



Framework:	Client Support Framework
Supplier:	Mott Macdonald Limited
Company Number:	[REDACTED]
Geographical Area:	National
Project Name:	National Operations Navigation Team Usage Monitoring Project Manager
Project Number:	ENV0003764C
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	project_33177

Revision	Status	Originator	Reviewer	Date

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

Project Name National Operations Navigation Team Usage Monitoring Project Manager

Project Number ENV0003764C

This contract is made on 26 July 2021
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

Part One - Data provided by the *Client*

**Statements given in
all Contracts**

1 General

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

Main
Option

Option E

Option for resolving and
avoiding disputes

W2

Secondary Options

X2: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of liability

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

Z: *Additional conditions of contract*

The *service* is Fulfill the role of Usage Monitoring Project Manager in support of the National Operations Navigation Team.

The *Client* is Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The Scope is in
Navigation_Usage_Monitoring_PM_Scope v1 dated 26 April 2021

The *language of the contract* is English

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

The *period for reply* is 2 weeks

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

The following matters will be included in the Early Warning Register

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

2 The Consultant's main responsibilities

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

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

3 Time

The *starting date* is 26 July 2021

The *Client* provides access to the following persons, places and things
 access *access date*

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

The *completion date* for the whole of the *service* is 29 July 2022

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

4 Quality management

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

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

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

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

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

The *exchange rates* are those published in on

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st July 2021 and 31st August 2021
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

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

Resolving and avoiding disputes

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

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

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

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X10: Information modelling

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

OPTION X18: Limitation of liability

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

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.

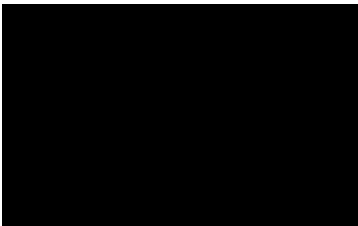
1 General

The Consultant is

Name and company number

Mott Macdonald Limited

Address for communications



Address for electronic communications

The fee percentage is

Option E

█

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

█
Project Manager
Project Management of Nav Usage project
Prince2, CSCS, BA Hons,
6+ years

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (7)
Job
Responsibilities

Qualifications
Experience

The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications
Mott Macdonald
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
Address for communications
Mott Macdonald
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications
[REDACTED]

X10: Information Modelling

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

Contract Execution

Client execution

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

Signature

Consultant execution

Consultant execution

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

Signature	Role

NEC4 professional services contract (PSC)

412_13_SD02

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	National Operations Navigation Team Usage Monitoring Project Manager
Project SOP reference	ENV0003764C
Contract reference	project_33177
Date	26/04/2021
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number
26/04/2021		1

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The services are to be compliant with the version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	8	08/01/2018

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 as follows.

1. Description of the work:

Objective

Provide a project manager to set up and run a usage monitoring project for the EA Navigation function which will enable us to ascertain information about visits to waterways and usage of the assets.

The project manager will lead the project to develop, design and initiate a monitoring programme, including identifying the equipment and locations, establishing the data collection and data management methodology; seek approval and assurance for the preferred option, develop options for the route to market and oversee the installation and setup of the equipment.

(The procurement of the chosen technology will be undertaken by the Environment Agency.)

Context/ Problem statements

The EA Navigations provide a wide range of public benefits. These include recreation, health and wellbeing, biodiversity, economic as well as benefits to water resources and flood protection which come through the multifunctional aspect of many of our assets. Being able to quantify and evaluate these benefits is key to justifying the resource and investment required to manage and operate the 1000+km of waterways that make up our navigations.

A central part of our strategic ambition is to increase accessibility and participation (both diversity and numbers) by helping more people connect with their waterways.

We are lacking local data about visits to our waterways and the usage of our assets. This is something we wish to address by a range of methods, including surveys and stakeholder engagement, use of automated/remote technologies for counting footfall and asset use and analysis of existing data.

The project should consider which of the following questions can be addressed cost effectively through automated data logging.

- How many people visit each EA waterway?
- When do they visit?
- What is the nature of their visit?
- Duration and extent of their visit?
- Specific locations that they visit?
- What use do they make of EA assets?
- What caused them to visit?
- Socio-economic demographics of visitors to EA waterways?
- How much do visitors spend/invest in visiting EA waterways?

Requirements

The *Consultant* shall undertake:

- **Planning Activities**
- Explore the available automated/remote technologies for counting footfall and asset use.

- This could range from counting foot traffic at our sites to counting the number of times a lock, mooring, canoe portage or slipway is used for boat passage.
- The technology installed should enable us to understand where our 'honeypot sites' are (i.e. sites that attract a great deal of visits) and where anti-social behaviour is evident with a view to enabling us to predict/ prevent/ manage that better in other locations.
- Where possible we would like to gather more than one dimensional data, meaning that ideally we would prefer technology that can not only count but also determine what is being counted (e.g. pedestrian. cyclist, or where on the river, type of boat).
- Data that helps us to ultimately improve our environmental credentials would be advantageous – e.g. fuel type of boats.
- Consider the seasonal usage of the waterways during the design and data gathering.
- Consider whether we could also monitor water usage as it could help with potential green bonds if we understood water usage saved through asset investment.

- Identify the locations for monitoring equipment.

-

Consideration shall be given to

- Best solutions for maximising the number of sites at which recording could take place concurrently.
 - Whether additional data logger functionality might add important value (e.g. recording ambient air temperature and/or water levels or photo traps to provide imagery – with due consideration for GDPR).
 - Passive equipment is probably preferable but where options offer versatility of locations, ease of portability to facilitate deployment by non-specialist staff at a numerous sites.
 - Security of data (e.g. on-board storage v remote transmission).
 - Robustness and tamper-resistance.
 - It is likely that some monitoring sites will be off-grid – consideration of sustainable power supply and/or battery longevity will be required.
- Establish how the data will be gathered and recorded routinely and who will own and maintain the equipment
 - Any equipment and communications methods need to be compatible with our EA systems. Data loggers would need the data to be collected routinely (monthly, 3 monthly). Equipment must enable us to easily baseline the data set and report against it at regular intervals.
 - Consider and agree where the data would reside – there would be a need an archive to store the data, and either the telemetry data or logger. Data would need to be transferred to this archive.
 - Consideration should also be given to validating the data on the archives.
 - Work with the EA teams to ensure the ongoing maintenance and management of the installations are incorporated into plans and budgets. Consider bringing a Hydrology & Telemetry Senior User onto the project to smooth this into the business.

- **Assurance Activities**

- Develop a business case. Secure funding and FSoD.

- **Delivery Activities**

- Work with DGC (DEFRA Group Commercial) to review whether our existing framework suppliers can provide the equipment or whether an alternative supply route is required. Develop the scopes to support the procurement of the equipment.

- Project manage the installation of the new technology including arranging the wayleaves and permissions to put instrumentation in by working with the teams that will run the sites, and the estates teams to set up permissions with landowners.
- Agree and set up ongoing data management and equipment maintenance processes.
- Before closing the project, ensure the equipment is working as expected and the data will be meaningful and acceptable to the EA. Train and transition EA staff to make the data collection and equipment maintenance 'business as usual'.

Key Deliverables

- Assured business case which sets out the preferred option and rationale for the recommendation.
- Safely installed and secured monitoring equipment at the chosen sites. (Consult the 'Flood Warning Expansion Project' for current advice and best practice.)
- An agreed 'Business as usual' data and equipment management plan.

When approaching this task the *Consultant* shall:

- Bring in experience and advise from across the supply chain and other similar organisations.
- As an indication, we expect this commission to utilise approximately one FTE for approximately 4-5 months to establish and undertake the planning and assurance activities. Then we expect the utilisation to reduce to 2 or 3 days per week during the installation phase (~a further 6 months) and to approx. 1 day per week during the transition to business as usual (a further 2 months).

2. Engagement Required

The *Consultant* shall:

- Engage and utilise the experience and intelligence of local teams, other EA departments and other organisations where appropriate (e.g. potential link to the National Telemetry service or Future Of National Telemetry (FONT) if telemetry required.)
- Periodic (weekly) catch-ups with the *Service Manager* plus a brief summary for monthly board meetings as and when required.

Governance

- This project will be led by [REDACTED] in the Environment & Business Directorate.
- Where possible existing governance arrangements should be used to seek agreement and endorsement of decisions required. Where impacts and decisions solely relate to the Navigation function, the Navigation Assets Board (which sits monthly) will be the initial governance board. This board escalates to a sponsoring group and ultimately the E&B Business Board.
- For wider, cross cutting issues which may materialise, we would use the Asset Management Sub Portfolio Board initially. This Board escalates to the FCRM Business Board but is taking a view of corporate Asset management related issues.

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

The *Consultant's* Project Manager is not to delegate their duties or powers without prior written agreement from the *Client*.

4. Specifications or standards to be used

Health, safety and welfare is of paramount importance to the *Client* and one of the objectives for the contract is that the works should be undertaken in a manner that achieves highest possible standards. Health, safety and welfare provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The *Consultant* will take reasonable steps, when considering documents supplied to them by all parties, that the management arrangements adopted for safety are suitable.

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

7.1 Training to be provided by the *Client*

None

7.2 Data and information management and intellectual property rights

All of the data listed as being supplied to the supplier as part of this study remains the Intellectual Property of the *Client*.

7.3 Data custodianship

The data custodian for project deliverables from this commission will be stored within the *Client's* National Navigation Team SharePoint site. Access will be provided as required.

7.4 Licensing information

None

7.5 Metadata

None

7.6 Data security

None

7.7 Timesheets

Timesheets as normally utilised by the *Consultants* shall be submitted with fee notes unless otherwise agreed with the *Client's* project manager. Electronic submissions would be acceptable.

7.8 Payment procedure

Payment is subject to the procedure agreed in or under the framework.

7.9 Quality

The quality management system complies with the requirements of ISO9001 and ISO14001.

Appendix 1 BIM Protocol – Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan requires verifying by the *Consultant* unless it is referenced elsewhere within the *Scope*.

www.Pow.bim4.info