



**Framework:**  
**Supplier:**  
**Company Number:**

**Client Support Framework**  
**Mott Macdonald Limited**  
**01243967**

**Geographical Area:**  
**Project Name:**  
**Project Number:**

**National**  
**NAT - CSF Lot 2 - Framework Manager**  
**[REDACTED]**

**Contract Type:**  
**Option:**

**Professional Service Contract**  
**Option E**

**Contract Number:**

**\_32960**

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA

Project Name	NAT - CSF Lot 2 - Framework Manager
Project Number	1003643
	<p>This contract is made on 21 May 2021 between the <i>Client</i> and the <i>Consultant</i></p> <ul style="list-style-type: none"><li>This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the <i>Client</i> and the <i>Consultant</i> in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference</li><li>Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.</li><li>The following documents are incorporated into this contract by reference<ul style="list-style-type: none"><li>_32960 CSF Lot 2 PSC Option E pricing Data part 2</li></ul></li></ul>

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
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Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X18: Limitation of liability
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *service* is Supply of a framework manager to work as part of the EA's Portfolio Assurance team.

The *Client* is Environment Agency

Address for communications

Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications

[Redacted]

The *Service Manager* is

[Redacted]

Address for communications

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

Address for electronic communications

[Redacted]

The Scope is in  
\_32960 CSF Lot 2 Scope - PAO Framework Manager

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  
insert details  
insert details  
insert details  
insert details

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' *key date*  
'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 24 May 2021

The *Client* provides access to the following persons, places and things  
access *access date*  
EA office equipment and services contract starting date  
EA systems and drives contract starting date

insert If more than 5 areas are required add these

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

The *completion date* for the whole of the *service* is 01 October 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 All UK Offices

The *exchange rates* are those published in insert details on insert date

6 Compensation events

These are additional compensation events

- 1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time. between 1st April 2021 and 30th June 2021
- 2. 'not used'

- 3. 'not used'
- 4. 'not used'
- 5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	12 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) <i>arising</i> from or in connection with the <i>Consultant</i> Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to	£1 million	

Resolving and avoiding disputes

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

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.  
Delete the text of clause 60.1(12) and replace with:  
The *service* is affected by any of the following events

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:  
(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).  
Add the following additional bullets after 'and the cost of ' :

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

**Z6 The Schedule of Cost Components**

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

**Z7 Linked contracts**

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

**Z8 Requirement for Invoice**

Insert the following sentence at the end of clause 51.1:  
The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager*'s certificate.  
Delete existing clause 51.2 and insert the following:

- 51.2 Each certified payment is made by the later of
- one week after the paying Party receives an invoice from the other Party and
  - three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.
- If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

**Z9 Conflict of Interest**

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

**Z10 Change in Control**

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

**Z11 Rate Increase Provision**

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

**Z12 Waiver**

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2 weeks

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	<i>beneficiary</i>
not used	not used
not used	not used
not used	not used
not used	not used

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	Mott Macdonald House 8-10 Sydenham Road Croydon Surrey CR0 2EE

Address for electronic communications	
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The <i>fee percentage</i> is	Option E	
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The *key persons* are

Name (1)	
Job	
Responsibilities	PAO Framework Manager
Qualifications	
Experience	

The *key persons* are

Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	

The *key persons* are

Name (3)	insert name
Job	insert job
Responsibilities	insert responsibilities
Qualifications	insert qualifications
Experience	insert experience

The *key persons* are

Name (4)	insert name
Job	insert job
Responsibilities	insert responsibilities
Qualifications	insert qualifications
Experience	insert experience

The *key persons* are

Name (5)	insert name
Job	insert job
Responsibilities	insert responsibilities
Qualifications	insert qualifications
Experience	insert experience

The *key persons* are

Name (6)	insert name
Job	insert job
Responsibilities	insert responsibilities
Qualifications	insert qualifications
Experience	insert experience

The *key persons* are

Name (7)	insert name
Job	insert job
Responsibilities	insert responsibilities
Qualifications	insert qualifications
Experience	insert experience

The following matters will be included in the Early Warning Register

- insert details
- insert details
- insert details
- insert details
- insert details
- insert details
- insert details

3 Time

The programme identified in the Contract Data is

insert details

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

- Name (1) [redacted]  
Address for communications  
[redacted]  
[redacted]  
[redacted]  
[redacted]  
insert address  
insert address  
Address for electronic communications  
[redacted]
- Name (2) [redacted]  
Address for communications  
[redacted]  
[redacted]  
[redacted]  
[redacted]  
insert address  
insert address  
Address for electronic communications  
[redacted]

X10: Information Modelling

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

insert details



Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

Signature

Role

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of Mott Macdonald Limited

Signature

Role



# Contract Documents

## NEC4 – PSC - Option E

## Pricing Data Part Two

**Contract No: \_32960 NAT - CSF Lot 2 - PAO Framework Manager**

**Supplier Name:**  
**CSF Lot 2**

**Mott MacDonald Ltd**  
**Issue 2: May 2021**

**CSF individuals to be utilised on this contract.**

Name	Job Title / Designation	Grade	Hourly Rate £s (C rate)	Forecast number of Hours	Hourly Rate £s (N rate)	Forecast number of Hours	Sub-total £s	Fee %	Sub-total including the Fee £s	Expenses to be included within the Defined Cost £s	Total £s
██████████	PAO Framework Manager	█	████	████			██████	██████	██████	0.00	██████
										0.00	0.00
										0.00	0.00
										0.00	0.00
								forecast of the total Defined Cost plus the Fee £s		66,975.68	



<b>Contract Documents</b>	<b>Pricing Data Part Two</b>
<b>NEC4 – PSC - Option E</b>	

Contract No: \_32960 NAT - CSF Lot 2 - PAO Framework Manager

Supplier Name: Mott MacDonald Ltd  
CSF Lot 2 Issue 2: May 2021

*Expenses applicable on this contract.*

Name	Job Title / Designation	Grade	Expense Item (Consultant to state any applicable)	Expense Amount / Rate £s	Forecast quantity	Forecast Expenses £s
	PAO Framework Manager		TBC - following the ease of Covid restrictions			
				forecast of the total Expenses £s		0.00

# Environment Agency

## NEC4 professional services contract (PSC)

### Scope

#### Project / contract Information

Project name	Framework Manager
Project SOP reference	██████
Contract reference (Bravo)	_32960
Date	26 <sup>th</sup> March 2021
Version number	V2.0
Author	████████

#### Revision history

Revision date	Summary of changes	Version number
26 March 2021	Draft	V1.0
27 April 2021	Issued	V2.0

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of a Framework Manager to work as part of the Portfolio Assurance team.

### Outcome Specification

2. General Outline:

- a) The secondment of a Framework Manager ("*Consultant*") to act in accordance with Role Profile appended to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.

Role Title	Role Profile Reference Number	Reporting To (Role)	Office Location
Framework Manager	██████	Portfolio Assurance Operational Framework Manager	T.B.A.

- b) The *Consultant* may be based in a number of Environment Agency offices as appropriate. 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.

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/frameworks according to need from the Portfolio Assurance Team programme and any additions to it. These projects may either be stand alone or be part of a sub-programme of projects being delivered together.

5. Specifications of standards to be used

- a) Role Profile as appended.

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

Framework Manager – cover support



## **ROLE Profile**

### **Framework Manager – Portfolio Assurance EA Grade**

#### **Job Purpose**

To manage a number of our Framework Contracts and be a key contact for our own staff, strategic delivery partners and others using this delivery vehicle. To be the recognised authority giving sound advice on Framework interpretation and actively promoting its take up by other Risk Management Authorities. To assist the business to ensure teams get the maximum benefit from these arrangements. To support the Operational Framework Management Team through programme management of services provided by the team and framework obligation requirements on the EA and Partners.

The Portfolio Assurance Team provides direct support and advice to Operations Asset & Programme Management Business. The Contract Assurance & Framework Management Team is responsible for the Commercial and Framework expertise and advice provided by Portfolio Assurance.

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

- In-depth knowledge and experience of project and programme delivery using NEC 3 or 4 contracts for government or large commercial organisations.
- Significant experience of commercial and/or contract management in delivery. Familiar with the use of Frameworks. Ability to draw on significant and direct experience of working in multifunctional delivery teams.
- Focus on efficiency, and an experienced team player, to enhance our Framework Management team.
- An engaging and credible communicator used to advising colleagues, managing change and influencing senior figures.
- Your previous experience will mean that suppliers and potential Framework users alike will look to you as a natural subject matter expert.

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

- Educational experience is required in an engineering or similar science background or customer related field.
- Has achieved a specific professional qualification or membership of a professional body

#### **Expectations for this role**

- 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.
- 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