



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

Geographical Area: East
Project Name: Future Funding Wave 4 HNL PSO Advisor
Project Number: [REDACTED]

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58607

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name Future Funding Wave 4 HNL PSO Advisor

Project Number [REDACTED]

This contract is made on
between the Client and the Consultant

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the Client and the Consultant in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
HNL Scope Mott Dated 4th August 2020

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

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

Main Option	<input type="text" value="Option E"/>	Option for resolving and avoiding disputes	<input type="text" value="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 PSO Advisor of Bought in Service (post ref HNL-1-PSO-G5A-02) 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
HNL Scope Mott Dated 4th August 2020

The language of the contract is English

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

The period for reply is 2 weeks

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

The following matters will be included in the Early Warning Register

none

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

2 The Consultant's main responsibilities

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

The Consultant prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than 4 weeks

3 Time

The starting date is 02 September 2020

The Client provides access to the following persons, places and things access EA offices EA systems to be advised 02 September 2020 access date

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

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

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

4 Quality management

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

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

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

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

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

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

The exchange rates are those published in on

6 Compensation events

These are additional compensation events

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

8 Liabilities and insurance

These are additional Client's liabilities

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

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

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

Resolving and avoiding disputes

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

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

The service is affected by any of the following events

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing Consultants on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term beneficiary

Part Two - Data provided by the Consultant

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

1 General

The Consultant is
Name and company number

Mott Macdonald Limited

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)	
Job	PSO Advisor
Responsibilities	HNL-1-PSO-G5A-02
Qualifications	See CV
Experience	See CV

The key persons are

Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (3)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (4)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (5)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (6)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (7)	
Job	
Responsibilities	
Qualifications	
Experience	

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is

[REDACTED]

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

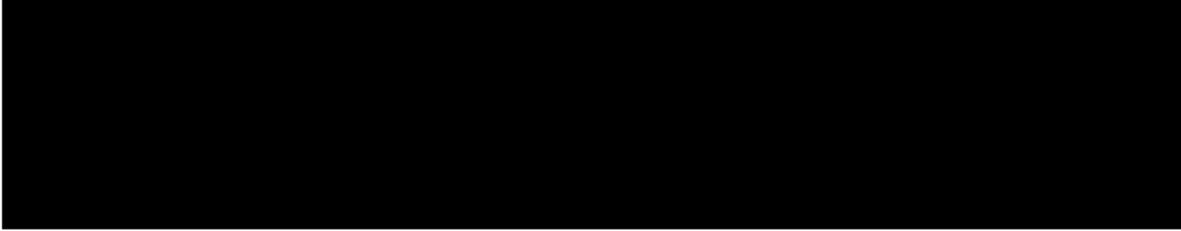
[REDACTED]

Contract Execution

Client execution

Signed under hand by

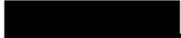
for and on behalf of the Environment Agency



Consultant execution

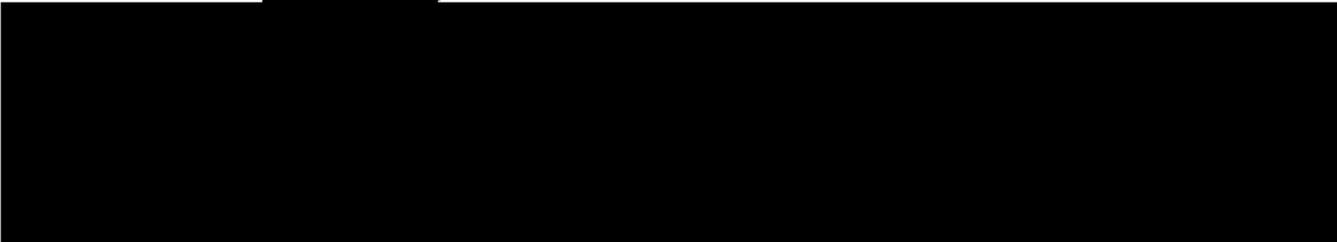
Consultant execution

Signed under hand by



for and on behalf of

Mott Macdonald Limited



ory

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Future Funding Wave 4 HNL PSO Advisor
Project SOP reference	██████████
Contract reference (Bravo)	Ecm_58607
Date	4 th August 2020
Version number	V1.0
Author	████████████████████

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
04/08/2020	HNL specific details	1.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of PSO Advisor to work as part of the *Client's* Partnership & Strategic Overview team.

Outcome Specification

2. General Outline:

- a) The secondment of a PSO Advisor ("*Consultant*") to act in accordance with Role Profile reference G5PSO attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.

Role Reference	Role Title	Role Profile Reference Number	
HNL-1-PSO-G5A-02	PSO Advisor	G5PSO	

- b) The *Consultant* may be based in a number of offices as appropriate, including but not limited to [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.

- c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference G5PSO

3. The *services* specifically excludes the following:

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

4. Site Information already available:

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

5. Specifications of standards to be used

- a) Role Profile reference G5PSO

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

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

7. Requirements of the programme

- a) Secondments will be from 2nd September 2020 to 31st March 2021.
- b) The *Consultant*'s Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

- a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Day-to-day line management. This post will report to :

Role Reference	[REDACTED]
HNL-1-PSO-G5A-02	[REDACTED]

- c) Systems access to include: [REDACTED]

ROLE Profile

Advisor, Flood & Coastal Risk Management EA Grade 5

PSO

Job Purpose

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

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

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

Representative Accountabilities

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

Typical Skills, Knowledge and Experience

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

Education, Professional Qualifications Requirements

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

Expectations for these roles

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



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

Geographical Area: East
Project Name: Future Funding Wave 4 EAN PSO Officer
Project Number: [REDACTED]

Contract Type: Professional Service Contract
Option: Option E

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Revision	Status	Originator	Reviewer	Date

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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
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Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Consultant) arising from or in connection with the Consultant Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£5 million

Resolving and avoiding disputes

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

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

The service is affected by any of the following events

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

- Mistakes or delays caused by the Consultant's failure to follow standards in Scopes/quality plans.
- Reorganisation of the Consultant's project team.
- Additional costs or delays incurred due to Consultant's failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
- 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
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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.

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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.

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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

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

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

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

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

term beneficiary

Part Two - Data provided by the Consultant

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

1 General

The Consultant is
Name and company number

Mott Macdonald Limited

Address for communications



Address for electronic communications

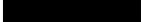


The fee percentage is



The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience


FRMP PSO Officer
FRMP-PSO-G4o-01
See CV
See CV

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is

[REDACTED]

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

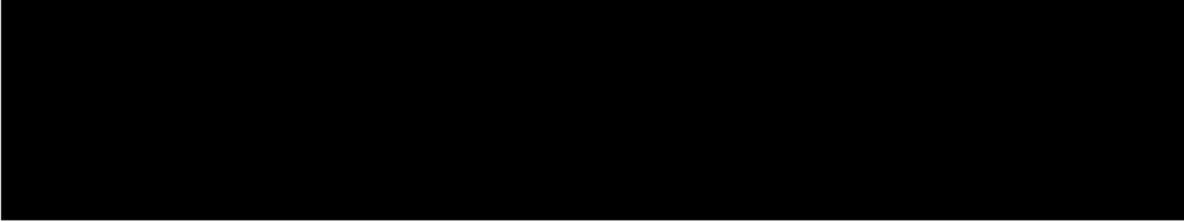
[REDACTED]

Contract Execution

Client execution

Signed under hand by

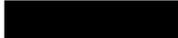
for and on behalf of the Environment Agency



Consultant execution

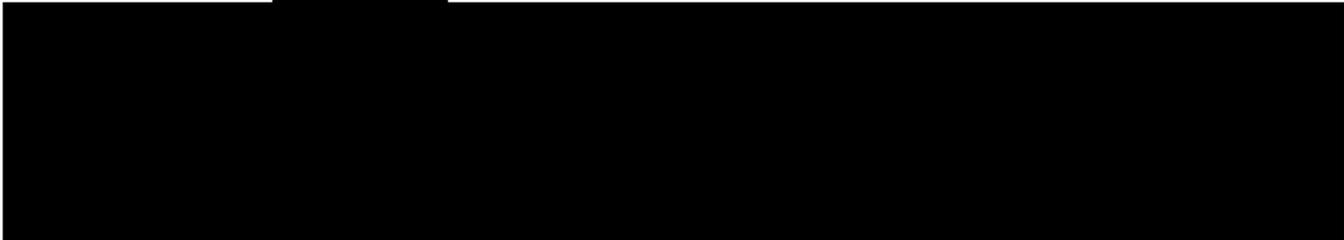
Consultant execution

Signed under hand by



for and on behalf of

Mott Macdonald Limited



ory

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Future Funding Wave 4 EAN PSO Grade 4
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Ecm_58666
Date	4 th August 2020
Version number	V1.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
04/08/2020	EAN PSO specific details	1.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of FRMP PSO Officer to work as part of the *Client's* Partnership & Strategic Overview team.

Outcome Specification

2. General Outline:
 - a) The secondment of a FRMP PSO Officer ("*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, ensuring successful outcomes are achieved.

Role Reference	Role Title	Role Profile Reference Number	
FRMP-PSO-G4O-01	FRMP PSO Officer	G4PSO	

- b) The *Consultant* may be based in a number of EA offices as appropriate, including [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.
 - c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference G4PSO
3. The *services* specifically excludes the following:
 - a) Project Executive accountability.
 - b) Internal *Client* financial approvals.
 4. Site Information already available:
 - a) The *Consultant* will be allocated projects according to need from the PSO programme and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.
 5. Specifications of standards to be used
 - a) Role Profile reference G4PSO

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

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

7. Requirements of the programme

- a) Secondments will be from 24th August 2020 to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

- a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Day-to-day line management. The post will report to :

Role Reference	[REDACTED]
FRMP-PSO-G4O-01	[REDACTED]

- c) Systems access to include: [REDACTED]

ROLE Profile

Advisor, Flood & Coastal Risk Management EA Grade 4

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: Mott Macdonald Limited
Company Number: 01243967

Geographical Area: National
Project Name: Future Funding Wave 4 NEAS SEPM
Project Number: [REDACTED]

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58608

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name Future Funding Wave 4 NEAS SEPM

Project Number [REDACTED]

This contract is made on
between the Client and the Consultant

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the Client and the Consultant in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
MID NEAS Scope Mott Dated 4th August 2020

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

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

Main Option	<input type="checkbox"/> Option E	Option for resolving and avoiding disputes	<input type="checkbox"/> W2
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Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- 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 NEAS SEPM of Bought in Service (post ref MID-NEAS-1 -SEPM-G5-01) 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
MID NEAS Scope Mott Dated 4th August 2020

The language of the contract is English

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

The period for reply is 2 weeks

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

The following matters will be included in the Early Warning Register

none

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

2 The Consultant's main responsibilities

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

The Consultant prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than 4 weeks

3 Time

The starting date is 01 September 2020

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

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

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

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

4 Quality management

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

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

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

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

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

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

The exchange rates are those published in on

6 Compensation events

These are additional compensation events

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

8 Liabilities and insurance

These are additional Client's liabilities

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

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

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
-------	-------------------	--

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

Resolving and avoiding disputes

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

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

The service is affected by any of the following events

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

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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.

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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.

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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

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term beneficiary

Part Two - Data provided by the Consultant

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

1 General

The Consultant is
Name and company number Mott Macdonald Limited

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)	
Job	Senior Environmental Project Manager
Responsibilities	MID-NEAS-1 -SEPM-G5-01
Qualifications	See CV
Experience	See CV

The key persons are

Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (3)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (4)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (5)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (6)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (7)	
Job	
Responsibilities	
Qualifications	
Experience	

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is

[REDACTED]

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

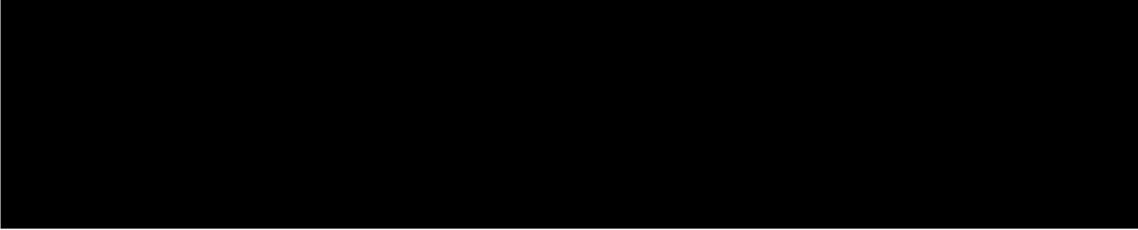
[REDACTED]

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



Consultant execution

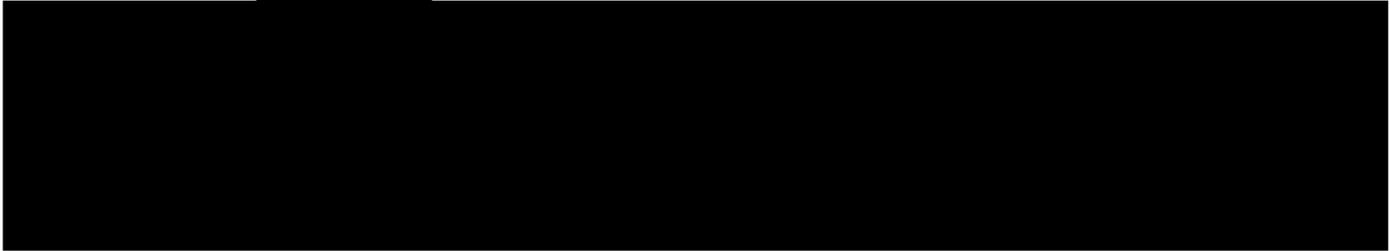
Consultant execution

Signed under hand by



for and on behalf of

Mott Macdonald Limited



Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Future Funding Wave 4 MID NEAS SEPM
Project SOP reference	██████████
Contract reference (Bravo)	ecm_58608
Date	4 th August 2020
Version number	V1.0
Author	████████████████████

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
04/08/2020	MID NEAS specific details	1.0

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of Senior Environmental Project Manager to work as part of the *Client's* NEAS team.

Outcome Specification

2. General Outline:
 - a) The secondment of a Senior Environmental Project Manager ("*Consultant*") to act in accordance with Role Profile reference NEAS SEPM attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.

Role Reference	Role Title	Role Profile Reference Number	
MID-NEAS-1 -SEPM-G5-01	Senior Environmental Project Manager	NEAS SEPM	

- b) The *Consultant* may be based in a number of EA offices as appropriate, including but not limited to [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.
- c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference NEAS SEPM

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

5. Specifications of standards to be used

a) Role Profile reference NEAS SEPM

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

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

7. Requirements of the programme

- a) Secondments will be from 1st September 2020 to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

- a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Day-to-day line management. This post will report to :

Role Reference	[REDACTED]
MID-NEAS-1 -SEPM-G5-01	[REDACTED]

- c) Systems access to include: [REDACTED]

ROLE Profile

Senior Environmental Project Manager – Bought in Service Job Role Profile National Environmental Assessment & Sustainability (NEAS) Environment Agency

Reports To: NEAS Team Leader

NEAS Benchmark Job: Senior Environmental Project Manager (Grade 5)

Job Purpose

The role project manages the assessment of environmental risks and opportunities of Environment Agency (EA) projects and strategies. Providing expert advice on Strategic Environmental Assessment (SEA) and Environmental Impact Assessment (EIA) processes and wider sustainability issues to ensure projects and programmes meet wider Environment Agency policies, objectives and legal compliance whilst remaining compliant with our agreed ways of working.

Role Description

The Senior Environmental Project Manager (SEPM) will project manage the assessment of environmental risk and opportunities of Environment Agency (EA) projects at an appropriate level.

The SEPM acts as an intelligent client for the EA in assuring the quality of environmental products and ensuring they are fit-for-purpose. The role also requires you the SEPM to ensure that socio-environmental and sustainability elements are given sufficient consideration by project teams in the appraisal of schemes and their options, and in the development of project business cases.

The SEPM provides advice on the Environmental Impact Assessment (EIA) processes, relating to / supporting assessments as required (such as Habitats Regulations, WFD), and on wider sustainability issues to ensure compliance with appropriate legislation and EA policies. If / where required, the SEPM provides advice on Strategic Environmental Assessment (SEA) of EA strategies (usually related to flood risk).

The SEPM should be a champion of the environment and seek to influence the selection and development of sustainable scheme options, the delivery of socio-environmental outcomes, and take a lead role in engagement with project environmental stakeholders (internal and external to the EA).

The SEPM ensures all work carried out by or for NEAS meets national standards that are recognised within the environmental sector.

In addition the SEPM may provide expertise in a related specific environmental discipline.

Accountabilities

1. 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 flood and coastal erosion risk management projects.
2. Keep up to date on changing legislation / best practice internally and externally, to inform internal priorities and appropriate alignment.
3. Lead or participate in projects as part of a multi-disciplinary team, providing functional / specialist input to pro-actively manage environmental risk, and seek opportunities for efficiencies, partnership working and funding, socio-environmental improvements and sustainable outcomes.
4. Build and sustain effective relationships with operational customers and partners (such as FCRM Area teams, EA Fisheries, Biodiversity and Geomorphology, PCM project managers, EA suppliers) to understand issues and provide effective response / steer to manage risk and support project development and progression.
5. Ensure all reporting procedures are adhered to Environment Agency standards.
6. Update the NEAS Principal Environmental Project Manager and Team Leader on a regular basis (monthly summary report +/-or Project Service Plan/s) on progress, issues and their input to the projects they are working on.
7. Develop clear scopes for suppliers on the environmental aspects of projects (with assistance / guidance / support from other NEAS officers as required).
8. Ensure all reporting procedures are adhered to Environment Agency standards.

Top Capabilities

- Achieves Results
- Communicates Effectively
- Environmental Awareness
- Programme and Project Management
- Legislative Knowledge
- Influence and Persuades Others

Educational Requirements

Educated to degree level or equivalent, preferably in environmental science or a related subject.

Professional Qualifications Requirements

Member of the Institute of Environmental Management and Assessment, or equivalent professional institute *.

* Desirable but not essential for suitably experienced candidates

Experience Requirements

5-10 years relevant experience directly relating the completion of all stages of the EIA from project inception through appraisal and design, and ultimately to construction of new flood risk management assets.

Environmental assessment at an operational and strategic level.

Significant experience of high quality outcomes in projects and strategies.

A working knowledge of CEEQUAL version six is desirable.

Effective communication and influencing skills are required as well as an ability to work as a key adviser within, and to, project teams and within a NEAS team of dedicated landscape architects, heritage, SEA and EIA expert advisers who make an important contribution to the planning and delivery of our projects and programmes.

Essential Additional Information

Work will be across a geographic region and so regular travel will be required.

Whilst the Agency's preferred policy is for public transport, some driving may be required and so a UK driving licence is desirable.



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

Geographical Area:
Project Name: Future Funding Wave 4 NW MEICA
Project Number: [REDACTED]

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58642

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name Future Funding Wave 4 NW MEICA

Project Number [REDACTED]

This contract is made on
between the Client and the Consultant

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the Client and the Consultant in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
NW MEICA Scope Mott Dated 4th August 2020

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

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

Main Option	<input type="checkbox"/> Option E	Option for resolving and avoiding disputes	<input type="checkbox"/> W2
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Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- 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 Bought in Service (post ref NW-5-MEICA -SE-G6-02 & NW-1-NEAS-EPM-G4-01) 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
NW MEICA Scope Mott Dated 4th August 2020

The language of the contract is English

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

The period for reply is 2 weeks

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

The following matters will be included in the Early Warning Register

none

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

2 The Consultant's main responsibilities

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

The Consultant prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than 4 weeks

3 Time

The starting date is 14 September 2020

The Client provides access to the following persons, places and things access EA offices EA systems to be advised 14 September 2020 access date

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

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

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

4 Quality management

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

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

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

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

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

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

The exchange rates are those published in on

6 Compensation events

These are additional compensation events

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

8 Liabilities and insurance

These are additional Client's liabilities

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

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

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
-------	-------------------	--

The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	E5 million in respect of each claim, without limit to the number of claims	6 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Consultant) arising from or in connection with the Consultant Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The Consultant's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£1 million

Resolving and avoiding disputes

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

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

The service is affected by any of the following events

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing Consultants on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term beneficiary

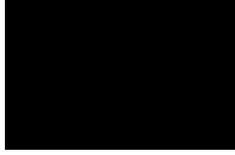
Part Two - Data provided by the Consultant

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

1 General

The Consultant is
Name and company number Mott Macdonald Limited

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)	
Job	Senior Engineer
Responsibilities	NW-5-MEICA -SE-G6-02
Qualifications	See CV
Experience	See CV

The key persons are

Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (3)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (4)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (5)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (6)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (7)	
Job	
Responsibilities	
Qualifications	
Experience	

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is

[REDACTED]

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1)

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Contract Execution

Client execution

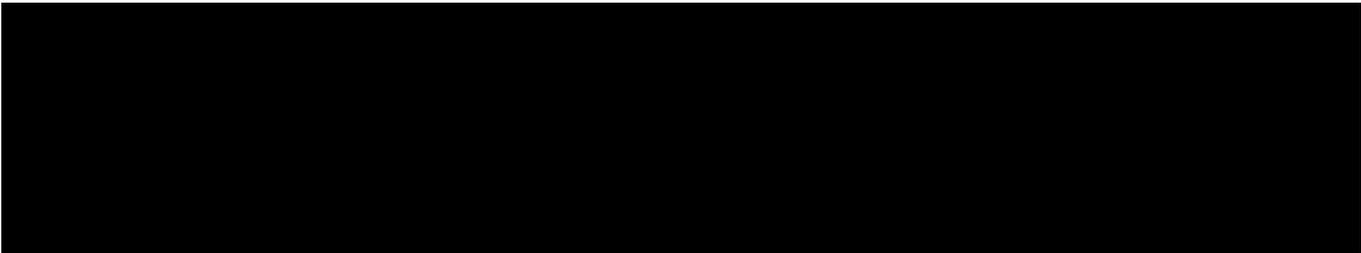
Signed under hand by _____ for and on behalf of the Environment Agency



Consultant execution

Consultant execution

Signed under hand by _____ for and on behalf of Mott Macdonald Limited



Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Future Funding Wave 4 NW MEICA Senior Engineers
Project SOP reference	[REDACTED]
Contract reference (Bravo)	ecm_58642
Date	4 th August 2020
Version number	V1.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
04/08/2020	NW MEICA specific details	1.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of Senior Advisor to work as part of the *Client's* MEICA team.

Outcome Specification

2. General Outline:
 - a) The secondment of a Senior Advisor ("*Consultant*") to act in accordance with Role Profile reference G6 Senior MEICA attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.

Role Reference	Role Title	Role Profile Reference Number	
NW-5-MEICA -SE-G6-01	Senior Advisor	G6 Senior MEICA	
NW-5-MEICA -SE-G6-02	Senior Advisor	G6 Senior MEICA	

- b) The *Consultant* may be based in a number of EA offices as appropriate, including but not limited to [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.
- c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference G6 Senior MEICA

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

5. Specifications of standards to be used
 - a) Role Profile reference G6 Senior MEICA
6. Constraints on how the *Consultant* provides the *services*
 - a) The *Consultant* is to be based [REDACTED] hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices as required.
 - b) Under current COVID-19 restrictions, the *Client's* offices are currently closed. Therefore, the *Consultant* will be expected to initially work remotely. It is the *Consultant's* responsibility to ensure that suitable DSE assessments, internet connections and safety precautions are provided.
 - c) All required travel arrangements are to be made in accordance with the latest Public Health England COVID-19 guidance.
 - d) The *Consultant* shall not work more than [REDACTED] hours per week without prior approval from the *Service Manager*.
 - e) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable.
 - f) Any time deemed necessary for the *Consultant's* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
 - g) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.
 - h) *Consultant* shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.

7. Requirements of the programme

- a) Secondments will be from 14th September 2020 to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

- a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Day-to-day line management. This post will report to :

Role Reference	[REDACTED]
NW-5-MEICA -SE-G6-01	[REDACTED]

NW-5-MEICA -SE-G6-02



c) Systems access to include:



ROLE Profile

Electrical or Mechanical Engineer / Senior Advisor

Post Type

Temporary

Working Pattern

Full Time

Job description

A Mechanical, Electrical, Instrumentation, Control and Automation (MEICA) Senior Engineer will have a relevant Electrical/Mechanical engineering qualification and professional registration in order to assure MEICA whole life asset management activity across the business. This includes the technical assurance, statutory compliance, carbon reduction and capital delivery projects. The asset portfolios served include water resources, flood risk, navigation and air quality monitoring. The role includes, providing electrical/mechanical engineering technical leadership and acting as the Senior Authorised Person for engineering matters across the area. A key activity is the risk based MEICA assurance of the business's Strategically Important Asset stock.

Providing design/technical advice ensuring compliance and staff competence across the area, together with electrical/mechanical statutory legislation for British and European standards are met for the Environment Agency's codes of practices, procedures and related guidance.

Assuring the technical capability of staff and identifying areas of technical development for the Agency. You will help to plan and deliver crucial assets, flood protection to homes, businesses and the environment; which will have an increasingly important role as we face the challenge of global climate change. Following our recent ISO55001 Asset Management accreditation, you will be working to develop a world class asset management organisation.

The team

As part of the MEICA Team you will report to the area MEICA Team Leader, acting as technical leader on MEICA activity and will participate in our response to flood incidents. You will provide technical, electrical support and be responsible for liaising with business partners and leading on actions on behalf of the area MEICA Team Leader and Operations Managers.

Experience/skills required

- Assurance of detailed design of complex MEICA structure.
- Ability to drive resilience, reliability, innovation, efficiency and quality into design.
- Supervision and testing of MEICA process installations including site work.
- Manage whole life H&S and carbon emission issues.
- Knowledge of MEICA statutory legislation, British and European standards.
- Experience leading safety/technical investigations, identifying/disseminating learning to bring about improvements in mechanical/electrical and behavioural safety.
- Knowledge of Asset Management/computer systems including computerised maintenance management systems (CMMS).
- Educated to BEng in Electrical/Mechanical Engineering.
- Influencing to persuade and bring others with you.
- Technical Leadership
- CDM 2015 and health and safety legislation.

- Experience in development and reviewing of technical standards.
- Knowledge of BIM.
- Demonstrated experience operating as the Subject Matter Expert in Electrical/Mechanical Engineering.
- Experience in the Electrical/Mechanical role of Authorising Engineer including assurance of HV/LOLER/PSSR/LEV/PUWER capability and management systems.

You will be a professionally recognised electrical engineer holding Chartered status with the IMechE or IET.

Contact and additional information

Chartered MEICA engineer registered with the Institution of Engineering and Technology (IET) or the Institution of Mechanical Engineers (IMechE).

Travel across the area and occasionally across the country is required

Level of security checks required

Basic Check

Role specific license requirements, A full UK driving licence is essential.

Role specific professional membership requirements

Registered with the Institution of Engineering and Technology (IET) and the Institution of Mechanical Engineers (IMechE) as a Chartered member.

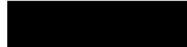


Framework:
Supplier:
Company Number:

Client Support Framework
Mott Macdonald Limited
01243967

Geographical Area:
Project Name:
Project Number:

Future Funding Wave 4 SE MEICA SE



Contract Type:
Option:

Professional Service Contract
Option E

Contract Number:

ecm_58640

Revision	Status	Originator	Reviewer	Date

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

Project Name Future Funding Wave 4 SE MEICA SE

Project Number [REDACTED]

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
SE MEICA Scope Mott Dated 4th August 2020

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

1 General

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

Main Option	<input type="checkbox"/> Option E	<input type="checkbox"/> Option for resolving and avoiding disputes	<input type="checkbox"/> 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 Senior Engineer of Bought in Service (post ref SE-MEICA-SE-G60-02) 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
SE MEICA Scope Mott Dated 4th August 2020

The *language of the contract* is English

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

The *period for reply* is 2 weeks

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

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

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

2 The Consultant's main responsibilities

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

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than 4 weeks

3 Time

The *starting date* is 17 August 2020

The *Client* provides access to the following persons, places and things
 access *access date*
 EA offices to be advised
 EA systems 17 August 2020

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

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

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

4 Quality management

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

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

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

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

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



The *exchange rates* are those published in on

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accorda
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	6 years

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	Which ever is the greater of 12 months £5m or the amount required by law in respect of each claim, without limit to the number of claims
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
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 result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term *beneficiary*

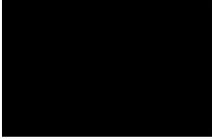
Part Two - Data provided by the Consultant

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

1 General

The Consultant is

Name and company number Mott Macdonald Limited

Address for communications 

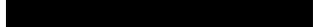
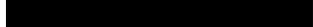
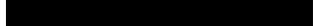
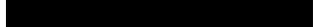
Address for electronic communications 

The fee percentage is 

The key persons are

Name (1) 
Job Senior Engineer
Responsibilities SE-MEICA-SE-G60-02
Qualifications See CV
Experience See CV

The key persons are

Name (2) 
Job 
Responsibilities 
Qualifications 
Experience 

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (7)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is

[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

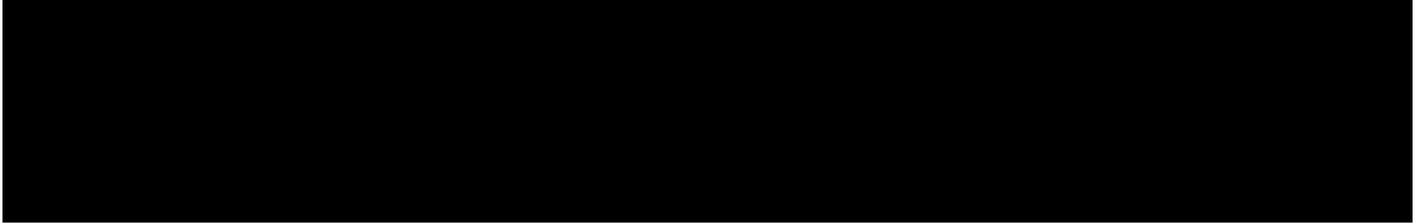
[REDACTED]

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



Consultant execution

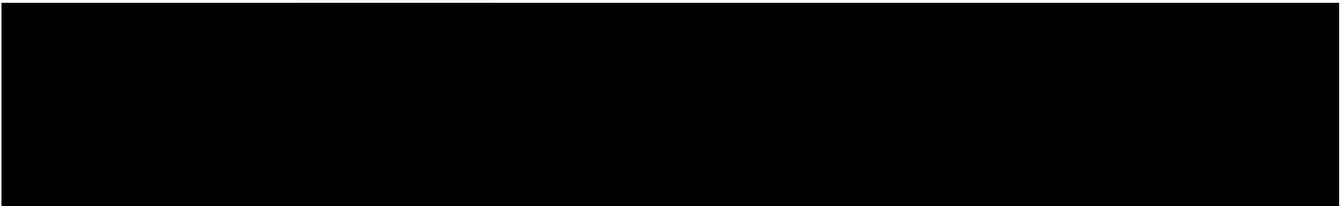
Consultant execution

Signed under hand by



for and on behalf of

Mott Macdonald Limited



Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Future Funding Wave 4 SE MEICA Senior Mechanical Engineer
Project SOP reference	██████████
Contract reference (Bravo)	ecm_58640
Date	4 th August 2020
Version number	V1.0
Author	████████████████████

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
04/08/2020	SE MEICA specific details	1.0

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of Senior Advisor to work as part of the *Client's* MEICA team.

Outcome Specification

2. General Outline:
 - a) The secondment of a Senior Advisor ("*Consultant*") to act in accordance with Role Profile reference G6 Senior MEICA attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.

Role Reference	Role Title	Role Profile Reference Number	
SE-MEICA-SE-G6O-02	Senior Advisor	G6 Senior MEICA	

- b) The *Consultant* may be based in a number of EA offices as appropriate, including but not limited to [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.
 - c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference G6 Senior MEICA
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 programme and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.
 5. Specifications of standards to be used
 - a) Role Profile reference G6 Senior MEICA

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

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

7. Requirements of the programme

- a) Secondments will be from 17th August 2020 to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

- a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.
- b) Day-to-day line management. This post will report to :

Role Reference	[REDACTED]
SE-MEICA-SE-G6O-02	[REDACTED]

- c) Systems access to include: [REDACTED]

ROLE Profile

Electrical or Mechanical Engineer / Senior Advisor

Post Type

Temporary

Working Pattern

Full Time

Job description

A Mechanical, Electrical, Instrumentation, Control and Automation (MEICA) Senior Engineer will have a relevant Electrical/Mechanical engineering qualification and professional registration in order to assure MEICA whole life asset management activity across the business. This includes the technical assurance, statutory compliance, carbon reduction and capital delivery projects. The asset portfolios served include water resources, flood risk, navigation and air quality monitoring. The role includes, providing electrical/mechanical engineering technical leadership and acting as the Senior Authorised Person for engineering matters across the area. A key activity is the risk based MEICA assurance of the business's Strategically Important Asset stock.

Providing design/technical advice ensuring compliance and staff competence across the area, together with electrical/mechanical statutory legislation for British and European standards are met for the Environment Agency's codes of practices, procedures and related guidance.

Assuring the technical capability of staff and identifying areas of technical development for the Agency. You will help to plan and deliver crucial assets, flood protection to homes, businesses and the environment; which will have an increasingly important role as we face the challenge of global climate change. Following our recent ISO55001 Asset Management accreditation, you will be working to develop a world class asset management organisation.

The team

As part of the MEICA Team you will report to the area MEICA Team Leader, acting as technical leader on MEICA activity and will participate in our response to flood incidents. You will provide technical, electrical support and be responsible for liaising with business partners and leading on actions on behalf of the area MEICA Team Leader and Operations Managers.

Experience/skills required

- Assurance of detailed design of complex MEICA structure.
- Ability to drive resilience, reliability, innovation, efficiency and quality into design.
- Supervision and testing of MEICA process installations including site work.
- Manage whole life H&S and carbon emission issues.
- Knowledge of MEICA statutory legislation, British and European standards.
- Experience leading safety/technical investigations, identifying/disseminating learning to bring about improvements in mechanical/electrical and behavioural safety.
- Knowledge of Asset Management/computer systems including computerised maintenance management systems (CMMS).
- Educated to BEng in Electrical/Mechanical Engineering.
- Influencing to persuade and bring others with you.
- Technical Leadership
- CDM 2015 and health and safety legislation.

- Experience in development and reviewing of technical standards.
- Knowledge of BIM.
- Demonstrated experience operating as the Subject Matter Expert in Electrical/Mechanical Engineering.
- Experience in the Electrical/Mechanical role of Authorising Engineer including assurance of HV/LOLER/PSSR/LEV/PUWER capability and management systems.

You will be a professionally recognised electrical engineer holding Chartered status with the IMechE or IET.

Contact and additional information

Chartered MEICA engineer registered with the Institution of Engineering and Technology (IET) or the Institution of Mechanical Engineers (IMechE).

Travel across the area and occasionally across the country is required

Level of security checks required

Basic Check

Role specific license requirements, A full UK driving licence is essential.

Role specific professional membership requirements

Registered with the Institution of Engineering and Technology (IET) and the Institution of Mechanical Engineers (IMechE) as a Chartered member.