



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

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

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58596

Revision	Status	Originator	Reviewer	Date

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

Project Name Future Funding Wave 4 PSO Advisors

Project Number [REDACTED]

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

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

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 Advisors (post ref NAT-FRMP-PSO-G4A-01 & HNL-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

The *Service Manager* is [REDACTED]

Address for communications Environment Agency

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications [REDACTED]

The *Scope* is in
HNL (1) 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

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	'to be confirmed'
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

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

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term beneficiary

Part Two - Data provided by the Consultant

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

1 General

The Consultant is

Name and company number AECOM Limited

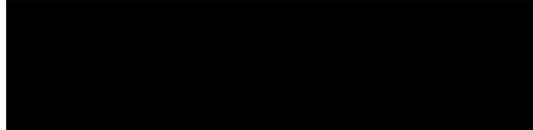
Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)	
Job	FCRM PSO Officer
Responsibilities	NAT-5-FRMP-PSO-G4A-10
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]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]
Address for communications

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

Address for electronic communications

[REDACTED]

Classification: Internal

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



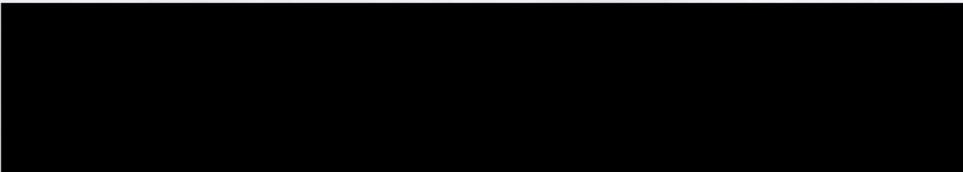
Consultant execution

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 HNL PSO Advisors
Project SOP reference	██████████
Contract reference (Bravo)	Ecm_58596
Date	4 th August 2020
Version number	V1.0
Author	██████████

Revision history

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

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

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

Outcome Specification

2. General Outline:
 - a) The secondment of PSO Advisors ("*Consultant*") to act in accordance with Role Profile reference G4PSO & 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
NAT-5-FRMP-PSO-G4A-10	FCRM PSO Officer	G4PSO
HNL-1-PSO-G5A-01	PSO Advisor	G5PSO

- b) The *Consultant* may be based in a number of offices as appropriate, including but not limited to [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.
- c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference G4PSO & 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 G4PSO & 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 10th August 2020 to 31st March 2021.

b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.

b) Day-to-day line management. This post will report to :

Role Reference	[Redacted]
NAT-5-FRMP-PSO-G4A-10	
HNL-1-PSO-G5A-01	

c) Systems access to include: [Redacted]

ROLE Profile

Advisor, Flood & Coastal Risk Management EA Grade 5

PSO

Job Purpose

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

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

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

Representative Accountabilities

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

Typical Skills, Knowledge and Experience

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

Education, Professional Qualifications Requirements

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

Expectations for these roles

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

ROLE Profile

Officer, Flood & Coastal Risk Management EA Grade 4

Partnership & Strategic Overview

Job Purpose

Carrying out a full range of complex FCRM and incident management activities within an assigned area in order to deliver FCRM outcomes

Representative Accountabilities

- Contribute to the delivery of the departmental business plan, providing professional / technical expertise to support operational priorities and Environment Agency policy.
- Guide, advise and support team members to resolve local issues and incidents, ensuring 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 and recommend appropriate reallocation of time and effort.
- 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, to ensure effective, timely and safe response to emergency incidents.
- Participate in 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.
- Develop and maintain a strong customer focus to ensure effective relationship building and partnership working to achieve environmental goals.
- 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.

Typical Skills, Knowledge and Experience

- Delivering work by planning, tracking, gathering, maintaining, quality assuring and analysing data/information
- Good communication and customer relations skills are essential, along with the ability to develop and maintain good relations with customers and adapt behaviour to different situations and people
- Delivery of low to medium risk multi-disciplinary projects and/or activities to time cost quality ensuring successful outcomes are achieved
- Embracing and adapting to change and new ways of working
- The job requires the ability to work independently and make decisions about priorities and appropriate action on a day to day basis, to achieve planned outcomes.
- Applying up to date, technically sound knowledge to make decisions and provide sound briefing and guidance
- Producing clear, concise and persuasive written material and presenting to/briefing more senior staff, colleagues and customers

Education, Professional Qualifications Requirements

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

Expectations for these roles

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



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

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

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58597

Revision	Status	Originator	Reviewer	Date

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

Project Name Future Funding Wave 4 HNL PSO 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
HNL (2) 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 PSO Advisors (post ref NAT-FRMP-PSO-G4A-01 & HNL-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

The *Service Manager* is [REDACTED]

Address for communications Environment Agency

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications [REDACTED]

The Scope is in
HNL (2) 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	'to be confirmed'
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

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

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term beneficiary

Part Two - Data provided by the Consultant

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

1 General

The Consultant is

Name and company number AECOM Limited

Address for communications
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Address for electronic communications [Redacted]

The fee percentage is [Redacted]

The key persons are

Name (1)	[Redacted]
Job	PSO Officer
Responsibilities	HNL-1-PSO-G40-01
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

[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 HNL PSO Officer
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Ecm_58597
Date	4 th August 2020
Version number	V1.0
Author	[REDACTED]

Revision history

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

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

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

Outcome Specification

2. General Outline:
 - a) The secondment of PSO Officer ("*Consultant*") to act in accordance with Role Profile reference G4PSO attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.
 - b) The *Consultant* may be based in a number of offices as appropriate, including but not limited to Alchemy, [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.
 - c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference G4PSO
3. The *services* specifically excludes the following:
 - a) Project Executive accountability.
 - b) Internal *Client* financial approvals.
4. Site Information already available:
 - a) The *Consultant* will be allocated projects according to need from the 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 G4PSO
6. Constraints on how the *Consultant* provides the *services*
 - a) The *Consultant* is to be based part time [REDACTED] (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] 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 9th September 2020 to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

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

ROLE Profile

Officer, Flood & Coastal Risk Management EA Grade 4

Partnership & Strategic Overview

Job Purpose

Carrying out a full range of complex FCRM and incident management activities within an assigned area in order to deliver FCRM outcomes

Representative Accountabilities

- Contribute to the delivery of the departmental business plan, providing professional / technical expertise to support operational priorities and Environment Agency policy.
- Guide, advise and support team members to resolve local issues and incidents, ensuring 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 and recommend appropriate reallocation of time and effort.
- 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, to ensure effective, timely and safe response to emergency incidents.
- Participate in 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.
- Develop and maintain a strong customer focus to ensure effective relationship building and partnership working to achieve environmental goals.
- 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.

Typical Skills, Knowledge and Experience

- Delivering work by planning, tracking, gathering, maintaining, quality assuring and analysing data/information
- Good communication and customer relations skills are essential, along with the ability to develop and maintain good relations with customers and adapt behaviour to different situations and people
- Delivery of low to medium risk multi-disciplinary projects and/or activities to time cost quality ensuring successful outcomes are achieved
- Embracing and adapting to change and new ways of working
- The job requires the ability to work independently and make decisions about priorities and appropriate action on a day to day basis, to achieve planned outcomes.
- Applying up to date, technically sound knowledge to make decisions and provide sound briefing and guidance
- Producing clear, concise and persuasive written material and presenting to/briefing more senior staff, colleagues and customers

Education, Professional Qualifications Requirements

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

Expectations for these roles

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



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

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

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58598

Revision	Status	Originator	Reviewer	Date

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

Project Name Future Funding Wave 4 LNA FCRM 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
LNA 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
-------------	-----------------------------------	---	-----------------------------

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 FRMP-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

The *Service Manager* is [REDACTED]

Address for communications Environment Agency

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications [REDACTED]

The Scope is in
LNA Scope 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 07 September 2020

The *Client* provides access to the following persons, places and things
access *access date*
EA offices to be advised
EA systems 07 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 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	'to be confirmed'
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

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

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term beneficiary

Part Two - Data provided by the Consultant

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

1 General

The Consultant is

Name and company number AECOM Limited

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)	
Job	PSO Advisor
Responsibilities	FRMP-PSO-G5A-07
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



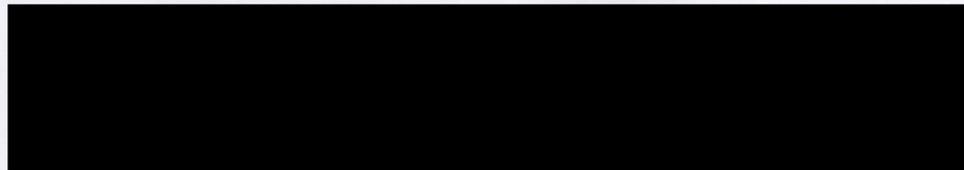
Consultant execution

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 LNA FCRM Advisor
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Ecm_58598
Date	4 th August 2020
Version number	V1.0
Author	[REDACTED]

Revision history

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

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

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

Outcome Specification

2. General Outline:
 - a) The secondment of FCRM 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	
FRMP-PSO-G5A-07	FCRM PSO Advisor	G4PSO	

- b) The *Consultant* may be based in a number of offices as appropriate, including but not limited to [REDACTED] however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.
 - c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference G5PSO
3. The *services* specifically excludes the following:
 - a) Project Executive accountability.
 - b) Internal *Client* financial approvals.
 4. Site Information already available:
 - a) The *Consultant* will be allocated projects according to need from the IDT programme and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.
 5. Specifications of standards to be used
 - a) Role Profile reference G5PSO

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

- a) The *Consultant* is to be based [REDACTED] 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] 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 7th September 2020 to 31st March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

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

Role Reference	[REDACTED]
FRMP-PSO-G5A-07	[REDACTED]

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

ROLE Profile

Advisor, Flood & Coastal Risk Management EA Grade 5

PSO

Job Purpose

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

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

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

Representative Accountabilities

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

Typical Skills, Knowledge and Experience

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

Education, Professional Qualifications Requirements

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

Expectations for these roles

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

ROLE Profile

Officer, Flood & Coastal Risk Management EA Grade 4

Partnership & Strategic Overview

Job Purpose

Carrying out a full range of complex FCRM and incident management activities within an assigned area in order to deliver FCRM outcomes

Representative Accountabilities

- Contribute to the delivery of the departmental business plan, providing professional / technical expertise to support operational priorities and Environment Agency policy.
- Guide, advise and support team members to resolve local issues and incidents, ensuring 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 and recommend appropriate reallocation of time and effort.
- 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, to ensure effective, timely and safe response to emergency incidents.
- Participate in 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.
- Develop and maintain a strong customer focus to ensure effective relationship building and partnership working to achieve environmental goals.
- 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.

Typical Skills, Knowledge and Experience

- Delivering work by planning, tracking, gathering, maintaining, quality assuring and analysing data/information
- Good communication and customer relations skills are essential, along with the ability to develop and maintain good relations with customers and adapt behaviour to different situations and people
- Delivery of low to medium risk multi-disciplinary projects and/or activities to time cost quality ensuring successful outcomes are achieved
- Embracing and adapting to change and new ways of working
- The job requires the ability to work independently and make decisions about priorities and appropriate action on a day to day basis, to achieve planned outcomes.
- Applying up to date, technically sound knowledge to make decisions and provide sound briefing and guidance
- Producing clear, concise and persuasive written material and presenting to/briefing more senior staff, colleagues and customers

Education, Professional Qualifications Requirements

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

Expectations for these roles

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



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

Geographical Area:
Project Name: Future Funding Wave 4 NAT BCM
Project Number: ██████████

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58647

Revision	Status	Originator	Reviewer	Date

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

Project Name Future Funding Wave 4 NAT BCM

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 BCM 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 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

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 BCM 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 24 August 2020

The Client provides access to the following persons, places and things access access date
EA offices to be advised
EA systems 24 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 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'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

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

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
 - three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.
- If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term *beneficiary*

Part Two - Data provided by the Consultant

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

1 General

The Consultant is

Name and company number AECOM Limited

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)	
Job	Business Change Manager
Responsibilities	BCM-5-CM-G6-01
Qualifications	See CV
Experience	See CV

The key persons are

Name (2)	
Job	Business Change Manager
Responsibilities	BCM-5-CM-G6-02
Qualifications	See CV
Experience	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

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



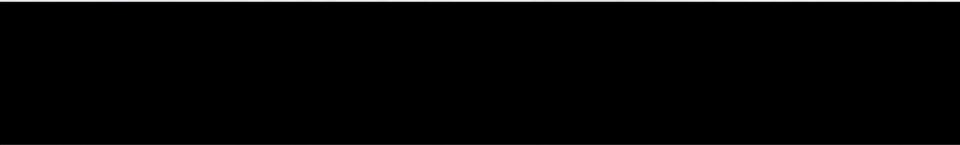
Consultant execution

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 NAT Business Change Managers
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Ecm_58647
Date	4 th August 2020
Version number	V1.0
Author	[REDACTED]

Revision history

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

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of Business Change Managers to work as part of the *Client's* Business team.

Outcome Specification

2. General Outline:
 - a) The secondment of Business Change Managers ("*Consultant*") to act in accordance with Role Profile reference BCM 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	
BCM-5-CM-G6-01	Business Change Manager	BCM	
BCM-5-CM-G6-02	Business Change Manager	BCM	

- 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 BCM

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 Business 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 BCM

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

a) The *Consultant* is to be based [REDACTED] (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] per week without prior approval from the *Service Manager*.

e) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable.

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

g) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.

h) *Consultant* shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.

7. Requirements of the programme

a) Secondments will be from 24th August 2020 to 31st March 2021.

b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31st March 2021.

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

a) Office space (not including car parking space) and office equipment and services necessary to undertake the role when attending Environment Agency offices.

b) Day-to-day line management. This post will report to :

Role Reference	
BCM-5-CM-G6-01	
BCM-5-CM-G6-02	

c) Systems access to include:



ROLE Profile

Business Change Manager, National Operations EA Grade 6

Summary

The Environment Agency has embarked on a major transformational change with its Delivery partners through new commercial frameworks with collaboration at its heart. The new ways of working created integrated delivery teams (EA and Delivery Partners) across 6 geographic locations. As we commence the development of our next 6-year Asset programme of work we are taking stock of how well our approach is working and working with our leadership teams to ensure we are enabling our teams to work effectively with a specific focus on behavioural change and collaborative working.

We require 2 Business change managers one of which will support teams across the Eastern part of the country working with teams normally based out of Peterborough, Reading and North London. The other is required to work alongside other existing BCM's who are currently time restricted due to covid-19 impact. However, both positions work equally and will work with the existing EA Business Change team looking to optimise flexibility of our resource across the country through the use of technology and virtual working.

The roles will provide specialist advice and knowledge to shape/inform and enable the delivery of change programmes across multi-disciplinary teams and functions. Work with the business to assess the impact of change and to design and implement cost effective and sustainable approaches to enable expected benefits to be achieved as a result of change.

Between start date and 31st March 2021, the focus will be on;

- Behavioural change maturity assessment and action planning to drive the change
- Induction and formation of working teams at project, Programme and Hub (Integrated Delivery Teams) levels
- Embedding behavioural change through the leadership population
- Implementing and tracking business change measures

We are looking for change practitioners who have knowledge of change management theory and practice and can demonstrate practical application of change management tools and techniques and have experience of delivering behavioural and cultural change. Recognised technical or professional expertise to develop sustainable future facing solutions for their work area.

Manage day-to-day aspects of the Senior Advisor role

- *Progress monitoring, Post implementation reviews and Maturity assessments.* Observing, collecting and analysing information on the ways people are working and behaving and impacts on delivery of the Capital programme. Implementing agreed measures and identifying any interventions based on trends and progress. Embedding change management principles and measures across Integrated Delivery leadership teams to ensure that change can be sustained. Key skills – observation, problem solving, SMART metrics, presenting insight from the data in usable and engaging formats
- *Facilitation and Effective Communications.* A competent and experienced change planner and facilitator, with a wide range of proven tools and techniques used for the planning and delivery of workshops throughout the life of a Change Transformation. Producing high

quality workshop approaches, plans and presentations, with the ability to turn complex information into easily digestible, user friendly outputs. Key skills – workshop development and planning, facilitation, strong verbal and non-verbal communications, familiarity with Sharepoint and other shared working and remote working applications. Ideally skilled in online (remote working) facilitation.

- *Relationships*. Ability to build effective relationships and work collaboratively as part of a number of teams. Provide change advice and support teams and be able to engage with leadership teams and key stakeholders to influence embedding of change and realise benefits. Key skills – ability to build and pro-actively seek relevant relationships and sustain them
- *Transformational Change Management*. Utilise change management and Transformation management skills to plan and manage change delivery with multiple priorities to tight and competing deadlines. Key skills – Excellent knowledge of change management, managing competing deadlines and differing stakeholder needs and views

Representative Accountabilities

- Provide specialist change advice, guidance and support to senior managers / external partners, in order to effectively underpin collaborative working-based decision making and to consolidate the formation of Integrated Delivery team across the EA
- Develop, review and improve Programme and Project Teams ways of working, to enable consistent / appropriate understanding and application of the new collaborative frameworks and Ways of Working.
- Establish and maintain good relationships with internal and external partners to influence their activities and promote and enhance the Environment Agency's Flood & Coastal Risk Management goals and reputation.
- Develop and implement systems and tools for monitoring and reporting on change delivery, to assess and interpret operational performance
- Develop, maintain and share technical expertise and learning with staff to improve knowledge and competence throughout the organisation as required.
- Lead or support local / national project teams to achieve well planned and managed integrated solutions that progress effective change and improvement in the Environment Agency.

Typical Skills, Knowledge and Experience

- Can demonstrate professional leadership and experience of implementing best practice Change management and behavioural centric solutions based on up-to-date knowledge and expertise.
- Actively forming and maintaining close links with internal and external partners/stakeholders to deliver the outcomes of both a specific function/project/team and the wider organisation.
- Prioritising and delivering work within a change programme framework to time, cost and quality.
- Shaping and facilitating change/new ways of working to improve efficiency & productivity (whilst making and responding appropriately to constructive challenge)
- Identifying critical knowledge gaps in the business and developing solutions to address them.
- Performance and Change delivery coaching skills with experience of coaching at Senior Management and above
- Facilitating value, accountability and performance across the team including assessing how best to allocate resources to maximise outcomes.

- Using political sensitivity when responding to the needs of customers, stakeholders and communities.
- Using strong communication and networking skills to influence, or help deliver outcomes through, partner/stakeholder organisations.
- Interpreting/evaluating evidence to propose effective solutions for challenging problems.

Education, Professional Qualifications Requirements

- Educational qualification or occupational experience is required in change management. This experience may be gained through a combination of formal qualifications and some experience through to no formal qualification but with substantial change management experience.
- Holds or is working towards, a specific Change management professional qualification or membership of a professional change management 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.
- 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 NAT Framework Manager
Project Number: [REDACTED]

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58661

Revision	Status	Originator	Reviewer	Date

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

Project Name Future Funding Wave 4 NAT Framework Manager

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 BTFR 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 Framework Manager (post ref BT-FR-01) 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

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 BTFR 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 October 2020

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

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

The completion date for the whole of the service is 30 September 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'
Address for electronic communications	'to be confirmed'
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

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

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
 - three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.
- If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term *beneficiary*

Part Two - Data provided by the Consultant

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

1 General

The Consultant is

Name and company number

AECOM Limited

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)



Job

Framework Manager

Responsibilities

BT-FR-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 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 NAT Framework Manager
Project SOP reference	██████████
Contract reference (Bravo)	Ecm_58661
Date	4 th August 2020
Version number	V1.0
Author	████████████████████

Revision history

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

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of a Framework Manager to work as part of the Portfolio Assurance team.

Outcome Specification

2. General Outline:
 - a) The secondment of a Framework Manager ("*Consultant*") to act in accordance with Role Profile reference G6FM 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	
BT-FR-01	Framework Manager	G6FM	

- 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 G6FM
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 Portfolio Assurance 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 G6FM

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

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

7. Requirements of the programme

- a) Secondments will be from 1st October 2020 to 30th September 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 30^h September 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]
BT-FR-01	[REDACTED]

c) Systems access to include:



ROLE Profile

Framework Manager – Portfolio Assurance EA Grade 6

Job Purpose

To manage a number of our Framework Contracts and be a key contact for our own staff, strategic delivery partners and others using this delivery vehicle. To be the recognised authority giving sound advice on Framework interpretation and actively promoting its take up by other Risk Management Authorities. To assist the business to ensure teams get the maximum benefit from these arrangements.

The Portfolio Assurance Team provides direct support and advice to Operations Asset & Programme Management Business. The Contract Assurance & Framework Management Team is responsible for the Commercial and Framework expertise and advice provided by Portfolio Assurance.

Typical Skills, Knowledge and Experience

- In-depth knowledge and experience of project and programme delivery using NEC 3 or 4 contracts for government or large commercial organisations.
- Significant experience of commercial and/or contract management in delivery. Familiar with the use of Frameworks. Ability to draw on significant and direct experience of working in multifunctional delivery teams.
- Focus on efficiency, and an experienced team player, to enhance our Framework Management team.
- An engaging and credible communicator used to advising colleagues, managing change and influencing senior figures.
- Your previous experience will mean that suppliers and potential Framework users alike will look to you as a natural subject matter expert.

Education, Professional Qualifications Requirements

- Educational experience is required in an engineering or similar science background or customer related field.
- Has achieved a specific professional qualification or membership of a professional body

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.
- 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