sustain effective relationships with operational customers to understand issues and provide effective response / steer for operational needs.
- Mentor and coach others on policies, procedures, practices and techniques equipping them with the knowledge and skills to deliver their work in an effective and efficient manner.

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

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

## **Education, Professional Qualifications Requirements**

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

## **Expectations for these roles**

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



Framework: Client Support Framework  
Supplier: Mott Macdonald Limited  
Company Number: 01243967

Geographical Area:  
Project Name: Future Funding Wave 4 SE NEAS SEPM  
Project Number: [REDACTED]

Contract Type: Professional Service Contract  
Option: Option E

Contract Number: ecm\_58610

Revision	Status	Originator	Reviewer	Date

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The Client is Environment Agency

Address for communications  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

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

The Service Manager is [REDACTED]

Address for communications Environment Agency

Horizon House  
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BS1 5AH

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The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	£5 million in respect of each claim, without limit 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 Consultant) arising from or in connection with the Consultant Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£5 million

Resolving and avoiding disputes

The tribunal is		litigation in the courts
The Adjudicator is		'to be confirmed'
Address for communications		'to be confirmed'
Address for electronic communications		<a href="#">'to be confirmed'</a>
The Adjudicator nominating body is		The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The service is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of ' :

- Mistakes or delays caused by the Consultant's failure to follow standards in Scopes/quality plans.
- Reorganisation of the Consultant's project team.
- Additional costs or delays incurred due to Consultant's failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the Service Manager
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the Service Manager
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the Service Manager
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to Consultant performance.
- Costs associated with rectifications that are due to Consultant error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the Consultant's involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the Client issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

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 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

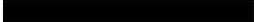
Part Two - Data provided by the Consultant

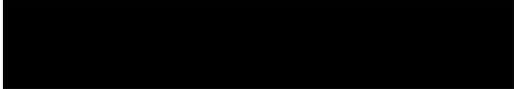
Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The Consultant is  
Name and company number Mott Macdonald Limited

Address for communications  


Address for electronic communications  


The fee percentage is  


The key persons are

Name (1)	
Job	Senior Environmental Project Manager
Responsibilities	SE-NEAS-1-SEPM-G5-01
Qualifications	See CV
Experience	See CV

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.

3 Time

The programme identified in the Contract Data is

[REDACTED]

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) [REDACTED]

Address for communications

[REDACTED]  
[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications

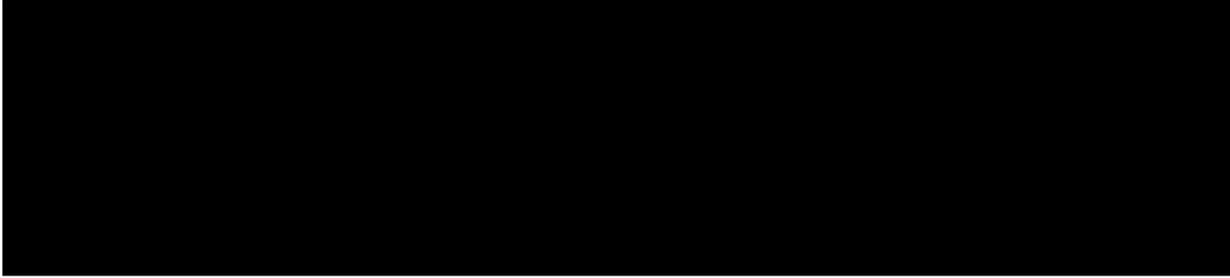
[REDACTED]

## Contract Execution

### *Client execution*

Signed under hand by

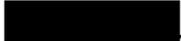
for and on behalf of the Environment Agency



### *Consultant execution*

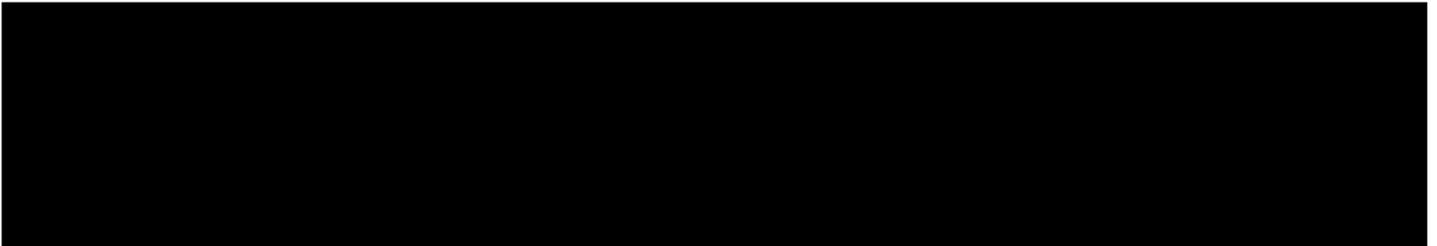
### *Consultant execution*

Signed under hand by



for and on behalf of

Mott Macdonald Limited



# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave 4 SE NEAS SEPM
Project SOP reference	██████████
Contract reference (Bravo)	ecm_58610
Date	4 <sup>th</sup> August 2020
Version number	V1.0
Author	████████████████████

## Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
04/08/2020	SE NEAS specific details	1.0

customer service line  
03708 506 506

[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

incident hotline  
0800 80 70 60

floodline  
0845 988 1188

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of Senior Environmental Project Manager to work as part of the *Client's* NEAS team.

### Outcome Specification

2. General Outline:
  - a) The secondment of a Senior Environmental Project Manager ("*Consultant*") to act in accordance with Role Profile reference NEAS SEPM 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	
SE-NEAS-1-SEPM-G5-01	Senior Environmental Project Manager	NEAS SEPM	

- b) The *Consultant* may be based in a number of EA offices as appropriate, including but not limited to [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The 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 NEAS SEPM
3. The *services* specifically excludes the following:
    - a) Project Executive accountability.
    - b) Internal *Client* financial approvals.
  4. Site Information already available:
    - a) The *Consultant* will be allocated projects according to need from the IDT programme 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.
  5. Specifications of standards to be used
    - a) Role Profile reference NEAS SEPM

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

- a) The *Consultant* is to be based [REDACTED] hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices 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.
- d) The *Consultant* shall not work more than [REDACTED] 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.
- 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.

7. Requirements of the programme

- a) Secondments will be from 1<sup>st</sup> September 2020 to 31<sup>st</sup> March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31<sup>st</sup> March 2021.

8. 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 :

Role Reference	[REDACTED]
SE-NEAS-1-SEPM-G5-01	[REDACTED]

- c) Systems access to include: [REDACTED]

## **ROLE Profile**

### **Senior Environmental Project Manager – Bought in Service Job Role Profile National Environmental Assessment & Sustainability (NEAS) Environment Agency**

**Reports To:** NEAS Team Leader

**NEAS Benchmark Job:** Senior Environmental Project Manager (Grade 5)

#### **Job Purpose**

The role project manages the assessment of environmental risks and opportunities of Environment Agency (EA) projects and strategies. Providing expert advice on Strategic Environmental Assessment (SEA) and Environmental Impact Assessment (EIA) processes and wider sustainability issues to ensure projects and programmes meet wider Environment Agency policies, objectives and legal compliance whilst remaining compliant with our agreed ways of working.

#### **Role Description**

The Senior Environmental Project Manager (SEPM) will project manage the assessment of environmental risk and opportunities of Environment Agency (EA) projects at an appropriate level.

The SEPM acts as an intelligent client for the EA in assuring the quality of environmental products and ensuring they are fit-for-purpose. The role also requires you the SEPM to ensure that socio-environmental and sustainability elements are given sufficient consideration by project teams in the appraisal of schemes and their options, and in the development of project business cases.

The SEPM provides advice on the Environmental Impact Assessment (EIA) processes, relating to / supporting assessments as required (such as Habitats Regulations, WFD), and on wider sustainability issues to ensure compliance with appropriate legislation and EA policies. If / where required, the SEPM provides advice on Strategic Environmental Assessment (SEA) of EA strategies (usually related to flood risk).

The SEPM should be a champion of the environment and seek to influence the selection and development of sustainable scheme options, the delivery of socio-environmental outcomes, and take a lead role in engagement with project environmental stakeholders (internal and external to the EA).

The SEPM ensures all work carried out by or for NEAS meets national standards that are recognised within the environmental sector.

In addition the SEPM may provide expertise in a related specific environmental discipline.

## **Accountabilities**

1. 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 flood and coastal erosion risk management projects.
2. Keep up to date on changing legislation / best practice internally and externally, to inform internal priorities and appropriate alignment.
3. Lead or participate in projects as part of a multi-disciplinary team, providing functional / specialist input to pro-actively manage environmental risk, and seek opportunities for efficiencies, partnership working and funding, socio-environmental improvements and sustainable outcomes.
4. Build and sustain effective relationships with operational customers and partners (such as FCRM Area teams, EA Fisheries, Biodiversity and Geomorphology, PCM project managers, EA suppliers) to understand issues and provide effective response / steer to manage risk and support project development and progression.
5. Ensure all reporting procedures are adhered to Environment Agency standards.
6. Update the NEAS Principal Environmental Project Manager and Team Leader on a regular basis (monthly summary report +/-or Project Service Plan/s) on progress, issues and their input to the projects they are working on.
7. Develop clear scopes for suppliers on the environmental aspects of projects (with assistance / guidance / support from other NEAS officers as required).
8. Ensure all reporting procedures are adhered to Environment Agency standards.

## **Top Capabilities**

- Achieves Results
- Communicates Effectively
- Environmental Awareness
- Programme and Project Management
- Legislative Knowledge
- Influence and Persuades Others

## **Educational Requirements**

Educated to degree level or equivalent, preferably in environmental science or a related subject.

## **Professional Qualifications Requirements**

Member of the Institute of Environmental Management and Assessment, or equivalent professional institute \*.

\* Desirable but not essential for suitably experienced candidates

### **Experience Requirements**

5-10 years relevant experience directly relating the completion of all stages of the EIA from project inception through appraisal and design, and ultimately to construction of new flood risk management assets.

Environmental assessment at an operational and strategic level.

Significant experience of high quality outcomes in projects and strategies.

A working knowledge of CEEQUAL version six is desirable.

Effective communication and influencing skills are required as well as an ability to work as a key adviser within, and to, project teams and within a NEAS team of dedicated landscape architects, heritage, SEA and EIA expert advisers who make an important contribution to the planning and delivery of our projects and programmes.

### **Essential Additional Information**

Work will be across a geographic region and so regular travel will be required.

Whilst the Agency's preferred policy is for public transport, some driving may be required and so a UK driving licence is desirable.



Framework: Client Support Framework  
Supplier: Mott Macdonald Limited  
Company Number: 01243967

Geographical Area:  
Project Name: Future Funding Wave 4 NW NEAS  
Project Number: [REDACTED]

Contract Type: Professional Service Contract  
Option: Option E

Contract Number: ecm\_58641

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA

Project Name Future Funding Wave 4 NW NEAS

Project Number [REDACTED]

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  
NW NEAS Scope Mott Dated 4th August 2020

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	<input type="checkbox"/> Option E	Option for resolving and avoiding disputes	<input type="checkbox"/> W2
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Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- 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 Bought in Service (post ref NW-NEAS-1-SEPM-G5-01, NW-1-NEAS-SLA-G5-01, NW-1-NEAS-EPM-G4-01) resource to support the EA's capital programme for 2020/21.

The Client is Environment Agency

Address for communications  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

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

The Service Manager is [REDACTED]

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

Address for electronic communications [REDACTED]

The Scope is in  
NW NEAS Scope Mott Dated 4th August 2020

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' 'none set' 'none set' key date 'none set' 'none set' '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 24 August 2020

The Client provides access to the following persons, places and things access EA offices EA systems to be advised 24 August 2020 access date

The Consultant submits revised programmes at intervals no longer than 4 weeks

The completion date for the whole of the service is 31 March 2021

The period after the Contract Date within which the Consultant is to submit a first programme for acceptance is 4 weeks

4 Quality management

The period after the Contract Date within which the Consultant is to submit a quality policy statement and quality plan is 4 weeks

The period between Completion of the whole of the service and the defects date is 26 weeks

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The expenses stated by the Client are as stated in Schedule 6.

The interest rate is 2.00% per annum (not less than 2) above the Base rate of the Bank of England

The locations for which the Consultant provides a charge for the cost of support people and office overhead are [REDACTED]

The exchange rates are those published in on

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordar
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 SERVICE OR TERMINATION
-------	-------------------	--

The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	£5 million in respect of each claim, without limit 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 Consultant) arising from or in connection with the Consultant Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£1 million

#### Resolving and avoiding disputes

The tribunal is		litigation in the courts
The Adjudicator is		'to be confirmed'
Address for communications		'to be confirmed'
Address for electronic communications		<a href="#">'to be confirmed'</a>
The Adjudicator nominating body is		The Institution of Civil Engineers

#### Z Clauses

##### Z1 Disputes

Delete existing clause W2.1

##### Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The service is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

##### Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of':

- Mistakes or delays caused by the Consultant's failure to follow standards in Scopes/quality plans.
- Reorganisation of the Consultant's project team.
- Additional costs or delays incurred due to Consultant's failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
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- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the Service Manager
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the Service Manager
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the Service Manager
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to Consultant performance.
- Costs associated with rectifications that are due to Consultant error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the Consultant's involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the Client issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

##### Z5 Secondments

When appointing Consultants on a secondment basis only:

Add clause 19

19.1 The Client will from starting date to Completion Date indemnify the Consultant against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the Consultant in providing the services save where such claims, in the reasonable opinion of the Client, arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the Consultant ;

or

19.1.2 The Consultant has acted contrary to the Service Manager's reasonable instructions or wholly outside the scope of the Consultant's duties as defined by the Service Manager .

##### Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

##### Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the Consultant under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

#### Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the Service Manager's certificate.

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the Service Manager has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

#### Z9 Conflict of Interest

The Consultant immediately notifies the Client of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the Consultant (including without limitation its reputation and standing) and/or the Client of which it is aware or which it anticipates may justify the Client taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the Client, the Client, in its sole discretion, may terminate this Contract.

#### Z10 Change in Control

The Consultant shall notify the Client as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a Consultant Change in Control and shall give further notice to the Client when any Change in Control has occurred. The Client may terminate this contract with immediate effect by notice in writing and without compensation to the Consultant within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the Client becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

#### Z11 Rate Increase Provision

Contracts with a duration of less than two years, which are extended over this duration by the Service Manager due to Client Scope increases, may apply a rate review as follows. The Consultant will charge the Client the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

#### Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

The delay damages for the remainder of the service are

OPTION X8: Undertakings to Others

The undertakings to Others are provided to

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

The minimum amount of insurance cover for claims made against the Consultant arising out of its failure to use skill and care normally used by professional providing information similar to the Project Information is, in respect of each claim

The period following Completion of the whole of the service or earlier termination for which the Consultant maintains insurance for claims made against it arising out of its failure to use the skill and care is

12 year(s)

OPTION X13: Performance Bond

The amount of the performance bond is

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(UK)1: Project Bank Account

The Consultant is to pay any bank charges made and to be paid any interest paid by the project bank

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 Mott Macdonald Limited

Address for communications  


Address for electronic communications  


The fee percentage is  


The key persons are

Name (1)   
Job Senior Environmental Project Manager  
Responsibilities NW-NEAS-1-SEPM-G5-01  
Qualifications See CV  
Experience See CV

The key persons are

Name (2)   
Job Senior Landscape architect  
Responsibilities NW-1-NEAS-SLA-G5-01  
Qualifications See CV  
Experience See CV

The key persons are

Name (3)   
Job Environmental Project Manager  
Responsibilities NW-1-NEAS-EPM-G4-01  
Qualifications See CV  
Experience See CV

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.

3 Time

The programme identified in the Contract Data is

[REDACTED]

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

## Contract Execution

### *Client execution*

Signed under hand by

for and on behalf of the Environment Agency



### *Consultant execution*

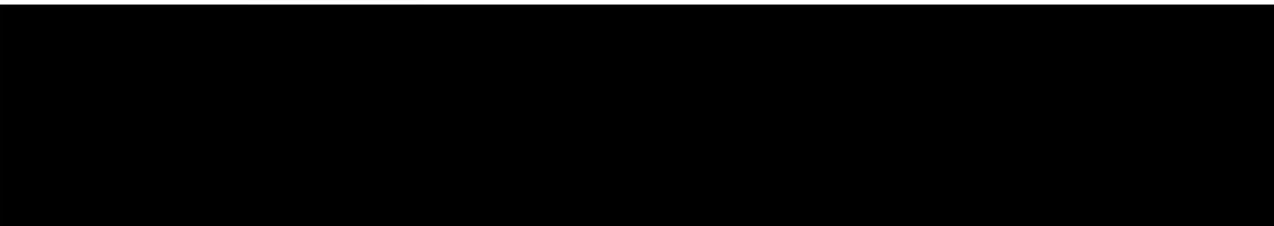
### *Consultant execution*

Signed under hand by



for and on behalf of

Mott Macdonald Limited



# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave 4 NW NEAS Advisors
Project SOP reference	██████████
Contract reference (Bravo)	ecm_58641
Date	4 <sup>th</sup> August 2020
Version number	V1.0
Author	████████████████████

## Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
04/08/2020	NW NEAS specific details	1.0

customer service line  
03708 506 506

[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

incident hotline  
0800 80 70 60

floodline  
0845 988 1188

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of Project Managers and a Landscape Architect to work as part of the *Client's* NEAS team.

### Outcome Specification

2. General Outline:
  - a) The secondment of Project Managers and a Landscape Architect ("*Consultant*") to act in accordance with Role Profile references NEAS SEPM, NEAS SLA & NEAS EPM 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	
NW-NEAS-1-SEPM-G5-01	Senior Environmental Project Manager	
NW-1-NEAS-SLA-G5-01	Senior Landscape architect	
NW-1-NEAS-EPM-G4-01	Environmental Project Manager	

- b) The *Consultant* may be based in a number of EA offices as appropriate, including but not limited to [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The 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 references NEAS SEPM, NEAS SLA & NEAS EPM

3. The *services* specifically excludes the following:

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

4. Site Information already available:

a) The *Consultant* will be allocated projects according to need from the IDT programme 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.

5. Specifications of standards to be used

a) Role Profile references NEAS SEPM, NEAS SLA & NEAS EPM

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

a) The *Consultant* is to be based [REDACTED] hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices 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.

d) The *Consultant* shall not work more than [REDACTED] 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.

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.

7. Requirements of the programme

a) Secondments will be from 24<sup>th</sup> August 2020 to 31<sup>st</sup> March 2021.

b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31<sup>st</sup> March 2021.

8. 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 :

Role Reference	
NW-NEAS-1-SEPM-G5-01	
NW-1-NEAS-SLA-G5-01	
NW-1-NEAS-EPM-G4-01	

c) Systems access to include: [REDACTED]

## **ROLE Profile**

### **Senior Environmental Project Manager – Bought in Service Job Role Profile National Environmental Assessment & Sustainability (NEAS) Environment Agency**

**Reports To:** NEAS Team Leader

**NEAS Benchmark Job:** Senior Environmental Project Manager (Grade 5)

#### **Job Purpose**

The role project manages the assessment of environmental risks and opportunities of Environment Agency (EA) projects and strategies. Providing expert advice on Strategic Environmental Assessment (SEA) and Environmental Impact Assessment (EIA) processes and wider sustainability issues to ensure projects and programmes meet wider Environment Agency policies, objectives and legal compliance whilst remaining compliant with our agreed ways of working.

#### **Role Description**

The Senior Environmental Project Manager (SEPM) will project manage the assessment of environmental risk and opportunities of Environment Agency (EA) projects at an appropriate level.

The SEPM acts as an intelligent client for the EA in assuring the quality of environmental products and ensuring they are fit-for-purpose. The role also requires you the SEPM to ensure that socio-environmental and sustainability elements are given sufficient consideration by project teams in the appraisal of schemes and their options, and in the development of project business cases.

The SEPM provides advice on the Environmental Impact Assessment (EIA) processes, relating to / supporting assessments as required (such as Habitats Regulations, WFD), and on wider sustainability issues to ensure compliance with appropriate legislation and EA policies. If / where required, the SEPM provides advice on Strategic Environmental Assessment (SEA) of EA strategies (usually related to flood risk).

The SEPM should be a champion of the environment and seek to influence the selection and development of sustainable scheme options, the delivery of socio-environmental outcomes, and take a lead role in engagement with project environmental stakeholders (internal and external to the EA).

The SEPM ensures all work carried out by or for NEAS meets national standards that are recognised within the environmental sector.

In addition the SEPM may provide expertise in a related specific environmental discipline.

#### **Accountabilities**

1. 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 flood and coastal erosion risk management projects.
2. Keep up to date on changing legislation / best practice internally and externally, to inform internal priorities and appropriate alignment.
3. Lead or participate in projects as part of a multi-disciplinary team, providing functional / specialist input to pro-actively manage environmental risk, and seek opportunities for efficiencies, partnership working and funding, socio-environmental improvements and sustainable outcomes.
4. Build and sustain effective relationships with operational customers and partners (such as FCRM Area teams, EA Fisheries, Biodiversity and Geomorphology, PCM project managers, EA suppliers) to understand issues and provide effective response / steer to manage risk and support project development and progression.
5. Ensure all reporting procedures are adhered to Environment Agency standards.
6. Update the NEAS Principal Environmental Project Manager and Team Leader on a regular basis (monthly summary report +/-or Project Service Plan/s) on progress, issues and their input to the projects they are working on.
7. Develop clear scopes for suppliers on the environmental aspects of projects (with assistance / guidance / support from other NEAS officers as required).
8. Ensure all reporting procedures are adhered to Environment Agency standards.

### **Top Capabilities**

- Achieves Results
- Communicates Effectively
- Environmental Awareness
- Programme and Project Management
- Legislative Knowledge
- Influence and Persuades Others

### **Educational Requirements**

Educated to degree level or equivalent, preferably in environmental science or a related subject.

### **Professional Qualifications Requirements**

Member of the Institute of Environmental Management and Assessment, or equivalent professional institute \*.

\* Desirable but not essential for suitably experienced candidates

### **Experience Requirements**

5-10 years relevant experience directly relating the completion of all stages of the EIA from project inception through appraisal and design, and ultimately to construction of new flood risk management assets.

Environmental assessment at an operational and strategic level.

Significant experience of high quality outcomes in projects and strategies.

A working knowledge of CEEQUAL version six is desirable.

Effective communication and influencing skills are required as well as an ability to work as a key adviser within, and to, project teams and within a NEAS team of dedicated landscape architects, heritage, SEA and EIA expert advisers who make an important contribution to the planning and delivery of our projects and programmes.

### **Essential Additional Information**

Work will be across a geographic region and so regular travel will be required.

Whilst the Agency's preferred policy is for public transport, some driving may be required and so a UK driving licence is desirable.

## **ROLE Profile**

### **Senior Landscape Architect – Bought in Service Job Role Profile National Environmental Assessment & Sustainability (NEAS) Environment Agency**

**Reports To:** NEAS Team Leader

**NEAS Benchmark Job:** Senior Landscape Architect (Grade 5)

#### **Job Purpose**

This role provides the landscape architecture support to enable delivery of Environment Agency river and coastal flood risk projects and strategies, which meet national standards. In addition the post holder will provide expert advice on environmental and sustainability issues to clients to ensure projects and programmes meet wider Environment Agency objectives and are compliant with our agreed ways of working.

#### **Role Description**

The consultancy advice supplied will ensure we take full account of our landscape duties and Corporate Plan requirements, including out carbon targets, when appraising, designing and constructing our schemes.

The role is to provide advice to project teams developing capital schemes and strategies, primarily to manage flood risk. This will include in being proactively involved in defining the scope and input to procurement and bid evaluation and quality assuring landscape and environmental design consultancy work. The “Bought in Service” (BIS) consultant will form a key member of a wider “virtual team” of landscape architects in other NEAS teams based elsewhere in England.

Your advice will help manage landscape risks to projects, identify opportunities and deliver innovative, cost-effective environmental outcomes to major civil engineering infrastructure projects.

Applicants should have a good knowledge and experience of strategic and landscape scale planning, green infrastructure, strategic approaches for developing multiple outcomes, landscape design and a thorough understanding of the requirements progressing to the preparation of landscape contract documentation and administration.

You will need to have effective communication and influencing skills and be able to work as a key adviser to project teams. You will work within a team of dedicated landscape architects, heritage, SEA and EIA expert advisers.

The consultant will be expected to support landscape visioning work in the north working closely with the NEAS Landscape Visioning Lead and the local Senior Landscape Architects.

## **Accountabilities**

1. 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 flood and coastal erosion risk management projects.
2. Keep up to date on changing legislation / best practice internally and externally, to inform internal priorities and appropriate alignment.
3. Lead or participate in projects as part of a multi-disciplinary team, providing functional / specialist input to pro-actively manage environmental risk, and seek opportunities for efficiencies, partnership working and funding, socio-environmental improvements and sustainable outcomes.
4. Build and sustain effective relationships with operational customers and partners (such as FCRM Area teams, EA Fisheries, Biodiversity and Geomorphology, PCM project managers, EA suppliers) to understand issues and provide effective response / steer to manage risk and support project development and progression.
5. Ensure all reporting procedures are adhered to Environment Agency standards.
6. Update the NEAS Senior Landscape Architect / Principal Landscape Architect and Team Leader on a regular basis (monthly summary report +/-or Project Service Plan/s) on progress, issues and their input to the projects they are working on.

## **Top Capabilities**

- Achieves Results
- Legislative Knowledge
- Environmental Awareness
- Focuses on efficiency, innovation and quality

## **Educational Requirements**

Educated at least to degree and graduate level (or equivalent) in a relevant discipline.

## **Professional Qualifications Requirements**

Chartered Member of the Landscape Institute with a minimum of six years post CMLI experience.

## **Experience Requirements**

The BIS consultant should have sound knowledge and experience of landscape planning, design and construction, green infrastructure, and of strategic landscape approaches for developing and delivering multiple environmental and social benefits

Effective communication and influencing skills are required as well as an ability to work as a key adviser within, and to, project teams and within a NEAS team of dedicated landscape architects, heritage, SEA and EIA expert advisers who make an important contribution to the planning and delivery of our projects and programmes.

## **Essential Additional Information**

Work will be across a geographic region and so regular travel will be required.

Whilst the Agency's preferred policy is for public transport, some driving may be required and so a UK driving licence is desirable.

## **ROLE Profile**

### **Environmental Project Manager – Bought in Service Job Role Profile National Environmental Assessment & Sustainability (NEAS) Environment Agency**

**Reports To:** NEAS Team Leader

**NEAS Benchmark Job:** Environmental Project Manager (Grade 4)

#### **Job Purpose**

The role project manages the assessment of environmental risks and opportunities of Environment Agency (EA) projects and strategies. Providing expert advice on Environmental Impact Assessment (EIA) processes and wider sustainability issues to ensure projects and programmes meet wider Environment Agency policies, objectives and legal compliance whilst remaining compliant with our agreed ways of working.

#### **Role Description**

The Environmental Project Manager (EPM) will project manage the assessment of environmental risk and opportunities of EA projects at an appropriate level.

The EPM acts as an intelligent client for the EA in assuring the quality of environmental products and ensuring they are fit-for-purpose. The role also requires you the EPM to ensure that socio-environmental and sustainability elements are given sufficient consideration by project teams in the appraisal of schemes and their options, and in the development of project business cases.

The EPM provides advice on the EIA processes, relating to / supporting assessments as required (i.e. Habitats Regulations, WFD), and on wider sustainability issues to ensure compliance with appropriate legislation and EA policies.

The EPM should be a champion of the environment and seek to influence the selection and development of sustainable scheme options, the delivery of socio-environmental outcomes, and take a lead role in engagement with project environmental stakeholders (internal and external to the EA).

The EPM ensures all work carried out by or for NEAS meets national standards that are recognised within the environmental sector.

#### **Accountabilities**

1. Provide technical 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 flood and coastal erosion risk management projects.
2. Keep up to date on changing legislation / best practice internally and externally, to inform internal priorities and appropriate alignment.
3. Participate in projects as part of a multi-disciplinary team, providing functional / specialist input to pro-actively manage environmental risk, and seek opportunities for

efficiencies, partnership working and funding, socio-environmental improvements and sustainable outcomes.

4. Build and sustain effective relationships with operational customers and partners (such as FCRM Area teams, EA Fisheries, Biodiversity and Geomorphology, PCM project managers, EA suppliers) to understand issues and provide effective response / steer to manage risk and support project development and progression.

5. Ensure all reporting procedures are adhered to Environment Agency standards.

6. Update the NEAS Principal and Senior Environmental Project Manager and Team Leader on a regular basis (monthly summary report +/- Project Service Plan/s) on progress, issues and their input to the projects they are working on.

7. Develop clear scopes for suppliers on the environmental aspects of projects (with assistance / guidance / support from other NEAS officers as required).

8. Ensure all reporting procedures are adhered to Environment Agency standards.

### **Top Capabilities**

- Achieves Results
- Communicates Effectively
- Environmental Awareness
- Programme and Project Management
- Legislative Knowledge

### **Educational Requirements**

Educated to degree level or equivalent, preferably in environmental science or a related subject.

### **Professional Qualifications Requirements**

Graduate or Associate Member of the Institute of Environmental Management and Assessment, or equivalent professional institute \*.

\* Desirable but not essential for suitably experienced candidates

### **Experience Requirements**

1-5 years relevant experience preferably in all stages of the EIA, from project inception through appraisal and design, and ideally to construction of new flood risk management assets.

Environmental assessment at an operational level.

Experience of high quality outcomes in projects.

A working knowledge of CEEQUAL version six is desirable.

Effective communication and influencing skills are required as well as an ability to work as a key adviser within, and to, project teams and within a NEAS team of

dedicated landscape architects, heritage, SEA and EIA expert advisers who make an important contribution to the planning and delivery of our projects and programmes.

**Essential Additional Information**

Work will be across a geographic region and so regular travel will be required.

Whilst the Agency's preferred policy is for public transport, some driving may be required and so a UK driving licence is desirable.



Framework: Client Support Framework  
Supplier: Mott Macdonald Limited  
Company Number: 01243967

Geographical Area: National  
Project Name: Future Funding Wave 4 ANG MEI CA Senior Advisor  
Project Number: [REDACTED]

Contract Type: Professional Service Contract  
Option: Option E

Contract Number: ecm\_58606

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA

Project Name Future Funding Wave 4 ANG MEICA Senior Advisor

Project Number [REDACTED]

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  
ANG MEICA Scope MottM Dated 4th August 2020

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
- 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 Bought in Service AP Advisor Grade 5 (post ref LNA-1-AP-G5A-01) resource to support the EA's capital programme for 2020/21.

The Client is Environment Agency

Address for communications  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

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

The Service Manager is [REDACTED]

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

Address for electronic communications [REDACTED]

The Scope is in  
ANG MEICA Scope MottM Dated 4th August 2020

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 key date  
 'none set' 'none set'  
 'none set' 'none set'  
 'none set' '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 10 August 2020

The Client provides access to the following persons, places and things access access date  
 EA offices to be advised  
 EA systems 10 August 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 on

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with the Health and Safety Executive guidance
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

1. 'not used'
2. 'not used'
3. 'not used'

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

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION

The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	£5 million in respect of each claim, without limit to the number of claims	6 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Consultant) arising from or in connection with the Consultant Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£5 million

Resolving and avoiding disputes

The tribunal is	litigation in the courts
The Adjudicator is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	<a href="#">'to be confirmed'</a>
The Adjudicator nominating body is	The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replace with:

The service is affected by any of the following events

- War, civil war, rebellion, revolution, insurrection, military or usurped power;
- Strikes, riots and civil commotion not confined to the employees of the Consultant and sub consultants,
- Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel,
- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
- Fire and explosion,
- Impact by aircraft or other aerial device or thing dropped from them.

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).

Add the following additional bullets after 'and the cost of ' :

- Mistakes or delays caused by the Consultant's failure to follow standards in Scopes/quality plans.
- Reorganisation of the Consultant's project team.
- Additional costs or delays incurred due to Consultant's failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the Service Manager
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the Service Manager
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the Service Manager
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to Consultant performance.
- Costs associated with rectifications that are due to Consultant error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the Consultant's involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the Client issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

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 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

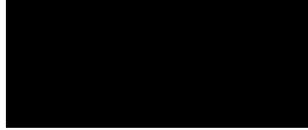
Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

### 1 General

The Consultant is  
Name and company number

Mott Macdonald Limited

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

Senior MEICA Advisor  
Ang-5-MEICA-SE-G6-01

The key persons are

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

Senior MEICA Advisor  
Ang-5-MEICA-SE-G6-02

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.

3 Time

The programme identified in the Contract Data is

[REDACTED]

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

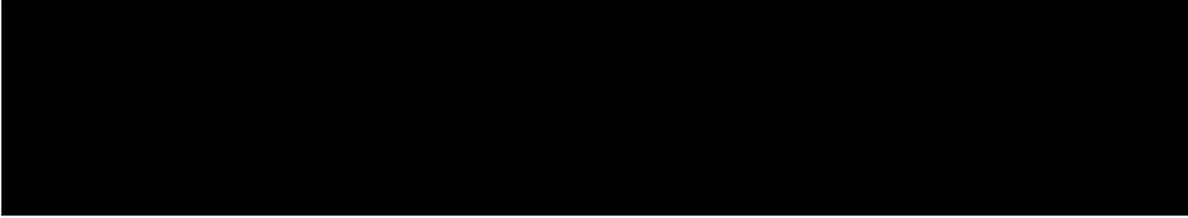
[REDACTED]

# Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



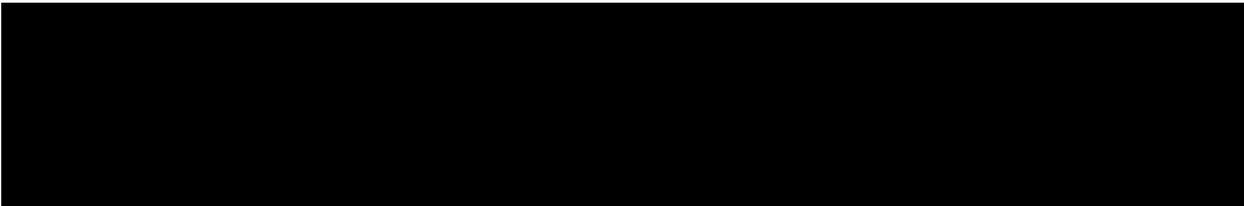
Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

Mott Macdonald Limited



# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave 4 Anglian MEICA
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Ecm_58606
Date	4 <sup>th</sup> August 2020
Version number	V1.0
Author	[REDACTED]

## Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
04/08/2020	Anglian MEICA specific details	1.0

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of MEICA Senior Advisors to work as part of the *Client's* Recovery team.

### Outcome Specification

2. General Outline:
  - a) The secondment of MEICA Senior Advisors ("*Consultant*") to act in accordance with Role Profile reference Senior MEICA G6 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	
Ang-5-MEICA-SE-G6-01	MEICA Senior Advisor	G4AP	
Ang-5-MEICA-SE-G6-02	MEICA Senior Advisor	G5PSO	

- b) The *Consultant* may be based in a number of EA offices as appropriate, including [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The 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 MEICA Senior Advisor
3. The *services* specifically excludes the following:
    - a) Project Executive accountability.
    - b) Internal *Client* financial approvals.
  4. Site Information already available:
    - a) The *Consultant* will be allocated projects according to need from the IDT programme 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.

5. Specifications of standards to be used

- a) Role Profile reference MEICA Senior Advisor

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

- a) The *Consultant* is to be based [REDACTED] hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices 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.
- d) The *Consultant* shall not work more than [REDACTED] 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.
- 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.

7. Requirements of the programme

- a) Secondments will be from 10<sup>th</sup> August 2020 to 31<sup>st</sup> March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31<sup>st</sup> March 2021.

8. 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 post will report to :

Role Reference	
Ang-5-MEICA-SE-G6-01	

c) Systems access to include:

## ROLE Profile

# Electrical or Mechanical Engineer / Senior Advisor

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Post Type  
Temporary

Working Pattern  
Full Time

### Job description

A Mechanical, Electrical, Instrumentation, Control and Automation (MEICA) Senior Engineer will have a relevant Electrical/Mechanical engineering qualification and professional registration in order to assure MEICA whole life asset management activity across the business. This includes the technical assurance, statutory compliance, carbon reduction and capital delivery projects. The asset portfolios served include water resources, flood risk, navigation and air quality monitoring. The role includes, providing electrical/mechanical engineering technical leadership and acting as the Senior Authorised Person for engineering matters across the area. A key activity is the risk based MEICA assurance of the business's Strategically Important Asset stock.

Providing design/technical advice ensuring compliance and staff competence across the area, together with electrical/mechanical statutory legislation for British and European standards are met for the Environment Agency's codes of practices, procedures and related guidance.

Assuring the technical capability of staff and identifying areas of technical development for the Agency. You will help to plan and deliver crucial assets, flood protection to homes, businesses and the environment; which will have an increasingly important role as we face the challenge of global climate change. Following our recent ISO55001 Asset Management accreditation, you will be working to develop a world class asset management organisation.

### The team

As part of the MEICA Team you will report to the area MEICA Team Leader, acting as technical leader on MEICA activity and will participate in our response to flood incidents. You will provide technical, electrical support and be responsible for liaising with business partners and leading on actions on behalf of the area MEICA Team Leader and Operations Managers.

### Experience/skills required

- Assurance of detailed design of complex MEICA structure.
- Ability to drive resilience, reliability, innovation, efficiency and quality into design.
- Supervision and testing of MEICA process installations including site work.
- Manage whole life H&S and carbon emission issues.
- Knowledge of MEICA statutory legislation, British and European standards.
- Experience leading safety/technical investigations, identifying/disseminating learning to bring about improvements in mechanical/electrical and behavioural safety.
- Knowledge of Asset Management/computer systems including computerised maintenance management systems (CMMS).
- Educated to BEng in Electrical/Mechanical Engineering.
- Influencing to persuade and bring others with you.
- Technical Leadership
- CDM 2015 and health and safety legislation.

- Experience in development and reviewing of technical standards.
- Knowledge of BIM.
- Demonstrated experience operating as the Subject Matter Expert in Electrical/Mechanical Engineering.
- Experience in the Electrical/Mechanical role of Authorising Engineer including assurance of HV/LOLER/PSSR/LEV/PUWER capability and management systems.

You will be a professionally recognised electrical engineer holding Chartered status with the IMechE or IET.

Contact and additional information

Chartered MEICA engineer registered with the Institution of Engineering and Technology (IET) or the Institution of Mechanical Engineers (IMechE).

Travel across the area and occasionally across the country is required

Level of security checks required

Basic Check

Role specific license requirements, A full UK driving licence is essential.

Role specific professional membership requirements

Registered with the Institution of Engineering and Technology (IET) and the Institution of Mechanical Engineers (IMechE) as a Chartered member.