



**Framework:** Client Support Framework  
**Supplier:** AECOM Limited  
**Company Number:** 01846493

**Geographical Area:**  
**Project Name:** Future Funding Wave 4 NAT FCRM Senior Advisor  
**Project Number:** [REDACTED]

**Contract Type:** Professional Service Contract  
**Option:** Option E

**Contract Number:** ecm\_58780

Revision	Status	Originator	Reviewer	Date

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

**Project Name** Future Funding Wave 4 NAT FCRM Senior 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  
NAT FCRM Scope AECOM 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 Option E Option for resolving and avoiding disputes W2

Secondary Options

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

The *service* is Supply of Senior Advisor Grade 6 (post ref ANPM-FCRMDIR-G6-01 ) 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](mailto: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  
NAT FCRM Scope AECOM 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 14 September 2020

The Client provides access to the following persons, places and things  
access access date  
EA offices to be advised  
EA systems 14 September 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 accordance
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 <i>Service</i>	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£5 million

## Resolving and avoiding disputes

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

AECOM Limited

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)



Job

FCRM Senior Advisor

Responsibilities

ANPM-FCRMDIR-G6-01

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
- Managing and mitigating the impact of Covid 19 and working in accordance

**3 Time**

The programme identified in the Contract Data is

██████████

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

Name (1) ██████████  
Address for communications

██████████

Address for electronic communications

████████████████████

Name (2) ██████████  
Address for communications

██████████

Address for electronic communications

████████████████████

Classification: Internal

## Contract Execution

*Client* execution

Signed under hand by

for and on behalf of the Environment Agency



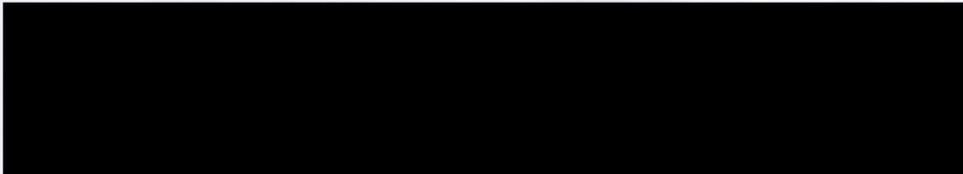
*Consultant* execution

*Consultant* execution

Signed under hand by

for and on behalf of

AECOM Limited



# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave ANPM FCRM Senior Advisor
Project SOP reference	██████████
Contract reference (Bravo)	Ecm_58780
Date	4 <sup>th</sup> August 2020
Version number	V1.0
Author	Bernadette Weaver

## Revision history

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

customer service line  
03708 506 506

[www.environment-agency.gov.uk](http://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 an ANPM FCRM Senior Advisor Grade 6 to work as part of the *Client's* Asset Performance team.

### Outcome Specification

2. General Outline:
  - a) The secondment of an ANPM FCRM Senior Advisor Grade 6 ("*Consultant*") to act in accordance with Role Profile reference FCRMDIR ANPM 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	
ANPM-FCRMDIR-G6-01	ANPM FCRM Senior Advisor	FCRMDIR ANPM	

- b) The *Consultant* may be based in a number of offices as appropriate as this is a national role, 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 FCRMDIR ANPM

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 FCRM Team 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 FCRMDIR ANPM

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

- a) The *Consultant* is to be based (██████████ hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices 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 (██████████) 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 14<sup>th</sup> September 2020 to 31<sup>st</sup> March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31<sup>st</sup> 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 :
- c)

Role Reference	
ANPM-FCRMDIR-G6-01	

d) Systems access to include:



## ROLE Profile

### FCRM Senior Advisor, Benefits Realisation (Portfolio Performance)

#### Role Description:

Bringing experience into the Agency around Portfolio, Programme and Project benefits realisation

Reviewing existing processes and identifying improvements and new ways of working

Able to assist in driving business change or setting out a plan for driving business change

Bringing in experience of benefits realisation in other organisations

Potential to also help suggest further improvements around risk and issues management at a portfolio level

#### Skills:

Experience of benefits management in other organisations

Experience of benefits management at portfolio level (and ideally how that links to project and programme level)

Ideal would be also with experience of introducing improved benefits management into an organisation

Ideal would also be any knowledge around risk and issue management across a portfolio

#### Role Profile:



109\_17.pdf



**Framework:** Client Support Framework  
**Supplier:** AECOM Limited  
**Company Number:** 01846493

**Geographical Area:**  
**Project Name:** Future Funding Wave 4 NAT TS PM2  
**Project Number:** [REDACTED]

**Contract Type:** Professional Service Contract  
**Option:** Option E

**Contract Number:** ecm\_59289

Revision	Status	Originator	Reviewer	Date

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

**Project Name** Future Funding Wave 4 NAT TS PM2

**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  
NAT TS Scope AECOM Dated 4th August 2020

**Part One - Data provided by the Client**  
**Statements given in  
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**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
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Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
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- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *service* is Supply of Framework Manager (post ref NAT-2-TS-PM2-G5A-02) resource to support the EA's portfolio Assurance team 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](mailto:enquiries@environment-agency.gov.uk)

The *Service Manager* is [REDACTED]

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the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The *period for reply* is 2 weeks

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The following matters will be included in the Early Warning Register  
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*condition* to be met *key date*  
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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.

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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.

## **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 AECOM Limited

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)	
Job	Project Manager
Responsibilities	NAT-2-TS-PM2-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 arrangement:  
Managing and mitigating the impact of Covid 19 and working in accordance

### 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]

Classification: Internal

## Contract Execution

### *Client execution*

Signed under hand by

for and on behalf of the Environment Agency



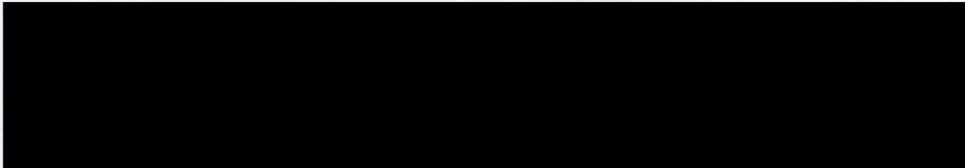
### *Consultant execution*

### *Consultant execution*

Signed under hand by

for and on behalf of

AECOM Limited



# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave 4 NAT TS PM2
Project SOP reference	██████████
Contract reference (Bravo)	Ecm_59289
Date	4 <sup>th</sup> 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	NAT TS specific details	1.0

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of a PM2 to work as part of the *Client's* Asset Management team.

### Outcome Specification

2. General Outline:
  - a) The secondment of a Project Manager ("*Consultant*") to act in accordance with Role Profile reference PM2 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	
NAT-2-TS-PM2-G5A-02	Project Manager	PM2	

- b) The *Consultant* may be based in a number of offices as appropriate as this is a national role. 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 PM2
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 Asset management 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 PM2

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 19<sup>th</sup> October 2020 to 31<sup>st</sup> March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31<sup>st</sup> 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]
NAT-2-TS-PM2-G5A-02	[REDACTED]

- c) Systems access to include: Standard access to EA systems and drives as required

## **ROLE Profile**

### **Project Manager - PCM EA Grade 5 (PM2)**

#### **Job Purpose**

The Project Manager 2 role provides project management services within our Operational Teams and provides mentoring to junior project managers, where required.

#### **Role description**

The role of Project Manager will be expected to undertake the following:

- Manage the delivery of medium risk multi-disciplinary projects within the constraints of an agreed budget, programme, and quality criteria, to achieve successful outcomes.
- Contribute to the development and delivery of the departmental business plan, providing professional / technical expertise to support operational priorities in line with legislation, Environment Agency policy and required environmental outcomes.
- Guide, advise and support team members to resolve local issues and incidents, so that decisions are made on sound technical grounds and in line with best practice and timeframes.
- Monitor progress of work, identify gaps in the delivery of priorities and take remedial action to enhance the service; for the appropriate reallocation of time and effort.
- Identify and produce required documentation and reports to agreed quality standards to support operational work, management decisions, public enquiries, court appeals etc, so that information, evidence and Environment Agency interests are accurately and effectively presented.
- Contribute to the successful implementation of emergency plans, including acting as 'site controller' during incidents to deliver effective, timely and safe response to emergency incidents.
- Participate in or lead local projects and working groups to achieve well planned and managed integrated solutions that progress effective change and improvement in the organisation and support the best environmental outcomes.
- Seek to influence customers and build strong partnerships internally and externally to maintain a positive reputation, response and effective resolution of issues.
- Encourage and develop a safety conscious culture within the team to deliver work programmes without risk to the health & safety of the team or any other individual
- Provide leadership and mentoring to other Client staff where required.

#### **Education, Professional Qualifications Requirements**

The individuals proposed for the role of Project Manager 2 shall demonstrate:

- A minimum of four years' project management experience
- A project management qualification such as PRINCE2 or APM
- A relevant degree such as in civil engineering, environmental science or geography
- Strong history in both contract (NEC3 and 4) and project management.
- A member of or working towards a related professional body, preferably chartered
- A record of delivering projects successfully including working on civil engineering projects.
- The ability to bring big-picture thinking that improves the methods, behaviours and processes.

- A full driving licence, as some travel is involved

### **Expectations for this role**

- 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:** AECOM Limited  
**Company Number:** 01846493

**Geographical Area:**  
**Project Name:** Future Funding Wave 4 NW NEAS SLA  
**Project Number:** [REDACTED]

**Contract Type:** Professional Service Contract  
**Option:** Option E

**Contract Number:** ecm\_58778

Revision	Status	Originator	Reviewer	Date

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

**Project Name** Future Funding Wave 4 NW NEAS SLA

**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 NEAS Scope AECOM 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  Option for resolving and avoiding disputes

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 Business Change Managers (post ref BCM-5-CM-G6-01 & BCM-5-CM-G6-02 ) 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](mailto: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 NEAS Scope AECOM 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 03 August 2020

The Client provides access to the following persons, places and things		access date
access		
EA offices	to be advised	
EA systems	03 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 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 accordan
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 <i>Service</i>	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£5 million

## Resolving and avoiding disputes

The <i>tribunal</i> is	litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	<a href="#">'to be confirmed'</a>
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*.

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Delete existing clause 51.2 and insert the following:

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- 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.
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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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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.

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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

### 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

AECOM Limited

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)



Job

Senior Landscape Architect

Responsibilities

NW-1-NEAS-SLA-G5-02

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 arrangement:  
Managing and mitigating the impact of Covid 19 and working in accordance

**3 Time**

The programme identified in the Contract Data is

██████████

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

Name (1) ██████████  
Address for communications

██████████

Address for electronic communications

████████████████████

Name (2) ██████████  
Address for communications

██████████

Address for electronic communications

████████████████████

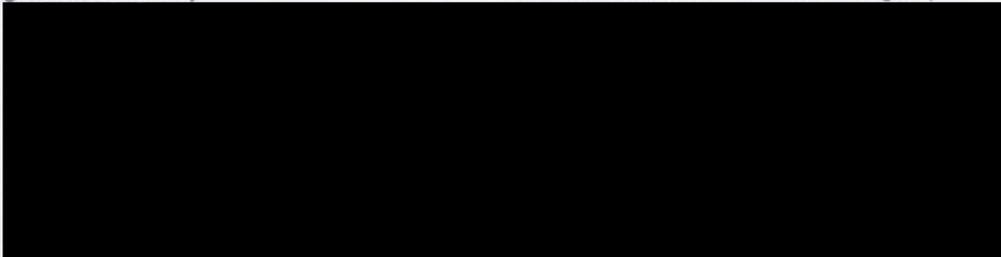
Classification: Internal

## 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

AECOM Limited



# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave 4 NW NEAS SLA
Project SOP reference	██████████
Contract reference (Bravo)	ecm_58778
Date	4 <sup>th</sup> 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	NW NEAS specific details	1.0

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of a Senior Landscape Architect to work as part of the *Client's* NEAS team.

### Outcome Specification

2. General Outline:
  - a) The secondment of Project Managers and a Landscape Architect ("*Consultant*") to act in accordance with Role Profile references NEAS SLA 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-1-NEAS-SLA-G5-02	Senior Landscape architect	NEAS SLA	

- 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 references NEAS SLA
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 references NEAS SLA

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 3<sup>rd</sup> August 2020 to 31<sup>st</sup> March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31<sup>st</sup> 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-1-NEAS-SLA-G5-02	[REDACTED]

- c) Systems access to include: [REDACTED]

## **ROLE Profile**

### **Senior Landscape Architect – Bought in Service Job Role Profile National Environmental Assessment & Sustainability (NEAS) Environment Agency**

**Reports To:** NEAS Team Leader

**NEAS Benchmark Job:** Senior Landscape Architect (Grade 5)

#### **Job Purpose**

This role provides the landscape architecture support to enable delivery of Environment Agency river and coastal flood risk projects and strategies, which meet national standards. In addition the post holder will provide expert advice on environmental and sustainability issues to clients to ensure projects and programmes meet wider Environment Agency objectives and are compliant with our agreed ways of working.

#### **Role Description**

The consultancy advice supplied will ensure we take full account of our landscape duties and Corporate Plan requirements, including out carbon targets, when appraising, designing and constructing our schemes.

The role is to provide advice to project teams developing capital schemes and strategies, primarily to manage flood risk. This will include in being proactively involved in defining the scope and input to procurement and bid evaluation and quality assuring landscape and environmental design consultancy work. The “Bought in Service” (BIS) consultant will form a key member of a wider “virtual team” of landscape architects in other NEAS teams based elsewhere in England.

Your advice will help manage landscape risks to projects, identify opportunities and deliver innovative, cost-effective environmental outcomes to major civil engineering infrastructure projects.

Applicants should have a good knowledge and experience of strategic and landscape scale planning, green infrastructure, strategic approaches for developing multiple outcomes, landscape design and a thorough understanding of the requirements progressing to the preparation of landscape contract documentation and administration.

You will need to have effective communication and influencing skills and be able to work as a key adviser to project teams. You will work within a team of dedicated landscape architects, heritage, SEA and EIA expert advisers.

The consultant will be expected to support landscape visioning work in the north working closely with the NEAS Landscape Visioning Lead and the local Senior Landscape Architects.

## **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 Senior Landscape Architect / Principal Landscape Architect 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.

## **Top Capabilities**

- Achieves Results
- Legislative Knowledge
- Environmental Awareness
- Focuses on efficiency, innovation and quality

## **Educational Requirements**

Educated at least to degree and graduate level (or equivalent) in a relevant discipline.

## **Professional Qualifications Requirements**

Chartered Member of the Landscape Institute with a minimum of six years post CMLI experience.

## **Experience Requirements**

The BIS consultant should have sound knowledge and experience of landscape planning, design and construction, green infrastructure, and of strategic landscape approaches for developing and delivering multiple environmental and social benefits

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:** AECOM Limited  
**Company Number:** 01846493

**Geographical Area:** Midlands  
**Project Name:** Future Funding Wave 4 WMD PSO Advisor  
**Project Number:** [REDACTED]

**Contract Type:** Professional Service Contract  
**Option:** Option E

**Contract Number:** ecm\_58600

Revision	Status	Originator	Reviewer	Date

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

**Project Name** Future Funding Wave 4 WMD 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  
WMD Scope AECOM 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
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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 (post ref WMID-1-PSO-G5A-01) resource to support the EA's capital programme for 2020/21.

The *Client* is Environment Agency

Address for communications Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications [enquiries@environment-agency.gov.uk](mailto:enquiries@environment-agency.gov.uk)

The *Service Manager* is [REDACTED]

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

Address for electronic communications [REDACTED]

The *Scope* is in  
WMD Scope AECOM 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 10 August 2020

The *Client* provides access to the following persons, places and things  
access *access date*  
EA offices to be advised  
EA systems 10 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 [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 accordan
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 £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£5 million

## Resolving and avoiding disputes

The <i>tribunal</i> is	litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	<a href="#">'to be confirmed'</a>
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 AECOM Limited

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)	
Job	PSO Advisor
Responsibilities	WMID-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.  
Managing and mitigating the impact of Covid 19 and working in accordance

### 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]

Classification: Internal

## 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

AECOM Limited



# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave 4 WMD PSO Advisor
Project SOP reference	██████████
Contract reference (Bravo)	Ecm_58600
Date	4 <sup>th</sup> 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	WMD specific details	1.0

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of a PSO Advisor Grade 5 to work as part of the *Client's* Partnerships & Strategic Overview team.

### Outcome Specification

2. General Outline:
  - a) The secondment of 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	
WMD-1-PSO-G5A-02	PSO Advisor	G5PSO	

- 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 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 10<sup>th</sup> August 2020 to 31<sup>st</sup> March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31<sup>st</sup> 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]
WMD-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 enquiries, both written and verbally

##### **Representative Accountabilities**

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

### **Typical Skills, Knowledge and Experience**

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

### **Education, Professional Qualifications Requirements**

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

### **Expectations for these roles**

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



**Framework:** Client Support Framework  
**Supplier:** AECOM Limited  
**Company Number:** 01846493

**Geographical Area:** North East  
**Project Name:** Future Funding Wave 4 YOR AP Officer  
**Project Number:** [REDACTED]

**Contract Type:** Professional Service Contract  
**Option:** Option E

**Contract Number:** ecm\_58779

Revision	Status	Originator	Reviewer	Date

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

**Project Name** Future Funding Wave 4 YOR AP Officer

**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  
YOR Scope AECOM 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 Option E Option for resolving and avoiding disputes W2

Secondary Options

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

The *service* is Supply of AP Officer Grade 4 (post ref YOR-AP-G4-03 ) resource to support the EA's capital programme for 2020/21.

The *Client* is Environment Agency

Address for communications Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications [enquiries@environment-agency.gov.uk](mailto: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  
YOR Scope AECOM 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 01 September 2020

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

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

The completion date for the whole of the service is 31 August 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 accordan
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 <i>Service</i>	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£5 million

## Resolving and avoiding disputes

The <i>tribunal</i> is	litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	<a href="#">'to be confirmed'</a>
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

AECOM Limited

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)



Job

AP Officer Grade 4

Responsibilities

YOR-AP-G4-03

Qualifications

See CV

Experience

See CV

The key persons are

Name (2)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (3)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (4)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (5)

Job

Responsibilities

Qualifications

Experience

The key persons are

Name (6)

Job

Responsibilities

Qualifications

Experience

The *key persons* are

- Name (7)
- Job
- Responsibilities
- Qualifications
- Experience

The following matters will be included in the Early Warning Register

Travel expenses are not included due to the current Covid 19 arrangement:  
Managing and mitigating the impact of Covid 19 and working in accordance

**3 Time**

The programme identified in the Contract Data is

██████████

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

Name (1) ██████████  
Address for communications

██████████

Address for electronic communications

████████████████████

Name (2) ██████████  
Address for communications

██████████

Address for electronic communications

████████████████████

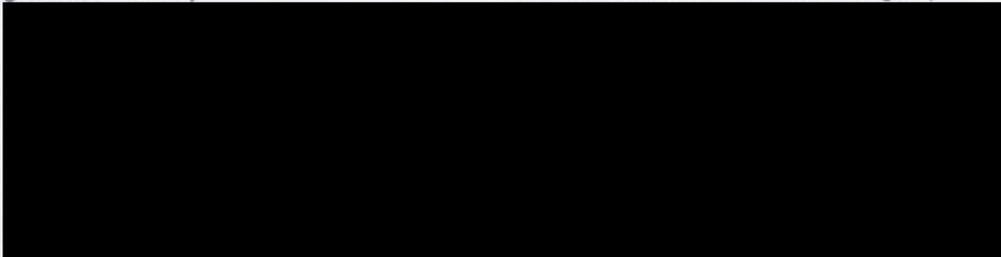
Classification: Internal

## 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

AECOM Limited



## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of an AP Officer Grade 4 to work as part of the *Client's* Asset Performance team.

### Outcome Specification

2. General Outline:
  - a) The secondment of an AP Officer Grade 4 ("*Consultant*") to act in accordance with Role Profile reference G4AP 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	
YOR-AP-G4-03	AP Officer Grade 4	G4AP	

- 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 G4AP
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 Asset Performance Team 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 G4AP

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 1<sup>st</sup> September 2020 to 31<sup>st</sup> August 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31<sup>st</sup> August 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 :
- c)

Role Reference	[REDACTED]
YOR-AP-G4-03	[REDACTED]

- d) Systems access to include: [REDACTED]

## **ROLE Profile**

### **Officer, Flood & Coastal Risk Management      EA Grade 4**

#### **Asset Management**

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

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

#### **Job Purpose**

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

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

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

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

#### **Representative Accountabilities**

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

#### **Typical skills, knowledge and experience**

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

#### **Education, Professional Qualifications Requirements**

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

#### **Expectations for these roles**

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