



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

Geographical Area: National
Project Name: LNA Future Funding Wave 1 AP Advisor
Project Number: Future Funding Resource

Contract Type: Professional Service Contract
Option: Option E

Contract Number: 29436 Lot 1 Wave 1 LNA

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name LNA Future Funding Wave 1 AP Advisor

Project Number Future Funding Resource

This contract is made on
between the Client and the Consultant

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the Client and the Consultant in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
LNA Scope Mott Mac Dated 19/06/20

Part One - Data provided by the Client
Statements given in
all Contracts

1 General The conditions of contract are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main Option	Option E	Option for resolving and avoiding disputes	W2
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Secondary Options

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

The service is Supply of AP Advisors Bought in Service (post ref LNA-5-AP-G5A-02) resource to support the EA's capital programme for 2020/21.

The Client is [REDACTED]

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

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

The Service Manager is [REDACTED]

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

Address for electronic communications [REDACTED]

The Scope is in
LNA Scope Mott Mac Dated 19/06/20

The language of the contract is English

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

The period for reply is 2 weeks

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

The following matters will be included in the Early Warning Register
none

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are
condition to be met none set key date
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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 06 July 2020

The Client provides access to the following persons, places and things
access access date
EA offices to be advised
EA systems 06 July 2020

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

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

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

4 Quality management

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

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

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

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

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

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

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

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordar
2. not used
3. not used
4. not used
5. not used

8 Liabilities and insurance

These are additional Client's liabilities

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2. not used
3. not used

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

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

Resolving and avoiding disputes

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

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

The service is affected by any of the following events

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing Consultants on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X10: Information modelling

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

OPTION X18: Limitation of liability

The Consultant's liability to the Client for indirect or consequential loss is limited to £1,000,000.00

The Consultant's liability to the Client for Defects that are not found until after the defects date is limited to £1,000,000.00

The end of liability date is 6 Years after the Completion of the whole of the service

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 Days after the date on which payment becomes due

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

Part Two - Data provided by the Consultant

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

1 General

The Consultant is
Name and company number 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
Responsibilities Role reference LNA-5-AP-G5A-02
Qualifications see CV
Experience see CV

The key persons are

Name (2) [Redacted]
Job [Redacted]
Responsibilities [Redacted]
Qualifications see CV
Experience see CV

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

Travel expenses are not included due to the current Covid 19 arrangements.

3 Time

The programme identified in the Contract Data is

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]

X10: Information Modelling

The information execution plan identified in the Contract Data is

n/a

Contract Execution

Client execution

Signed under hand by

[Redacted]

for and on behalf of the Environment Agency

[Redacted]

Signature

Role

Consultant execution

Consultant execution

Signed under hand by

[Redacted]

for and on behalf of

Mott Macdonald Limited

[Redacted]

Signature

24-Jun-20

Role

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

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

Revision history

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

Details of the *services*

Details of the *services* are:

1. Description of the work:

Objective

Provision of a AP Senior User to work as part of the *Client's* Asset Performance Team.

Outcome Specification

1. General Outline:

- a) The secondment of an AP 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 Lincoln. However in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices across the Lincolnshire and Northamptonshire area (according to the projects the *Consultant* is assigned to); [The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.]
- c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile Reference G5AP.

2. The *services* specifically excludes the following:

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

3. Site Information already available:

- a) The *Consultant* will be allocated projects according to need from the IDT service plan and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.

4. Specifications of standards to be used

- a) Role Profile Reference G5AP

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

- a) The *Consultant* is to be based part time (40 hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices across the LNA area as required.
- b) Under current COVID-19 restrictions, the *Client's* offices are currently closed. Therefore, the *Consultant* will be expected to initially work remotely. It is the *Consultant's* responsibility to ensure that suitable DSE assessments, internet connections and safety precautions are provided.
- c) All required travel arrangements are to be made in accordance with the latest Public Health England COVID-19 guidance.
- b) The *Consultant* shall not work more than 40 hours per week without prior approval from the *Service Manager*.
- c) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable. Travel costs to and from the *Client's* base office will be non-chargeable.
- d) Any time deemed necessary for the *Consultant's* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
- e) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.
- f) *Consultant* shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.

6. Requirements of the programme

- a) Secondments will be from 6th July to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

- a) a) Office space and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Onsite parking is provided at some EA locations and the *Consultant* will be allocated access to parking if it is available and in accordance with the local parking access procedure.
- c) Day-to-day line management. The posts will report to [REDACTED], [REDACTED]
- d) Systems access to include: TBC

Role Profile G5AP

Officer, Flood & Coastal Risk Management EA Grade 5

Asset Management

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

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

Job Purpose

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

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

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

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

Representative Accountabilities

Specialists:

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

Team leaders:

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

All roles:

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

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

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

Typical Skills, Knowledge and Experience

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

Education, Professional Qualifications Requirements

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

Expectations for these roles

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



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

Geographical Area: National
Project Name: WSX Future Funding Wave 1 PSO Advisor G5
Project Number: Future Funding Resource

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Option: Option E

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The service is Supply of PSO Grade 5 Bought in Service (post ref WXS-1-PSO-G50-01) resource to support the EA's capital programme for 2020/21.

The Client is 

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

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

The Service Manager is 

Address for communications Environment Agency
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- 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.

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X10: Information modelling

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

OPTION X18: Limitation of liability

The Consultant's liability to the Client for indirect or consequential loss is limited to £1,000,000.00

The Consultant's liability to the Client for Defects that are not found until after the defects date is limited to £1,000,000.00

The end of liability date is 6 Years after the Completion of the whole of the service

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 Days after the date on which payment becomes due

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

Part Two - Data provided by the Consultant

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

1 General

The Consultant is
Name and company number 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 PSO Grade 5
Responsibilities Role reference WSX-1-AP-G50-01
Qualifications
Experience

The key persons are

Name (2) [Redacted]
Job [Redacted]
Responsibilities [Redacted]
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

No expenses have been allowed for, however we have calculated that based c

[REDACTED]

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] r

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

X10: Information Modelling

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

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

[Redacted]

[Redacted]

Signature

Role

Consultant execution

Signed under hand by

[Redacted]

for and on behalf of

Mott Macdonald Limited

[Redacted]

Signature

24-Jun-20

Role

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	WSX Future Funding Wave 1 PSO G5
Project SOP reference	ENV0002832C
Contract reference (Bravo)	29436 Lot 1 Wave 1 WSX
Date	17 th June 2020
Version number	V1.0
Author	[REDACTED]

Revision history

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

Details of the *services*

Details of the *services* are:

1. Description of the work:

Objective

Provision of a PSO to work as part of the *Client's* Partnership and Strategic Overview Team to develop business cases and support PSO teams.

Outcome Specification

1. General Outline:

- a) The secondment of a PSO Grade 5 ("*Consultant*") to act in accordance with Role Profile Reference G5PSO attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.
- b) The *Consultant* may be based in a number of offices as appropriate, to include (but not limited to) EA offices in Blandford. However in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices across the Wessex area (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.
- c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile Reference G5PSO.

2. The *services* specifically excludes the following:

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

3. Site Information already available:

- a) The *Consultant* will be allocated projects according to need from the IDT service plan and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.

4. Specifications of standards to be used

- a) Role Profile Reference G5PSO

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

- a) The *Consultant* is to be based part time (24 hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices across the Wessex Area as required.
- b) Under current COVID-19 restrictions, the *Client's* offices are currently closed. Therefore, the *Consultant* will be expected to initially work remotely. It is the *Consultant's* responsibility to ensure that suitable DSE assessments, internet connections and safety precautions are provided.
- c) All required travel arrangements are to be made in accordance with the latest Public Health England COVID-19 guidance.
- b) The *Consultant* shall not work more than 24 hours per week without prior approval from the *Service Manager*.
- c) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable. Travel costs to and from the *Client's* base office will be non-chargeable.
- d) Any time deemed necessary for the *Consultant's* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
- e) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.
- f) *Consultant* shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.

6. Requirements of the programme

- a) Secondments will be from 6th July to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

- a) Office space and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Onsite parking is provided at some EA locations and the *Consultant* will be allocated access to parking if it is available and in accordance with the local parking access procedure.
- b) Day-to-day line management. This post will report to [REDACTED]
- c) Systems access to include: [REDACTED]

Role Profile G5PSO

Advisor, Flood & Coastal Risk Management EA Grade 5

PSO

Job Purpose

Provide specialist advice and knowledge to shape/inform/deliver FCRM and incident management outcomes and stakeholder agendas and/or analyse, design and implement approaches to deliver cost effective and sustainable operational outcomes to secure positive outcomes for people and wildlife, using existing frameworks.

Manage day-to-day aspects of the FCRM Advisor functions under direction of the nominated Team Leader including

- Technical FCRM knowledge. Utilise FCRM and engineering knowledge to form responses to FRAPs, planning applications, customer enquiries and other PSO related tasks. Key skills required – 2 to 3 years' experience of FCRM and engineering principles
- Planning applications/consenting. Utilise knowledge of planning and consenting processes to carry out the specified tasks. Key skills required – working knowledge of planning application processes and other statutory consents
- Team working. Work with members of own team and other teams within the Environment Agency to draw together comments and sub-divide tasks as required. Key skills required – ability to work effectively in a team
- Communications and report writing. Producing high quality responses to consents and other enquiries. Key skills required – ability to draft and produce high quality written responses, high level of verbal communication
- Customer engagement. Understand customer needs, interpret this against business objectives to formulate coherent responses in accordance with the Customer Charter. Key skills required – ability to deal effectively and politely with customer enquiries, both written and verbally

Representative Accountabilities

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

Typical Skills, Knowledge and Experience

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

Education, Professional Qualifications Requirements

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

Expectations for these roles

- Manages health, safety & wellbeing matters by actively promoting awareness and good practice, and ensuring the provision of safe working practices in line with Environment Agency guidance. Roles at this level in this job family may be responsible for safety in a regulatory capacity.
- 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