



Framework: Client Support Framework
Supplier: Capita Black & Veatch
Company Number: 03163649 / 02018542

Geographical Area: National
Project Name: EAN Future Funding Wave 1 AP Advisor G4
Project Number: Future Funding Resource

Contract Type: Professional Service Contract
Option: Option E

Contract Number: 29436 Lot 1 Wave 1 EAN

Revision	Status	Originator	Reviewer	Date

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

Project Name EAN Future Funding Wave 1 AP Advisor G4

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
EAN Scope CBV Dated 17/06/20

**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 Grade 4 of Bought in Service (post ref EAN-1-AP-G4O-01) 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
EAN Scope CBV Dated 17/06/20

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

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The *key dates* and *conditions* to be met are
condition to be met none set *key date* 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 01 July 2020

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

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

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

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

4 Quality management

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

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

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

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

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

The *exchange rates* are those published in on 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

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

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

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

Resolving and avoiding disputes

The <i>tribunal</i> is	litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
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 X10: Information modelling

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

OPTION X18: Limitation of liability

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

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

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

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

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

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

term *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

Capita Property and Infrastructure Ltd (02018542) and Black & Veatch Ltd (03163649) acting together as an unincorporated joint venture known as "Capita Black & Veatch"

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)



Job

AP Advisor Grade 4

Responsibilities

Role reference EAN-1-AP-G40-01

Qualifications



Experience



The key persons are

Name (2)



Job



Responsibilities



Qualifications



Experience



The key persons are

Name (3)



Job



Responsibilities



Qualifications



Experience



The key persons are

Name (4)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (5)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (6)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (7)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications

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

Address for electronic communications

[REDACTED]

Name (2)
Address for communications

Address for electronic communications

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

Signature

Role

Consultant execution

Consultant execution

Signed under hand by _____ for and on behalf of Capita Property & Infrastructure Limited

Signature

Role

Consultant execution

Signed under hand by _____ for and on behalf of Capita Property & Infrastructure Limited

Signature

Role

Consultant execution

Signed under hand by _____ for and on behalf of Black & Veatch Limited

Signature

Role

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	EAN Future Funding Wave 1 AP Advisor G4
Project SOP reference	[REDACTED]
Contract reference (Bravo)	ecm_58268
Date	20th July 2020
Version number	V2.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
17/06/2020	EAN specific details	1.0
20/07/2020	Agreed scope changes	2.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of an AP Advisor to work as part of the *Client's* Asset Performance Team to support delivery of the revenue maintenance programme and support delivery of small capital projects.

Outcome Specification

2. General Outline:

- a) The secondment of an AP Advisor ("*Consultant*") to act in accordance with Role Profile Reference G4PSO attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, working as a team in compliance with clause 20.2..
- b) Subject to agreement between the *Client* and the *Consultant*, secondees may be based in a number of offices as appropriate, to include (but not limited to) EA offices in Chelmsford. 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 east Anglia (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 secondees will be expected to perform the role duties and responsibilities outlined in the attached Role Profile Reference G4PSO which include:
 - i. Support delivery of revenue maintenance programme
 - ii. Support delivery of small capital projects
 - iii. Stakeholder engagement and support asset management strategies.
 - iv. Support designers under CDM.
 - v. Support field teams.
 - vi. Please see Role Profile Reference G4PSO for the further description of this role.

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 full time (up to 40 hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices across the EAN 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) *Secondees* shall not work more than 40 hours per week without prior approval from the *Service Manager*.
- e) Any time deemed necessary by the *Consultant* for *secondee* activities unrelated to the *Client*, including training and development would be by agreement and be non-chargeable. Travel costs to and from the *Client's* base office stated at 6 a) above will be chargeable as per Schedule 6, Section 12 of the Framework Schedules if it is in addition to normally incurred travelling to the permanent place of work.
- f) Any time deemed necessary for the *Consultant* to line manage *secondees* or undertake any other tasks to *secondees*, would be by agreement with the *Client* and be non-chargeable.
- g) *Secondees* will be entitled to take annual leave, based on the *secondees'* terms of employment with the *Consultant*, and statutory holiday entitlement. These costs will be non-chargeable.
- h) *Secondees* shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies subject to clause 20.2.

7. Requirements of the programme

- a) *Secondments* will be from 1st July to 31st March 2021.
- b) The *Consultant* will inform the *Client* prior to allocating their *secondees* on other projects / utilisation post 31st March 2021, to the extent that this is reasonable and practical.

8. 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.

- c) Day-to-day line management. This post will report to [REDACTED]
- d) Systems access to include: [REDACTED]
- e) Reasonable information and feedback to the *Consultant* so as to enable the *Consultant* to conduct reviews or appraisals of each secondee's performance.

Secondees

- 9. Secondees shall remain employees of their respective Employers at all times and shall not be deemed to be employees of the *Client* by virtue of the secondments.
- 10. The Client acknowledges that secondees owe certain duties to their Employer under and by virtue of their employment contracts, including a duty of fidelity, and that the secondees as employees have certain employment rights both under and by virtue of the terms of their employment contracts and under statute and the Client agrees that it will not hinder or interfere with the lawful exercise of such rights by the secondees or their respective Employers.
- 11. The direction, control and supervision of secondees shall be the responsibility of the Client.

ROLE Profile

Officer, Flood & Coastal Risk Management EA Grade 4

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 officer or analyst, providing expertise or advice, managing and/or delivering assets, in line with the Environment Agency asset management strategy.

Roles may be field based, planning and undertaking activities such as inspection, monitoring and maintenance, or office based providing the data, analysis and advice to support the asset management lifecycle.

Most roles engage with external parties in delivery of their objectives, managing relationships and representing the Environment Agency.

These roles have autonomy to work within established processes and procedures but refer to others and are subject to supervision.

Representative Accountabilities

- Guides, advises and supports team members and others, to ensure that decisions are made on sound technical grounds, are in line with required legislation / best practise, and minimise risks associated with our assets. Works proactively with others to identify and resolve issues.
- Plans and manages progress of work and / or projects. This may involve managing internal or external resources to ensure progress is in line with plans. Identifies gaps in the delivery of priorities and takes appropriate action to resolve issues.
- Builds and sustains effective relationships with colleagues, internal/external customers, partners and stakeholders to understand issues and provide an effective response / steer for their needs.
- May provide professional / technical expertise to identify appropriate investment projects or plans to deliver the outcomes of the Asset Management Strategy.
- May lead in the collection of data and / or maintenance of our assets, or enable proactive management of assets to ensure risks are mitigated.
- May produce analysis/reports and make recommendations informing asset management activities and decisions.
- May act as lead in a specific area of expertise; keeping up to date on legislation / policy and current practices. Mentors staff equipping them with the knowledge and skills to deliver work in the most effective and efficient manner.

Typical skills, knowledge and experience

- Roles require specialised knowledge based on experience and / or suitable qualifications. Depending on the role this usually entails engineering, technical, project or analytical skills relevant to role requirements.
- Requires depth of knowledge that enables working authoritatively within an asset management environment.
- Required to use judgement / experience to tackle routine issues, may seek advice on more complex problems.
- Possibly requires project management or relevant operational skills.

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.



Framework: Client Support Framework
Supplier: Capita Black & Veatch
Company Number: 03163649 / 02018542

Geographical Area: National
Project Name: LNA Future Funding Wave 1 AP Advisors
Project Number: ENV0002826C

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58269

Revision	Status	Originator	Reviewer	Date

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

Project Name LNA Future Funding Wave 1 AP Advisors

Project Number ENV0002826C

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- Z: *Additional conditions of contract*

The *service* is Supply of AP Advisors Bought in Service (post ref LNA-5-AP-G5A-04, LNA-5-AP-G5A-05, LNA-5-AP-G5A-08) resource to support the EA's capital programme for 2020/21.

The *Client* is [REDACTED]

Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

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

The *Service Manager* is [REDACTED]

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

Address for electronic communications [REDACTED]

The *Scope* is in
LNA Scope CBV Dated 20/07/20

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

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 access *access date*
 EA offices to be advised
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The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 4 weeks

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

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EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	6 years

<p>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</p>	<p>Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims</p>	<p>12 months</p>
<p>Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract</p>	<p>Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims</p>	<p>For the period required by law</p>
<p>The <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</p>	<p>£1 million</p>	

Resolving and avoiding disputes

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

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

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

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

£1,000,000.00

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

£1,000,000.00

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

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

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

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

term *beneficiary*

Part Two - Data provided by the Consultant

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

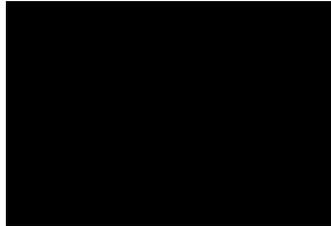
1 General

The Consultant is

Name and company number

Capita Black & Veatch

Address for communications



Address for electronic communications

The fee percentage is



The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

AP Advisor
Role reference LNA-5-AP-G5A-04

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

AP Advisor
Role reference LNA-5-AP-G5A-05

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

AP Advisor
Role reference LNA-5-AP-G5A-08

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

not applicable

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

Contract Execution

Client execution

Signed under hand by _____ for and on behalf of the Environment Agency

Signature

Role

Consultant execution

Consultant execution

Signed under hand by _____ for and on behalf of Capita Black & Veatch

Signature

Role

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	LNA Future Funding Wave 1 AP G5 Advisors
Project SOP reference	██████████
Contract reference (Bravo)	ecm_58269
Date	20th July 2020
Version number	V2.0
Author	██████████

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
17/06/2020	LNA specific details	1.0
20/07/2020	Agreed scope changes	2.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of AP Grade 5 FCRM Senior Advisors to work as part of the *Client's* Asset Performance team.

Outcome Specification

2. General Outline:

- a) The secondment of the AP Grade 5 roles outlined in the table below ("*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, working as a team in compliance with clause 20.2..

Role Reference	Role Title	Role Profile Reference Number	Reporting To (Role)	Office Location
LNA-5-AP-G5A-04	FCRM Senior Advisor	G5AP	[REDACTED]	[REDACTED]
LNA-5-AP-G5A-05	AP Grade 5	G5AP	[REDACTED]	[REDACTED]
LNA-5-AP-G5A-08	AP Grade 5	G5AP	[REDACTED]	[REDACTED]

- b) Subject to agreement between the *Client* and the *Consultant*, secondees 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 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 secondees will be expected to perform the role duties and responsibilities outlined in the attached Role Profiles 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 full time (up to 40 hours per week), unless otherwise stated in the table below, in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices across the LNA Area as required.

Role Reference	Role Title	Hours/Days per week	Named Client Office
LNA-5-AP-G5A-04	AP Grade 5	[REDACTED]	[REDACTED]
LNA-5-AP-G5A-05	AP Grade 5	[REDACTED]	[REDACTED]
LNA-5-AP-G5A-08	AP Grade 5	[REDACTED]	[REDACTED]

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) Secondees shall not work more than 40 hours per week without prior approval from the *Service Manager*.

e) Any time deemed necessary by the *Consultant* for secondee activities unrelated to the *Client*, including training and development would be by agreement and be non-chargeable. Travel costs to and from the *Client's* base office stated at 6 a) above will be chargeable as per Schedule 6, Section 12 of the Framework Schedules if it is in addition to normally incurred travelling to the permanent place of work.

f) Any time deemed necessary for the *Consultant* to line manage secondees or undertake any other tasks to secondees, would be by agreement with the *Client* and be non-chargeable.

- g) Secondees will be entitled to take annual leave, based on the *secondees'* terms of employment with the *Consultant*, and statutory holiday entitlement. These costs will be non-chargeable.
- g) Secondees shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies subject to clause 20.2.
- h) .

7. Requirements of the programme

- a) Secondments will be from 6th July to 31st March 2021.
- b) The *Consultant* will inform the *Client* prior to allocating their secondees on other projects / utilisation post 31st March 2021, to the extent that this is reasonable and practical.

8. 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.
- c) Day-to-day line management. The posts will report to [REDACTED], [REDACTED].
- d) Reasonable information and feedback to the *Consultant* so as to enable the *Consultant* to conduct reviews or appraisals of each secondee's performance.

Secondees

- 9. Secondees shall remain employees of their respective Employers at all times and shall not be deemed to be employees of the *Client* by virtue of the secondments.
- 10. The Client acknowledges that secondees owe certain duties to their Employer under and by virtue of their employment contracts, including a duty of fidelity, and that the secondees as employees have certain employment rights both under and by virtue of the terms of their employment contracts and under statute and the Client agrees that it will not hinder or interfere with the lawful exercise of such rights by the secondees or their respective Employers.
- 11. The direction, control and supervision of secondees shall be the responsibility of the Client.

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: Capita Black & Veatch
Company Number: 03163649 / 02018542

Geographical Area: National
Project Name: WMD Future Funding Wave 1 AP & PSO Advisor G5
Project Number: ENV0002829C

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58266

Revision	Status	Originator	Reviewer	Date

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

Project Name WMD Future Funding Wave 1 AP & PSO Advisor G5

Project Number ENV0002829C

This contract is made on
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference.
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
WMD Scope CBV Dated 20/07/20

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
-------------	----------	--	----

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 & PSO Grade 5 of Bought in Service (post ref WMD-1-AP-G5A-01, WMD-1-PSO-G5O-02, WMD-5-AP-G5A-01 and WMD-5-AP-G5A-03) resource to support the EA's capital programme for 2020/21.

The *Client* is Environment Agency

Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

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

The *Service Manager* is [REDACTED]

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

Address for electronic communications [REDACTED]

The *Scope* is in
WMD Scope CBV Dated 20/07/20

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 12 weeks

2 The Consultant's main responsibilities

The *key dates* and *conditions* to be met are
condition to be met none set *key date* 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 29 June 2020

The *Client* provides access to the following persons, places and things
 access *access date*
 EA offices to be advised
 EA systems 29 June 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

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

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

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

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

The *exchange rates* are those published in 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 accordance with the Health and Safety Regulations
2. not used
3. not used
4. not used
5. not used

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

EVENT	MINIMUM AMOUNT OF CLAIM, WITHOUT LIMIT TO THE NUMBER OF CLAIMS	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	6 years

<p>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</p>	<p>Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims</p>	<p>12 months</p>
<p>Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract</p>	<p>Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims</p>	<p>For the period required by law</p>
<p>The <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</p>	<p>£1 million</p>	

Resolving and avoiding disputes

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

Z Clauses

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

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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* .

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

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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.

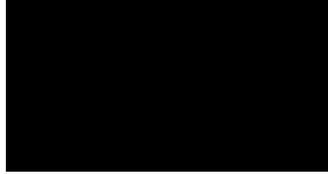
1 General

The Consultant is

Name and company number

Capita Black & Veatch

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)



Job

AP Advisor Grade 5

Responsibilities

Role reference WMD-1-AP-G5A-01

Qualifications

Experience

The key persons are

Name (2)



Job

PSO Advisor Grade 5

Responsibilities

Role reference WMD-1-PSO-G5A-01

Qualifications

Experience

The key persons are

Name (3)



Job

AP Advisor Grade 5

Responsibilities

Role reference WMD-5-AP-G5A-02

Qualifications

Experience

The key persons are

Name (4)



Job

AP Advisor Grade 5

Responsibilities

Role reference WMD-5-AP-G5A-03

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

not applicable

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

[Redacted signature area]

Signature

Role

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

[Redacted]

[Redacted signature area]

[Redacted]

[Redacted]

[Redacted]

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	WMD Future Funding Wave 1 AP & PSO Advisors
Project SOP reference	ENV0002829C
Contract reference (Bravo)	ecm_58266
Date	20th July 2020
Version number	V2.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
17/06/2020	WMD specific details	1.0
20/07/2020	Agreed scope changes	2.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of AP and PSO Advisors to work as part of the *Client's* Asset Performance and Partnership & Strategic Overview teams to support delivery of the revenue maintenance programme and support delivery of small capital projects.

Outcome Specification

2. General Outline:

- a) The secondment of the AP & PSO roles outlined in the table below ("*Consultant*") to act in accordance with Role Profile Reference G5AP and G5PSO attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, working as a team in compliance with clause 20.2.

Role Reference	Role Title	Role Profile Reference Number	Reporting To (Role)	Office Location
WMD-1-PSO-G5A-01	PSO Advisor	G5PSO	[REDACTED]	[REDACTED]
WMD-1-AP-G5A-01	AP Advisor	G5AP		[REDACTED]
WMD-5-AP-G5A-02	AP Advisor	G5AP		[REDACTED]
WMD-5-AP-G5A-03	AP Advisor	G5AP		[REDACTED]

- b) Subject to agreement between the *Client* and the *Consultant*, secondees may be based in a number of offices as appropriate, to include (but not limited to) EA offices in Shrewsbury and Fradley. 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 West Midlands 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 secondees will be expected to perform the role duties and responsibilities outlined in the attached Role Profile Reference G5AP and G5PSO which include:

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/G5PSO

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

- a) The *Consultant* is to be based full time (up to 40 hours per week), unless otherwise stated in the table below, in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices across the WMD Area as required.

Role Reference	Role Title	Hours/Days per week	Named Client Office
WMD-1-PSO-G5A-01	PSO Advisor		
WMD-1-AP-G5A-01	AP Advisor		
WMD-5-AP-G5A-02	AP Advisor		
WMD-5-AP-G5A-03	AP Advisor		

- 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) Secondees shall not work more than the hours stated at 5 a) above without prior approval from the *Service Manager*.
- d) Any time deemed necessary by the *Consultant* for secondee activities unrelated to the *Client*, including training and development would be by agreement and be non-

chargeable. Travel costs to and from the *Client's* base office stated at 5 a) above will be chargeable as per Schedule 6, Section 12 of the Framework Schedules if it is in addition to normally incurred travelling to the permanent place of work.

- e) Any time deemed necessary for the *Consultant* to line manage secondees or undertake any other tasks to secondees, would be by agreement with the *Client* and be non-chargeable.
- f) Secondees will be entitled to take annual leave, based on the secondees' terms of employment with the *Consultant*, and statutory holiday entitlement. These costs will be non-chargeable.
- g) Secondees shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies subject to clause 20.2.

7. Requirements of the programme

- a) Secondments will be from 1st July to 31st March 2021.
- b) The *Consultant* will inform the *Client* prior to allocating their secondees on other projects / utilisation post 31st March 2021, to the extent that this is reasonable and practical.

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

- a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Day-to-day line management. The AP posts will report to [REDACTED]
- c) Systems access to include: [REDACTED]
- d) Reasonable information and feedback to the *Consultant* so as to enable the *Consultant* to conduct reviews or appraisals of each secondee's performance.

Secondees

- 9. Secondees shall remain employees of their respective Employers at all times and shall not be deemed to be employees of the *Client* by virtue of the secondments.
- 10. The *Client* acknowledges that secondees owe certain duties to their Employer under and by virtue of their employment contracts, including a duty of fidelity, and that the secondees as employees have certain employment rights both under and by virtue of the terms of their employment contracts and under statute and the *Client* agrees that it will not hinder or interfere with the lawful exercise of such rights by the secondees or their respective Employers.
- 11. The direction, control and supervision of secondees shall be the responsibility of the *Client*.

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
-

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
- 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



Framework: Client Support Framework
Supplier: Capita Black & Veatch
Company Number: 03163649 / 02018542

Geographical Area: National
Project Name: WSX Future Funding Wave 1 AP & PSO Advisor G5
Project Number: ENV0002832C

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58270

Revision	Status	Originator	Reviewer	Date

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

Project Name WSX Future Funding Wave 1 AP & PSO Advisor G5

Project Number ENV0002832C

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
WSX Scope CBV Dated 20/07/20

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
- 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 & PSO Grade 5 of Bought in Service (post ref WSX-1-AP-G40-01, WSX-1-AP-G5A-01, WSX-1-AP-G5A-02, WSX-1-AP-G5A-03 AND WXS-1-PSO-G40-01) resource to support the EA's capital programme for 2020/21.

The *Client* is Environment Agency

Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

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

The *Service Manager* is [REDACTED]

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

Address for electronic communications [REDACTED]

The *Scope* is in
WSX Scope CBV Dated 20/07/20

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 12 weeks

2 The Consultant's main responsibilities

The *key dates* and *conditions* to be met are
condition to be met none set *key date* 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 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

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 accordance with the Health and Safety Regulations
2. not used
3. not used
4. not used
5. not used

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <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	6 years

<p>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</p>	<p>Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims</p>	<p>12 months</p>
<p>Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract</p>	<p>Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims</p>	<p>For the period required by law</p>
<p>The <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</p>	<p>£1 million</p>	

Resolving and avoiding disputes

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

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

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

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to

£1,000,000.00

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

£1,000,000.00

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

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

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

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

term *beneficiary*

Part Two - Data provided by the Consultant

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

1 General

The Consultant is

Name and company number Capita Black & Veatch

Address for communications [Redacted]

Address for electronic communications [Redacted]

The fee percentage is [Redacted]

The key persons are

Name (1) [Redacted]
Job AP Grade 4
Responsibilities Role reference WSX-1-AP-G4O-01
Qualifications
Experience

The key persons are

Name (2) [Redacted]
Job AP Grade 5
Responsibilities Role reference WSX-1-AP-G5A-01
Qualifications
Experience

The key persons are

Name (3) [Redacted]
Job AP Grade 5
Responsibilities Role reference WSX-1-AP-G5A-02
Qualifications
Experience

The key persons are

Name (4) [Redacted]
Job AP Grade 5
Responsibilities Role reference WSX-1-AP-G5A-03
Qualifications
Experience

The key persons are

Name (5) [Redacted]
Job PSO Grade 5
Responsibilities Role reference WSX-1-PSO-G4O-01
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

not applicable

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

[Redacted signature area]

Signature

Role

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

Capita Black & Veatch

[Redacted signature area]

Signature

Role

[Redacted signature area]

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	WSX Future Funding Wave 1 AP & PSO Advisors
Project SOP reference	ENV0002832C
Contract reference (Bravo)	Ecm_58270
Date	20th July 2020
Version number	V2.0
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
20/7/20	Agreed scope changes	2.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of AP and PSO Advisors to work as part of the *Client's* Asset Performance and Project Support teams to support development of packages of work for assets (AP) and development of business cases, strategic context and provide support to PSO teams (PSO)

Outcome Specification

2. General Outline:
 - a) The secondment of the AP & PSO roles outlined in the table below ("*Consultant*") to act in accordance with Role Profile Reference G4AP, G5AP and G5PSO attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, working as a team in compliance with clause 20.2.

Role Reference	Role Title	Role Profile Reference Number	Reporting To (Role)	Office Location
WSX-1-AP-G40-01	AP Grade 4	G4AP	[REDACTED]	
WSX-1-AP-G5A-01	AP Grade 5	G5AP		
WSX-1-AP-G5A-02	AP Grade 5	G5AP		
WSX-1-AP-G5A-03	AP Grade 5	G5AP		
WSX-1-PSO-G40-01	PSO Grade 5	G5PSO		

- b) Subject to agreement between the *Client* and the *Consultant*, secondees may be based in a number of offices as appropriate, to include (but not limited to) EA offices in Bridgwater. 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 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 secondees have established themselves within the EA teams and are competent in EA activities, working from home or other EA offices may be supported. Initially at least, secondees will need to use their existing IT equipment such as laptops and mobile phones.

- c) The secondees will be expected to perform the role duties and responsibilities outlined in the attached Role Profiles Reference G4AP, G5AP and G5PSO (as applicable).
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 G4AP/G5AP/G5PSO (as applicable)
6. Constraints on how the *Consultant* provides the *services*
- a) Secondees are to be based full time (up to 40 hours per week), unless otherwise stated in the table below, in the named *Client* offices. Secondees will also be expected to attend sites or suppliers offices across the WSX Area as required.

Role Reference	Role Title	Hours/Days per week	Named Client office
WSX-1-AP-G40-01	AP Grade 4		
WSX-1-AP-G5A-01	AP Grade 5		
WSX-1-AP-G5A-02	AP Grade 5		
WSX-1-AP-G5A-03	AP Grade 5		
WSX-1-PSO-G40-01	PSO Grade 5		

- 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) Secondees shall not work more than the weekly hours stated at 6 a) above without prior approval from the *Service Manager*.
- e) Any time deemed necessary by the *Consultant* for secondee activities unrelated to the *Client*, including training and development, would be by agreement and be non-chargeable. Travel costs to and from the *Client's* base office stated at 6 a) above will be chargeable as per Schedule 6, Section 12 of the Framework Schedules if it is in addition to normally incurred travelling to the permanent place of work.
- f) Any time deemed necessary for the *Consultant* to line manage secondees or undertake any other tasks in relation to secondees, would be by agreement with the *Client* and be non-chargeable.
- g) Secondees will be entitled to take annual leave, based on the secondees' terms of employment *with the Consultant*, and statutory holiday entitlement. These costs will be non-chargeable.
- h) Secondees shall provide the services in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies subject to clause 20.2.

7. Requirements of the programme

- a) Secondments will be from 6th July to 31st March 2021.
- b) The *Consultant* will inform the *Client* prior to allocating secondees on other projects / utilisation post 31st March 2021, to the extent that this is reasonable and practical.

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

- a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Day-to-day line management. The AP posts will report to [REDACTED]
- c) Systems access to include: [REDACTED]
- d) Reasonable information and feedback to the *Consultant* so as to enable the *Consultant* to conduct reviews or appraisals of each secondee's performance.

Secondees

- 9. Secondees shall remain employees of their respective Employers at all times and shall not be deemed to be employees of the *Client* by virtue of the secondments.
- 10. The *Client* acknowledges that secondees owe certain duties to their Employer under and by virtue of their employment contracts, including a duty of fidelity, and that the secondees as employees have certain employment rights both under and by virtue of the terms of their employment contracts and under statute and the *Client* agrees that

it will not hinder or interfere with the lawful exercise of such rights by the secondees or their respective Employers.

- | —11. The direction, control and supervision of secondees shall be the responsibility of the Client.

Role Profile G4AP

Officer, Flood & Coastal Risk Management EA Grade 4

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 officer or analyst, providing expertise or advice, managing and/or delivering assets, in line with the Environment Agency asset management strategy.

Roles may be field based, planning and undertaking activities such as inspection, monitoring and maintenance, or office based providing the data, analysis and advice to support the asset management lifecycle.

Most roles engage with external parties in delivery of their objectives, managing relationships and representing the Environment Agency.

These roles have autonomy to work within established processes and procedures but refer to others and are subject to supervision.

Representative Accountabilities

- Guides, advises and supports team members and others, to ensure that decisions are made on sound technical grounds, are in line with required legislation / best practise, and minimise risks associated with our assets. Works proactively with others to identify and resolve issues.
- Plans and manages progress of work and / or projects. This may involve managing internal or external resources to ensure progress is in line with plans. Identifies gaps in the delivery of priorities and takes appropriate action to resolve issues.
- Builds and sustains effective relationships with colleagues, internal/external customers, partners and stakeholders to understand issues and provide an effective response / steer for their needs.
- May provide professional / technical expertise to identify appropriate investment projects or plans to deliver the outcomes of the Asset Management Strategy.
- May lead in the collection of data and / or maintenance of our assets, or enable proactive management of assets to ensure risks are mitigated.
- May produce analysis/reports and make recommendations informing asset management activities and decisions.
- May act as lead in a specific area of expertise; keeping up to date on legislation / policy and current practices. Mentors staff equipping them with the knowledge and skills to deliver work in the most effective and efficient manner.

Typical skills, knowledge and experience

- Roles require specialised knowledge based on experience and / or suitable qualifications. Depending on the role this usually entails engineering, technical, project or analytical skills relevant to role requirements.
- Requires depth of knowledge that enables working authoritatively within an asset management environment.
- Required to use judgement / experience to tackle routine issues, may seek advice on more complex problems.
- Possibly requires project management or relevant operational skills.

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.

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
-

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