



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

Geographical Area: National
Project Name: Future Funding Wave 3 Carbon Specialist Grade 6
Project Number: ENV6001924R

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58508

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name Future Funding Wave 3 Carbon Specialist Grade 6

Project Number ENV6001924R

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
BTCS Scope MottMac Dated 21st July 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 Carbon Specialist Grade 6 of Bought in Service (post ref BT-CS-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

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
BTCS Scope MottMac Dated 21st July 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' 'none set' 'none set' key date

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 EA offices EA systems to be advised 10 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		£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		'to be confirmed'
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 result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z5 Secondments

When appointing Consultants on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION 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
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Address for electronic communications
[Redacted]

The fee percentage is
[Redacted]

The key persons are

Name (1)	[Redacted]
Job	Carbon Specialist
Responsibilities	BT-CS-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

[REDACTED]

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]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]
Address for communications

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

Address for electronic communications

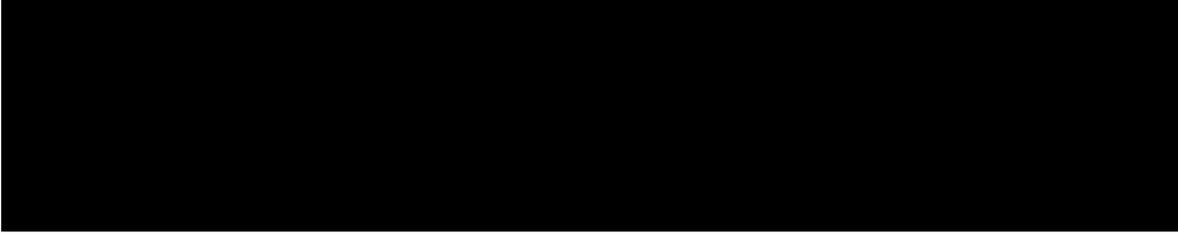
[REDACTED]

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



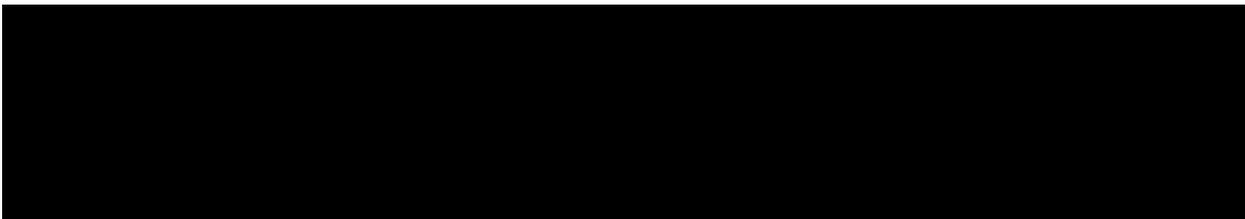
Consultant execution

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 3 Carbon Specialist
Project SOP reference	ENV6001924R
Contract reference (Bravo)	Ecm_58508
Date	21 st July 2020
Version number	V1.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
21/07/2020	CS specific details	1.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of a Carbon Specialist to work as part of the *Client's* Carbon Management Team.

Outcome Specification

2. General Outline:
 - a) The secondment of a Carbon Specialist ("*Consultant*") to act in accordance with Role Profile reference G6CIBA attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.
 - b) The *Consultant* may be based in a number of offices as appropriate, 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 G6CIBA
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 Carbon Management 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 G6CIBA
6. Constraints on how the *Consultant* provides the *services*
 - a) The *Consultant* is to be based [REDACTED] 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] 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 10th August 2020 to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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 [REDACTED].
- c) Systems access to include: [REDACTED]

ROLE Profile

Commercial Intelligence and Benchmarking Analyst – Assurance

EA Grade 6

Job Purpose

Provide specialist assurance support and contribute to the Commercial Intelligence and Benchmarking team through the development/assurance of our cost and carbon databases, processes, guidance and commercial intelligence.

Duties to include:

- Oversee and provide assurance programme on cost and carbon data
- Oversee and provide assurance on cost/carbon processes and guidance
- Provide key intelligence to influence/ support PCM PMs and other key networks
- Providing whole life carbon (inc sequestration) assurance for the FCRM Net Zero Carbon Programme
- Assist with the alignment of cost and carbon data into one database where required
- Set the quality assurance of carbon actuals and estimating system data
- Support production of strategic carbon intelligence reports
- Develop and improve the cost and carbon service
- Providing assurance for the FCRM Net Zero Carbon Programme and benefits realisation
- Support NZC reporting – reflections on performance
- Capture learning from trials/ pilots/ case studies for NZC programme

Representative Accountabilities

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

Typical Skills, Knowledge and Experience

- Oversee and provide assurance programme on cost and carbon data
- Oversee and provide assurance on cost/carbon processes and guidance
- Provide key intelligence to influence/ support PCM PMs and other key networks
- Providing whole life carbon (inc sequestration) assurance for the FCRM Net Zero Carbon Programme
- Assist with the alignment of cost and carbon data into one database where required

- Set the quality assurance of carbon actuals and estimating system data
- Support production of strategic carbon intelligence reports
- Develop and improve the cost and carbon service
- Providing assurance for the FCRM Net Zero Carbon Programme and benefits realisation
- Support NZC reporting – reflections on performance
- Capture learning from trials/ pilots/ case studies for NZC programme

Education, Professional Qualifications Requirements

- RICS or IEMA professionally qualified

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: National
Project Name: Future Funding Wave 3 Commercial Services Manager Grade
Project Number: 10003643

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58509

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name Future Funding Wave 3 Commercial Services Manager Grade 6

Project Number 10003643

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
CSM Scope MottMac Dated 21st July 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
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- Z: Additional conditions of contract

The service is Supply of Commercial Services Manager Grade 6 of Bought in Service (post ref BT-CSM-01) resource to support the EA's capital programme for 2020/21.

The Client is Environment Agency

Address for communications
Horizon House
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BS1 5AH

Address for electronic communications enquiries@environment-agency.gov.uk

The Service Manager is [REDACTED]

Address for communications Environment Agency

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The Scope is in
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The language of the contract is English

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the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for reply is 2 weeks

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

The following matters will be included in the Early Warning Register

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The key dates and conditions to be met are condition to be met key date
 'none set' 'none set'
 'none set' 'none set'
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The Consultant prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than 4 weeks

3 Time

The starting date is 20 July 2020

The Client provides access to the following persons, places and things access access date
 EA offices to be advised
 EA systems 20 July 2020

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

The completion date for the whole of the service is 30 April 2022

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

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The currency of the contract is the £ sterling

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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]

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The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	E5 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		E5 million

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The service is affected by any of the following events

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- 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 ' :

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- 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
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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
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Address for electronic communications
[Redacted]

The fee percentage is
[Redacted]

The key persons are

Name (1) [Redacted]
Job Commercial Services Manager
Responsibilities BT-CSM-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

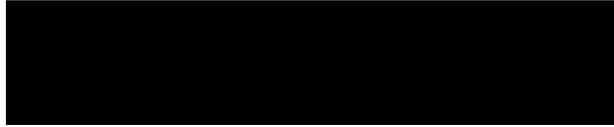
Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (7)
Job
Responsibilities
Qualifications

Experience

The following matters will be included in the Early Warning Register



3 Time

The programme identified in the Contract Data is



Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) [Redacted]
Address for communications
Mott MacDonald



Address for electronic communications



Name (2) [Redacted]
Address for communications
Mott MacDonald



Address for electronic communications

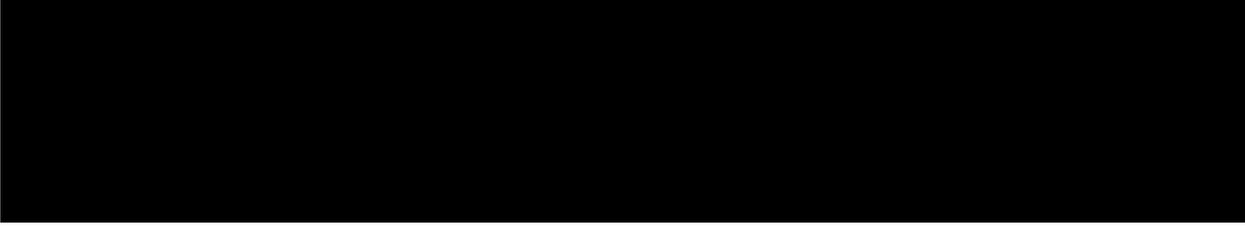


Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



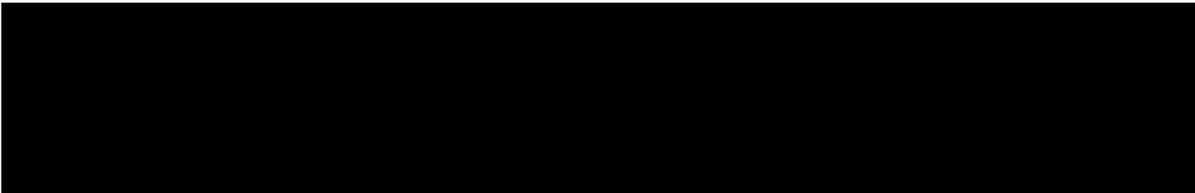
Consultant execution

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 3 Commercial Services Manager
Project SOP reference	10003643
Contract reference (Bravo)	Ecm_58509
Date	21 st July 2020
Version number	V1.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
21/07/2020	CSM specific details	1.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of a Commercial Services Manager to work as part of the *Client's* Portfolio Assurance Team.

Outcome Specification

2. General Outline:
 - a) The secondment of a Commercial Services Manager ("*Consultant*") to act in accordance with Role Profile reference G6CSM attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.
 - b) The *Consultant* may be based in a number of offices as appropriate, including but not limited to the EA office in [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 G6CSM
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 *Client's* Portfolio Assurance team 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 G6CSM
6. Constraints on how the *Consultant* provides the *services*
 - a) The *Consultant* is to be based [REDACTED] 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] 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 20th July 2020 to 30th April 2022.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 30^h April 2022.

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 [REDACTED].
- c) Systems access to include: [REDACTED]

ROLE Profile

Commercial Services Manager – Portfolio Assurance EA Grade 6

Job Purpose

The Commercial Services Manager role within the Portfolio Assurance (PA) team undertakes a range of important tasks on behalf of the Environment Agency, including the introduction and implementation of new framework agreement(s), operation and administration of those and existing frameworks, supplier relationship management and development, management of contractors and contractor forums, commercial advice and assurance, including dispute resolution, to operational teams, specialist cost management advice, engagement with key stakeholders such as government (cabinet office/ treasury), professional and industry bodies and commercial training.

Typical Skills, Knowledge and Experience

- Assessment against the Government Commercial Capability Framework an advantage but not essential.
- 5 Years' experience in a commercial lead role is essential; within the context of an engineering and construction environment is an advantage.
- Proven knowledge/application of the NEC 3 & 4 suite of contracts.

Education, Professional Qualifications Requirements

- IACCM (International Association Commercial Contract Management) Advanced Practitioner an advantage.
- CEng MICE (Institution of Civil Engineers)
- RICS (chartered surveyors)

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