



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

Geographical Area: National
Project Name: CLA Future Funding Wave 2 AP Advisor Grade 5
Project Number: [REDACTED]

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58425

Revision	Status	Originator	Reviewer	Date

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

Project Name CLA Future Funding Wave 2 AP Advisor Grade 5

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
CLA Scope MottM Dated 6th 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
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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 AP Grade 5 of Bought in Service (post ref CLA-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
BS51 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
BS51 5AH

Address for electronic communications [REDACTED]

The *Scope* is in
CLA Scope MottM Dated 6th 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

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 20 July 2020

The *Client* provides access to the following persons, places and things
 access *access date*
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The *Consultant* submits revised programmes at intervals no longer than 4 weeks

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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

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 accord
2. 'not used'
3. 'not used'
4. 'not used'
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8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'
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The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

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

Resolving and avoiding disputes

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

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

The *service* is affected by any of the following events

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION 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 AP Advisor Grade 5
Responsibilities CLA-1-AP-G5A-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 arrangement

3 Time

The programme identified in the Contract Data is

n/a

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications

[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]
Address for communications

[REDACTED]

Address for electronic communications

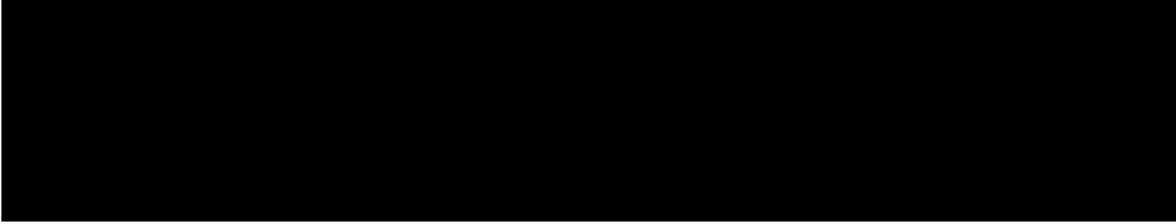
[REDACTED]

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



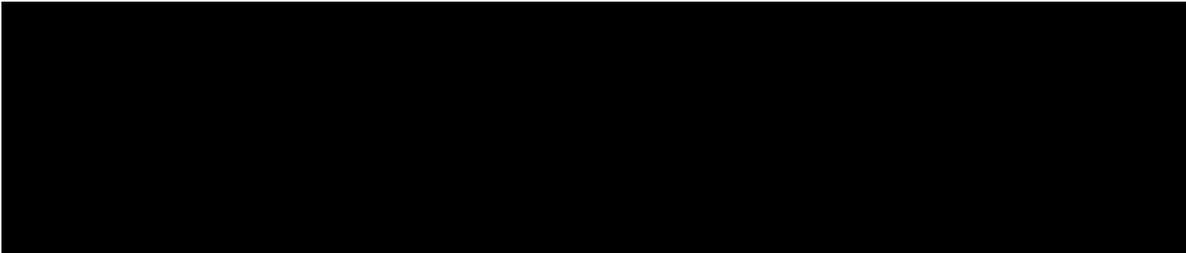
Consultant execution

Consultant execution

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Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	CLA Future Funding Wave 2 AP Advisor Grade 5
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Project_29497 / Contract ecm_58425
Date	6 th July 2020
Version number	V1.0
Author	[REDACTED]

Revision history

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

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the services

1. Description of the work:

Objective

Provision of an AP Advisor Grade 5 to work as part of the *Client's* Asset Performance team.

Outcome Specification

2. General Outline:
 - a) The secondment of an AP Advisor Grade 5 ("*Consultant*") to act in accordance with Role Profile Reference G5AP attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.
 - b) The *Consultant* may be based in a number of offices as appropriate, to include (but not limited to) EA offices in [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 G5AP
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 service plan and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.
5. Specifications of standards to be used
 - a) Role Profile Reference G5AP
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 across the CLA Area as required.

- b) Under current COVID-19 restrictions, the *Client's* offices are currently closed. Therefore, the *Consultant* will be expected to initially work remotely. It is the *Consultant's* responsibility to ensure that suitable DSE assessments, internet connections and safety precautions are provided.
- c) All required travel arrangements are to be made in accordance with the latest Public Health England COVID-19 guidance.
- 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. Travel costs to and from the *Client's* base office will be non-chargeable.
- f) Any time deemed necessary for the *Consultant's* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
- g) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.
- h) *Consultant* shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.

7. Requirements of the programme

- a) Secondments will be from 20th July to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

ROLE Profile

Advisor, Flood & Coastal Risk Management EA Grade 5

Asset Management

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

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

Job Purpose

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

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

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

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

Representative Accountabilities

Specialists:

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

Team leaders:

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

All roles:

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

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

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

Typical Skills, Knowledge and Experience

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

Education, Professional Qualifications Requirements

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

Expectations for these roles

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



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

Geographical Area: South West
Project Name: DCS Future Funding Wave 2 PSO Advisor PSO Officer Grade
Project Number: [REDACTED]

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58426

Revision	Status	Originator	Reviewer	Date

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

Project Name DCS Future Funding Wave 2 PSO Advisor PSO Officer Grade 4

Project Number [REDACTED]

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between the *Client* and the *Consultant*

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The *Client* is Environment Agency

Address for communications
Horizon House
Deanery Road
Bristol
BS51 5AH

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

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Environment Agency
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Bristol
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The *Scope* is in
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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		£5 million

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The <i>tribunal</i> is		litigation in the courts
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Address for communications		'to be confirmed'
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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 Officer Grade 4

Responsibilities

DCS-PSO-G40-01

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 arrangement

3 Time

The programme identified in the Contract Data is

n/a

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

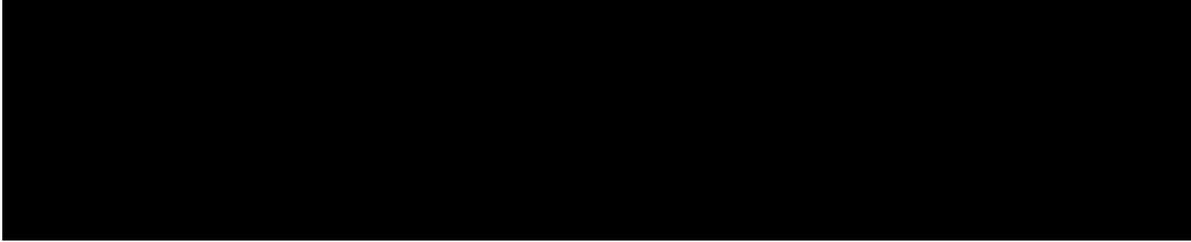
[REDACTED]

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



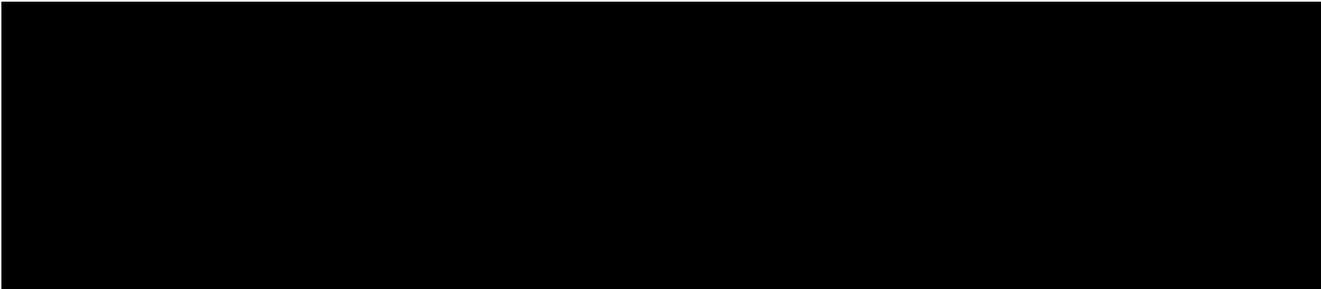
Consultant execution

Consultant execution

Signed under hand by **Martha Taylor**

for and on behalf of

Mott Macdonald Limited



Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Future Funding Wave 2 PSO Grade 4
Project SOP reference	
Contract reference (Bravo)	Project_29497 / Contract ecm_58426
Date	6 th July 2020
Version number	V1.0
Author	

Revision history

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

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the services

1. Description of the work:

Objective

Provision of a PSO Officer Grade 4 to work as part of the *Client's* FCRM team.

Outcome Specification

2. General Outline:

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

b)

Role Reference	Role Title	Role Profile Reference Number	
DCS-1-PSO-G4O-01	Officer (G4)	G4PSO	

- c) The *Consultant* may be based in a number of offices as appropriate, to include (but not limited to) EA offices 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.
- d) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference G4PSO

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 service plan and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.

5. Specifications of standards to be used

a) Role Profile Reference G4PSO

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

- a) The *Consultant* is to be based (■■■■■ hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices across the DCS Area as required.
- b) Under current COVID-19 restrictions, the *Client's* offices are currently closed. Therefore, the *Consultant* will be expected to initially work remotely. It is the *Consultant's* responsibility to ensure that suitable DSE assessments, internet connections and safety precautions are provided.
- c) All required travel arrangements are to be made in accordance with the latest Public Health England COVID-19 guidance.
- d) The *Consultant* shall not work more than ■■■ hours per week without prior approval from the *Service Manager*.
- e) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable. Travel costs to and from the *Client's* base office will be non-chargeable.
- f) Any time deemed necessary for the *Consultant's* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
- g) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.
- h) *Consultant* shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.

7. Requirements of the programme

a) Secondments will be from:

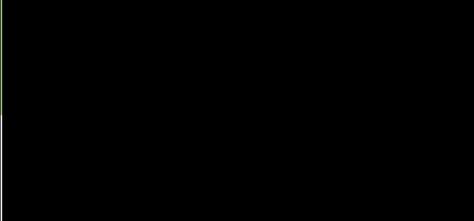
Role Reference	Start date	End date
DCS-1-PSO-G4O-01	03/08/20	31/3/21

- 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:

Role Reference	
DCS-1-PSO-G40-01	

c) Systems access to include: 

ROLE Profile

Officer, Flood & Coastal Risk Management EA Grade 4

Job Purpose

Carrying out a full range of complex FCRM and incident management activities within an assigned area in order to deliver FCRM outcomes

Representative Accountabilities

- Contribute to the delivery of the departmental business plan, providing professional / technical expertise to support operational priorities and Environment Agency policy.
- Guide, advise and support team members to resolve local issues and incidents, ensuring that decisions are made on sound technical grounds and in line with best practice and timeframes.
- Monitor progress of work, identify gaps in the delivery of priorities and take remedial action to enhance the service and recommend appropriate reallocation of time and effort.
- Produce required documentation and reports to agreed quality standards to support operational work, management decisions, public enquiries, court appeals etc, so that information, evidence and Environment Agency interests are accurately and effectively presented.
- Contribute to the successful implementation of emergency plans, to ensure effective, timely and safe response to emergency incidents.
- Participate in local projects and working groups to achieve well planned and managed integrated solutions that progress effective change and improvement in the organisation and support the best environmental outcomes.
- Develop and maintain a strong customer focus to ensure effective relationship building and partnership working to achieve environmental goals.
- Encourage and develop a safety conscious culture within the team to deliver work programmes without risk to the health & safety of the team or any other individual.

Typical Skills, Knowledge and Experience

- Delivering work by planning, tracking, gathering, maintaining, quality assuring and analysing data/information
- Good communication and customer relations skills are essential, along with the ability to develop and maintain good relations with customers and adapt behaviour to different situations and people
- Delivery of low to medium risk multi-disciplinary projects and/or activities to time cost quality ensuring successful outcomes are achieved
- Embracing and adapting to change and new ways of working
- The job requires the ability to work independently and make decisions about priorities and appropriate action on a day to day basis, to achieve planned outcomes.
- Applying up to date, technically sound knowledge to make decisions and provide sound briefing and guidance
- Producing clear, concise and persuasive written material and presenting to/briefing more senior staff, colleagues and customers

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

- Encourages and develops a positive health, safety & wellbeing culture within the team. Delivers work programmes safely.
- Promotes inclusion by respecting differences in our workforce and works to build a supportive & engaging workplace.
- Able to communicate with a wide audience and explain technical / regulatory issues to non-technical colleagues and partners.
- Uses judgement in delivery of asset management activities that meet the needs of customers and fulfil required standards and service levels.
- Understands colleague priorities, operational context, and their contribution to environmental outcomes. Able to describe wider organisation and its services to others.

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	THM Future Funding Wave 2 PSO Grade 5
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Project_29497 / Contract ecm_58469
Date	6 th July 2020
Version number	V1.0
Author	[REDACTED]

Revision history

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

Details of the services

1. Description of the work:

Objective

Provision of a PSO Advisor Grade 5 to work as part of the *Client's* FCRM team.

Outcome Specification

2. General Outline:

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

b)

Role Reference	Role Title	Role Profile Reference Number	Role Outline	
FRMP-PSO-G5A-14	Advisor (G5)	G5PSO	FRMP2 support	

- c) The *Consultant* may be based in a number of offices as appropriate, to include (but not limited to) EA offices 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.

- d) 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 service plan and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.

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 (■■■■■ hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices across the THM Area as required.
- b) Under current COVID-19 restrictions, the *Client's* offices are currently closed. Therefore, the *Consultant* will be expected to initially work remotely. It is the *Consultant's* responsibility to ensure that suitable DSE assessments, internet connections and safety precautions are provided.
- c) All required travel arrangements are to be made in accordance with the latest Public Health England COVID-19 guidance.
- d) The *Consultant* shall not work more than ■■■ hours per week without prior approval from the *Service Manager*.
- e) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable. Travel costs to and from the *Client's* base office will be non-chargeable.
- f) Any time deemed necessary for the *Consultant's* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
- g) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.
- h) *Consultant* shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.

7. Requirements of the programme

a) Secondments will be from:

Role Reference	Start date	End date
FRMP-PSO-G5A-14	20/7/20	31/3/21

- 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:

Role Reference	[Redacted]
FRMP-PSO-G5A-14	

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 enquires, both written and verbally

Representative Accountabilities

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

Typical Skills, Knowledge and Experience

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

Education, Professional Qualifications Requirements

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

Expectations for these roles

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