



**Framework:** Client Support Framework  
**Supplier:** ██████████  
**Company Number:** 01846493

**Geographical Area:** National  
**Project Name:** Resource Implementation Project Management Support  
**Project Number:** N/A

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

**Contract Number:** project\_29381

Revision	Status	Originator	Reviewer	Date

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

**Project Name** Resource Implementation Project Management Support

**Project Number** N/A

This contract is made on 08 June 2020 between the *Client* and the *Consultant*

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

**Part One - Data provided by the Client**

**Statements given in all Contracts**

**1 General**

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

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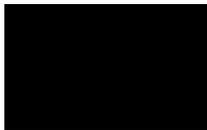
Secondary Options

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

The *service is* Project Management support to the Resource Implementation Project.

The *Client is* Environment Agency

Address for communications

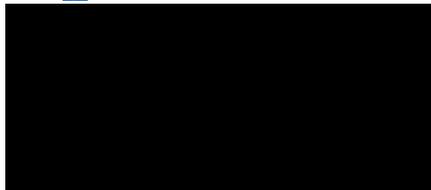


Address for electronic communications

[N/A](#)

The *Service Manager* is

Address for communications



Address for electronic communications

The *Scope is in* Resource\_Implementation\_PM\_Support\_Scope v1 dated 27 April 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

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 N/A N/A *key date*

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 08 June 2020

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

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

The *completion date* for the whole of the *service* is 31 August 2020

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. N/A
- 2.
- 3.
- 4.
- 5.

**8 Liabilities and insurance**

These are additional *Client's* liabilities

1. N/A
- 2.
- 3.

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

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

### Resolving and avoiding disputes

The <i>tribunal</i> is	litigation in the courts
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	<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 resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

#### Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

#### Z6 The Schedule of Cost Components

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

**Z7 Linked contracts**

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

**Z8 Requirement for Invoice**

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

**Z9 Conflict of Interest**

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

**Z10 Change in Control**

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

**Z11 Rate Increase Provision**

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

**Z12 Waiver**

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

## Secondary Options

### OPTION X2: Changes in the law

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

### OPTION X10: Information modelling

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

### 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.

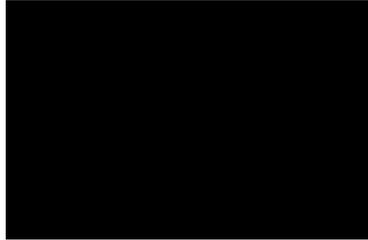
**1 General**

**The Consultant is**

Name and company number

AECOM Limited

Address for communications



Address for electronic communications

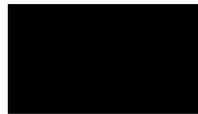
The fee percentage is

Option E



The key persons are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience



Project Management  
See CV  
See CV

The key persons are

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience



Project Management  
See CV  
See CV

The key persons are

Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

The key persons are

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

The key persons are

Name (5)  
Job  
Responsibilities  
Qualifications  
Experience

The key persons are

Name (6)  
Job  
Responsibilities  
Qualifications  
Experience

The key persons are

Name (7)  
Job  
Responsibilities  
Qualifications

Experience

The following matters will be included in the Early Warning Register

Expenses if required (not allowed for in Defined Cost)

**3 Time**

The programme identified in the Contract Data is

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

**X10: Information Modelling**

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

Classification: Internal

## Contract Execution

### Client execution

Signed under hand by

for and on behalf of the Environment Agency

Signature 

Role 

### Consultant execution

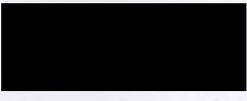
### Consultant execution

Signed under hand by

for and on behalf of

AECOM Limited

Signature 

Role 

# PSC Scope template

17/01/2019

## NEC4 professional services contract (PSC)

412\_13\_SD02

### Environment Agency NEC4 professional services contract (PSC) Scope

#### Project / contract Information

Project name	Resource Implementation Project
Project SOP reference	N/A
Contract reference	project_29381
Date	27/04/2020
Version number	1
Author	[REDACTED]

#### Revision history

Revision date	Summary of changes	Version number
	First issue	

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

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

customer service line  
03708 506 506

[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

incident hotline  
0800 80 70 60

floodline  
0845 988 1188

## Details of the Scope

Details of the Scope are as follows.

### 1. Description of the work:

#### 1.1. Objective

The Environment Agency has received additional investment from government for flood and coastal risk management (FCRM). This includes a £5.2bn future capital programme from April 2021 to March 2027. To enable the EA to effectively and robustly programme manage this additional investment it has received an accelerated £140m of capital funding to progress approximately 762 projects this year (April 2020-March 2021).

This capital workload is made up of two components;

1. "Pipeline" – a review of potential projects to identify viability and greater efficient ways of delivery if appropriate, robust new scheme development, which is approx 560 of the total projects (762) and £98.5m of the total GiA.
2. Asset renewal, bringing existing assets to required standard to be fit for flooding protection, which is approx. 202 of the total projects and ~£40m of the total GiA

These 2 No. activities amount to approximately 1191 projects. The overall outcome will be a robust pipeline of scoped schemes, projects and programmes that give the 2021-2027 programme a focused ready for 1<sup>st</sup> April 2021 start.

In addition, following the extensive and multiple flooding events of the last year there is a third component which is a large scale revenue asset recovery plan of approximately 429 projects/locations with an approved £120m budget. This work requires delivering to ensure all defined assets are returned to standard by October 2020.

The objective of this project is to derive, source, implement and induct resourcing solutions that work across the fourteen EA Area's (grouped within the six Integrated Delivery Hubs) to achieve the enabling workload outlined for 2020-21. To ensure that the Environment Agency has the adequate resources, mixed teams of EA and Framework Partner staff with appropriate skills and collaborative behaviours will be formed to deliver the defined tasks, activities and pipeline workload.

### Outcome Specification

The EA has been allocated £7m for the full year, to fund three tranches of resourcing to enable;

- a) Delivery of £140m work to develop and accelerate its pipeline of Capital programme work, completion due March 2021
- b) Delivery of £120m to recover and renew flood damaged assets, completion due October 2020.

Resources & services will be defined, assigned and inducted in 3 tranches, Tranche 1 current estimated resourcing is 170-230 FTE, it is likely that tranche 1 will be fulfilled entirely through existing Frameworks. This Scope is to allow the assignment of the element of Tranche 1 which forms part of £7m specifically for the people to deliver these activities

Tranches 2 and 3 are still to be fully scoped and approved but have the potential need for a further 300FTE. Resourcing model for these follow on tranches is to be formed, it is possible that this will be a mix of framework resources and traditional direct EA recruitment.

It is anticipated that the majority of the skills and roles required will be sourced through x3 of the Frameworks, that of the Client Support Framework (CSF), the Collaborative Delivery

Framework (CDF) and the Mapping & Modelling Framework. (Note, the total x8 frameworks are formed through x38 lots, employing 53 partner organisations through 108 separate arrangements)

This project will impact colleagues across FCRM, Asset Management, Programme & Contract Management, Portfolio Assurance and many National teams across all of the EA's fourteen Area's grouped through six Integrated Delivery Hubs as well as other functions which provide support services. It is envisaged that the resources procured will form part of the Integrated Delivery Teams working in the six geographical Hubs. Specific allocation of resources and skills to activity by Area, Hub and in National teams is to be agreed as an output of this project but the approach taken must be inclusive to and based on the needs put forward by this projects multiple stakeholders through the Area Programme Delivery Board governance structure.

As a result of COVID19, the EA will need to ensure that the resources employed are flexible with the ability to work remotely and they must be competent in use of mobile technology. They will need high levels of personal maturity and emotional intelligence so that they can adapt to and align with the EA's culture and ways of working and so that they can deliver very quickly once inducted.

Work streams for this project are partially scoped and need completing as does the milestone plan and the detailed project plan. Workstreams under current thinking are;

1. Workload & Roles – This is an input from Hub IDT's (rather than a standalone workstream) To confirm required activities and best way of work grouping/batching to form the years programme of work and confirm activity and skills, roles & responsibilities [REDACTED] co-ordinating – led from Hubs (Delivery Managers, Areas AFRCM's and Ops Managers and other assigned department leads)
2. EA staffing – Internal solutions - Identify existing EA internal resources that could be moved to undertake some of this new work in posts defined as 'Client/Area', impact assess these moves, identify backfill needs for Framework resourcing and have a process in place that enables these moves [REDACTED] lead - Area AFRCM's & Ops Managers with Hub Delivery Managers & IDT's, input from HR)
3. External Solutions - Contract Partners - Source and contract third party Partner resources (Nick Moore lead, commercial team forming)
4. Enablers & Logistics – Change Impact assessment, Communications, Team(s) organisation and reporting, Systems access & IT, collocation - site & office locations (Needs detailing, BCM - Business Change Manager [REDACTED])
5. On boarding & Induction - Preparation for new team working, induction & on boarding of new starters, formation of new teams, team building [REDACTED] leading, Catherine Hall (BCM) forming detail, Integrated Delivery Hub approach, total x6 hub BCM's to deliver/implement with input from Framework Collaboration leads)

Project team resources/subject matter leads have been nominated from across the EA but activity detail, effort and duration estimates are required as an urgent early project output to ensure that adequate resources are assigned to deliver the decisions, products and outputs that this project needs. Nominated colleagues will input to matters on Human Resources, Delivery partner engagement, Internal comms and engagement, Resourcing strategy and skills, Procurement, Logistics – IT, facilities, On-boarding, culture and behaviours

The scale, complexity and time pressures of this project requires a Senior and highly experienced Project Manager, with Project management skills to bring together a multi stranded project with workstream plans that ensure that all key milestones are met.

There is also a need for a project support officer role (PSO) to ensure good data and records management, arranging and supporting project meetings, coordinating project reporting, producing communication materials and fulfilling any other duties as required by the Project Manager and Workstream leads.

2. Outcomes required from these services include:

- a) The *Consultant* shall undertake the role of a project manager and project support officer in order to undertake the following activities:
- Project plan and Programme development and maintenance
    - Develop and maintain a full project plan and programme of work to ensure that the scope, objectives, and deliverables of the project are clear, tracked and completed. This should include key risks and mitigation and a communications & engagement plan
    - Develop, maintain and report weekly on the project with focus on critical path and key milestones
  - Project team / project board support
    - Ensure weekly team and workstream meetings are scheduled and supported with a clear agenda and outcomes
    - Action log maintained and updated at regular meetings with comms to action owners in between meetings as required to drive delivery of critical actions
    - Produce highlight reports to update the project board and to inform stakeholders
    - Schedule project board meetings and production of agendas and materials as required to support project board discussions.
- b) Report to the Client with the following activities :-
- a. Workstream and Milestone plans
  - b. Management plan
  - c. Resourcing model/solution & forecast costs
  - d. Commercial & contractual progress, utilising people across all the Clients frameworks

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

a) The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. Relevant *Client* data is identified in Appendix A. In addition, any other existing sources known to the *Consultant* should be utilised.

b) The named Project Manager is not to delegate their duties or powers without prior written agreement from the *Client*.

c) Commencement date of the *services* is as soon as possible. Completion of the first tranche, which includes development of the tranche 2 and tranche 3 scopes is to be delivered by the end of August 2020.

Should tranches 2 and 3 go ahead, the completion date would become 31<sup>st</sup> March 2021.

#### 4. Exclusions

a) N/A

b)

#### 5. Specifications or standards to be used

a) Communication & engagement plan template will be provided

b) Risks and Issues log will be provided

c) Project report template will be provided

d) Sharepoint filing and document structure will be provided

e) Comply with all Operating Instructions (OI) and National Incident Room (NIR) instructions as issued

#### 6. Specific Project Requirements

a) An experienced and capable Project Manager is required full time. Location is flexible, although later in the programme regular travel to locations across England may be necessary, typically to Birmingham, London and Bristol.

b) An experienced and capable Project Support Officer is required full time Location is flexible, although later in the programme some travel to locations across England may be necessary, typically to Birmingham, London and Bristol.

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

a) Training to be provided by the *Client*

The *Client* will provide access to and training on their IT systems if required to carry out the role specified above.

b) Data and information management and intellectual property rights

Any data supplied to the *Consultant* as part of this study remains the IP of the *Client*.

c) Data security

Further details regarding data security measures will be discussed at the start-up meeting for this commission.

d) Timesheets

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

e) Payment procedure

Payment is subject to the procedure agreed under the Framework.

f) Quality

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

Appendix A Existing Information

Title	Format	Available from
SR20 Resources spreadsheet (detail)	Excel spreadsheet	[REDACTED]
Summary Resource table	Excel spreadsheet	[REDACTED]
Briefing note to Framework Partners (CDF & CSF)	Word Doc	[REDACTED]
Briefing note – EA Resourcing approach	Word Doc	[REDACTED]
Briefing note – Induction & onboarding workstream scope	Word Doc	[REDACTED]

## Appendix 1 BIM Protocol – Production and Delivery Table

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

[www.Pow.bim4.info](http://www.Pow.bim4.info)

You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by tenderers and price

