



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

Geographical Area: National
Project Name: Future Funding Wave 3 Carbon Assurance Analyst Grade 6
Project Number: ENV6001924R

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58489

Revision	Status	Originator	Reviewer	Date

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

Project Name Future Funding Wave 3 Carbon Assurance Analyst Grade 6

Project Number ENV6001924R

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
BTCA Scope AECOM Dated 21st July 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
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Secondary Options

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

The *service* is Supply of Carbon Assurance Analyst Grade 6 of Bought in Service (post ref BT-CA-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
BTCA Scope AECOM Dated 21st July 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 accord
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
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The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	12 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£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
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- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service Manager*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant* performance.
- Costs associated with rectifications that are due to *Consultant* error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant's* involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term beneficiary

Part Two - Data provided by the Consultant

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

1 General

The Consultant is

Name and company number AECOM Limited

Address for communications [Redacted]

Address for electronic communications [Redacted]

The fee percentage is [Redacted]

The key persons are

Name (1) [Redacted]
Job Carbon Assurance Analyst
Responsibilities BT-CA-01
Qualifications See CV
Experience See CV

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (7)
Job
Responsibilities
Qualifications

Experience

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) _____
Address for communications

Address for electronic communications

Name (2) _____
Address for communications

Address for electronic communications

Classification: Internal

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

AECOM Limited



Sign:

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Future Funding Wave 3 Carbon Assurance
Project SOP reference	ENV6001924R
Contract reference (Bravo)	Ecm_58489
Date	21 st July 2020
Version number	V1.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
21/07/2020	CA specific details	1.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of a Carbon Assurance Analyst to work as part of the *Client's* Carbon Management Team.

Outcome Specification

2. General Outline:
 - a) The secondment of a Carbon Assurance Analyst ("*Consultant*") to act in accordance with Role Profile reference G6CIBB 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, 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 G6CIBB
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 Carbon Management programme and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.
5. Specifications of standards to be used
 - a) Role Profile reference G6CIBB
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 [REDACTED] 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 [REDACTED]
- c) Systems access to include: [REDACTED]

ROLE Profile

Commercial Intelligence and Benchmarking Analyst – Carbon Benchmarking EA Grade 6

Job Purpose

Provide specialist carbon benchmarking support and contribute to the Commercial Intelligence and Benchmarking team through the development of our cost and carbon databases and intelligence.

Duties to include:

- Oversee and provide statistical analysis on carbon data
- Assist with the alignment of cost and carbon data into one database
- Provide carbon benchmarking data and benchmarks for estimates
- Oversee the collation and quality assurance of carbon actuals and estimating system data Provide key intelligence to Influence/ support PCM PMs and other key networks
- Manage, maintain and quality assure cost/ carbon data and databases
- Assist with estimating system administration
- Produce strategic carbon intelligence reports
- Develop and improve the cost and carbon service
- Providing whole life carbon (inc sequestration) reporting for the FCRM Net Zero Carbon Programme

Representative Accountabilities

- Provide specialist advice, guidance and support to senior managers / external partners, in line with relevant legislation and best practice, in order to effectively underpin risk-based decision making and support environmental outcomes.
- Develop, review and improve technical documentation, to enable consistent / appropriate understanding and application in the business that enables effective service provision.
- Establish and maintain good relationships with internal and external partners to influence their activities and promote and enhance the Environment Agency's goals and reputation.
- Develop and implement systems and tools for monitoring and reporting on service delivery, to assess and interpret operational performance / compliance and advise senior managers on implications and appropriate action.
- Develop, maintain and share technical expertise 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

- Management/ team leadership
- Experience of carbon data management and assurance
- Experience of providing carbon benchmarks
- Experience in providing detailed statistical analysis
- Experience in managing data and admin of estimating systems
- Excellent Excel, finance and commercial skills
- Good project management and personal time management skills
- Familiarity with NGSA framework conditions

- Familiarity with standard forms of construction contracts (NEC3 and 4) and the infrastructure and construction industry
- Combination of professionalism in dealing with stakeholders and assertiveness in representing the Client's interests in Value for Money and Client set target costs
- Familiarity with the drivers for aligning cost, carbon and efficiency and the commercial advantages to doing so
- Experience of working in a commercial environment would be advantageous

Education, Professional Qualifications Requirements

- RICS or IEMA professionally qualified

Expectations for these roles

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



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

Geographical Area: National
Project Name: Future Funding Wave 3 Commercial Services Manager Grade
Project Number: 10003643

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58490

Revision	Status	Originator	Reviewer	Date

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

Project Name Future Funding Wave 3 Commercial Services Manager Grade 6

Project Number 10003643

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

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- 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
BTCSM Scope AECOM Dated 21st July 2020

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

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

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

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- Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device,
- Natural disaster,
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- Impact by aircraft or other aerial device or thing dropped from them.

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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.

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

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

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

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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 Commercial Services Manager
Responsibilities BT-CSM-01
Qualifications See CV
Experience See CV

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (7)
Job
Responsibilities
Qualifications

Experience

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is

██████████

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

██████████
██████████
██████████
██████████

Address for electronic communications

██

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

██████████
██████████
██████████
██████████
██████████

Address for electronic communications

██

Classification: Internal

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

[Redacted signature area]

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

AECOM Limited

[Redacted signature area]

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Future Funding Wave 3 Commercial Services Manager
Project SOP reference	10003643
Contract reference (Bravo)	Ecm_58490
Date	21 st July 2020
Version number	V1.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
21/07/2020	CSM 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 a Commercial Services Manager to work as part of the *Client's* Portfolio Assurance Team.

Outcome Specification

2. General Outline:
 - a) The secondment of a Commercial Services Manager ("*Consultant*") to act in accordance with Role Profile reference G6CSM 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 the EA office in [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 G6CSM
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 *Client's* 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 G6CSM
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] 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 20th July 2020 to 30th April 2022.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 30th April 2022.

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

Commercial Services Manager – Portfolio Assurance EA Grade 6

Job Purpose

The Commercial Services Manager role within the Portfolio Assurance (PA) team undertakes a range of important tasks on behalf of the Environment Agency, including the introduction and implementation of new framework agreement(s), operation and administration of those and existing frameworks, supplier relationship management and development, management of contractors and contractor forums, commercial advice and assurance, including dispute resolution, to operational teams, specialist cost management advice, engagement with key stakeholders such as government (cabinet office/ treasury), professional and industry bodies and commercial training.

Typical Skills, Knowledge and Experience

- Assessment against the Government Commercial Capability Framework an advantage but not essential.
- 5 Years' experience in a commercial lead role is essential; within the context of an engineering and construction environment is an advantage.
- Proven knowledge/application of the NEC 3 & 4 suite of contracts.

Education, Professional Qualifications Requirements

- IACCM (International Association Commercial Contract Management) Advanced Practitioner an advantage.
- CEng MICE (Institution of Civil Engineers)
- RICS (chartered surveyors)

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



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

Geographical Area: Midlands
Project Name: Future Funding Wave 3 EMD FRMP PSO Grade 5
Project Number: ENVFCPMM00312B00

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58513

Revision	Status	Originator	Reviewer	Date

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

Project Name Future Funding Wave 3 EMD FRMP PSO Grade 5

Project Number ENVFCPMM00312B00

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
EMD Scope AECOM Dated 21st July 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 FRMP PSO Advisor Grade 5 of Bought in Service (post ref FRMP-PSO-G5A-05) 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*
EMD Scope AECOM Dated 21st July 2020

The *language of the contract* is English

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

The period for reply is 2 weeks

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

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

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

2 The Consultant's main responsibilities

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

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

3 Time

The starting date is 17 August 2020

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

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

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

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

4 Quality management

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

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

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

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

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

The locations for which the Consultant provides a charge for the cost of support people and office overhead are [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	12 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the <i>Service</i>	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£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:

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

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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	FRMP PSO Grade 5
Responsibilities	FRMP-PSO-G5A-05
Qualifications	See CV
Experience	See CV

The key persons are

Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (3)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (4)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (5)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (6)	
Job	
Responsibilities	
Qualifications	

Experience

The *key persons* are

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

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is

██████████

Resolving and avoiding disputes

The *Senior Representatives of the Consultant* are

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

██████████
██████████
██████████
██████████

Address for electronic communications

██

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

██████████
██████████
██████████
██████████
██████████

Address for electronic communications

██

Classification: Internal

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

[Redacted signature area]

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

AECOM Limited

[Redacted signature area]

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Future Funding Wave EMD FRMP PSO Advisor Grade 5
Project SOP reference	ENVFCPMM00312B00
Contract reference (Bravo)	Ecm_58513
Date	21 st July 2020
Version number	V1.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
21/07/2020	EMD 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 a FRMP PSO Advisor Grade 5 to work as part of the *Client's* FCRM Team.

Outcome Specification

2. General Outline:
 - a) The secondment of a FRMP PSO Advisor Grade 5 ("*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.
 - b) The *Consultant* may be based in a number of offices as appropriate, including but not limited to the EA office in [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.
 - b) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference G5PSO and including:
 - Planning, coordination, writing products, engagement planning, workshop planning & facilitation.
 - GIS/Data entry, Engagement/Facilitation and good written communications over the other specified skills.
 - Tie into the 'Humber 2100+ Flood Risk Strategy' for East Midlands, particularly feeding in to the Economics and Appraisal workstream
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 *Client's* FCRM Team programme and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.
5. Specifications of standards to be used
 - a) Role Profile reference G5PSO

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

- a) The *Consultant* is to be based part time [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] without prior approval from the *Service Manager*.
- e) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable.
- f) Any time deemed necessary for the *Consultant's* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
- g) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.
- h) *Consultant* shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.

7. Requirements of the programme

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

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

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

ROLE Profile

Advisor, Flood & Coastal Risk Management EA Grade 5

PSO

Job Purpose

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

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

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

Representative Accountabilities

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

Typical Skills, Knowledge and Experience

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

Education, Professional Qualifications Requirements

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

Expectations for these roles

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



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

Geographical Area:
Project Name: Future Funding Wave 3 MID PM1 and PM2
Project Number: ENV0002881C

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58488

Revision	Status	Originator	Reviewer	Date

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

Project Name Future Funding Wave 3 MID PM1 and PM2

Project Number ENV0002881C

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
MID Scope AECOM Dated 21st July 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 PM1 and 4 x PM2 of Bought in Service (post ref MID-PM1-03, MID-PM2-01, MID-PM2-02, MID-PM2-03 & MID-PM2-04) resource to support the EA's capital programme for 2020/21.

The *Client* is Environment Agency

Address for communications
Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications enquiries@environment-agency.gov.uk

The *Service Manager* is [REDACTED]

Address for communications
Environment Agency

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications [REDACTED]

The Scope is in
MID Scope AECOM Dated 21st July 2020

The *language of the contract* is English

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

The *period for reply* is 2 weeks

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

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

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

2 The Consultant's main responsibilities

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

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

3 Time

The *starting date* is 03 August 2020

The *Client* provides access to the following persons, places and things
 access *access date*
 EA offices to be advised
 EA systems 03 August 2020

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

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

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

4 Quality management

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

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

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

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

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are [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 accord
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
-------	-------------------	---

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term beneficiary

Part Two - Data provided by the Consultant

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

1 General

The Consultant is

Name and company number 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	PM1
Responsibilities	MID-PM1-03
Qualifications	See CV
Experience	See CV

The key persons are

Name (2)	[REDACTED]
Job	PM2
Responsibilities	MID-PM2-01
Qualifications	See CV
Experience	See CV

The key persons are

Name (3)	[REDACTED]
Job	PM2
Responsibilities	MID-PM2-02
Qualifications	See CV
Experience	See CV

The key persons are

Name (4)	[REDACTED]
Job	PM2
Responsibilities	MID-PM2-03
Qualifications	See CV
Experience	See CV

The key persons are

Name (5)	[REDACTED]
Job	PM2
Responsibilities	MID-PM2-04
Qualifications	See CV
Experience	See CV

The key persons are

Name (6)	
Job	
Responsibilities	
Qualifications	
Experience	

The key persons are

Name (7)	
Job	
Responsibilities	
Qualifications	

Experience

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is

██████████

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

██████████
██████████
██████████
██████████

Address for electronic communications

██

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

██████████
██████████
██████████
██████████
██████████

Address for electronic communications

██

Classification: Internal

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

[Redacted signature area]

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

AECOM Limited

[Redacted signature area]

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Future Funding Wave 3 MID PCM
Project SOP reference	ENV0002881C
Contract reference (Bravo)	Ecm_58488
Date	21 st July 2020
Version number	V1.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
21/07/2020	MID 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 Project Managers (PM1 & PM2) to work as part of the *Client's* Midlands Project Team.

Outcome Specification

2. General Outline:
 - a) The secondment of Project Managers, as outlined in the table below ("*Consultant*") to act in accordance with Role Profile references PM1 and PM2 as appropriate 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	Office Location
MID-PM1-03	PM1	[REDACTED]
MID-PM2-01	PM2	
MID-PM2-02	PM2	
MID-PM2-03	PM2	
MID-PM2-04	PM2	

- b) The *Consultant* may be based in a number of offices as appropriate, including but not limited to the EA office in [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.
 - b) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile references PM1 and PM2
3. The *services* specifically excludes the following:
 - a) Project Executive accountability.
 - b) Internal *Client* financial approvals.

4. Site Information already available:
 - a) The *Consultant* will be allocated projects according to need from the *Client's* Project 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 PM1 & PM2 as appropriate
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 [REDACTED] 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 3rd 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 [REDACTED]
[REDACTED]
- c) Systems access to include: [REDACTED]

ROLE Profile

Senior Project Manager - PCM EA Grade 6 (PM1)

Job Purpose

The Project Manager 1 role provides senior project management services within our Operational Teams on major projects and strategies, together with the Project Executive services to our programme of projects. This role also provides mentoring and support to junior project managers, where required.

Role description

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

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

Education, Professional Qualifications Requirements

The individuals proposed for the role of Project Manager 1 shall demonstrate:

- Minimum of six years' project management experience
- A project management qualification such as PRINCE2 or APM
- A relevant degree such as in civil engineering, environmental science or geography
- Strong history in both contract (NEC3 and 4) and project management.
- A member of a related professional body, preferably chartered

- A record of delivering complex, high-risk projects successfully including working on civil engineering projects.
- The ability to bring big-picture thinking that improves the methods, behaviours and processes.
- A full driving licence, as some travel is involved.

Expectations for this role

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

ROLE Profile

Project Manager - PCM EA Grade 5 (PM2)

Job Purpose

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

Role description

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

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

Education, Professional Qualifications Requirements

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

- A minimum of four years' project management experience
- A project management qualification such as PRINCE2 or APM
- A relevant degree such as in civil engineering, environmental science or geography
- Strong history in both contract (NEC3 and 4) and project management.
- A member of or working towards a related professional body, preferably chartered

- A record of delivering projects successfully including working on civil engineering projects.
- The ability to bring big-picture thinking that improves the methods, behaviours and processes.
- A full driving licence, as some travel is involved

Expectations for this role

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



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

Geographical Area:
Project Name: Future Funding Wave 3 SW PM2
Project Number: 10003647

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58491

Revision	Status	Originator	Reviewer	Date

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

Project Name Future Funding Wave 3 SW PM2

Project Number 10003647

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
SW Scope AECOM Dated 21st July 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 PM2 of Bought in Service (post ref SW-PM2-01) 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
SW Scope AECOM Dated 21st July 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 27 July 2020

The *Client* provides access to the following persons, places and things
 access *access date*
 EA offices to be advised
 EA systems 27 July 2020

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

The *completion date* for the whole of the *service* is 21 July 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 accord
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
-------	-------------------	---

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term beneficiary

Part Two - Data provided by the Consultant

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

1 General

The Consultant is

Name and company number 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	PM2
Responsibilities	SW-PM2-01
Qualifications	See CV
Experience	See CV

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (7)
Job
Responsibilities
Qualifications

Experience

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is

██████████

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

██████████
██████████
██████████
██████████

Address for electronic communications

██

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

██████████
██████████
██████████
██████████
██████████

Address for electronic communications

██

Classification: Internal

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

AECOM Limited



Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Future Funding Wave3 SW PCM
Project SOP reference	10003647
Contract reference (Bravo)	Ecm_58491
Date	21 st July 2020
Version number	V1.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
21/07/2020	SW 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 Project Manager (PM2) to work as part of the *Client's* South West Project Team.

Outcome Specification

2. General Outline:
 - a) The secondment of Project Manager (PM2) ("*Consultant*") to act in accordance with Role Profile reference PM2 as appropriate 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 the EA office in [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.
 - b) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference PM2
3. The *services* specifically excludes the following:
 - a) Project Executive accountability.
 - b) Internal *Client* financial approvals.
4. Site Information already available:
 - a) The *Consultant* will be allocated projects according to need from the *Client's* Project 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 PM2
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] 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 27th July 2020 to 21st July 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 21st July 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

Project Manager - PCM EA Grade 5 (PM2)

Job Purpose

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

Role description

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

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

Education, Professional Qualifications Requirements

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

- A minimum of four years' project management experience
- A project management qualification such as PRINCE2 or APM
- A relevant degree such as in civil engineering, environmental science or geography
- Strong history in both contract (NEC3 and 4) and project management.
- A member of or working towards a related professional body, preferably chartered
- A record of delivering projects successfully including working on civil engineering projects.

- The ability to bring big-picture thinking that improves the methods, behaviours and processes.
- A full driving licence, as some travel is involved

Expectations for this role

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



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

Geographical Area: National
Project Name: [REDACTED]
Project Number: ENV0000495C

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ECM_58486

Revision	Status	Originator	Reviewer	Date

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

Project Name [REDACTED]

Project Number ENV0000495C

This contract is made on 27 July 2020
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
None

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

1 General

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

Main Option Option for resolving and avoiding disputes

Secondary Options

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

The *service is* Provision of project management services via a PM1 role to work as part of the Client's project management team.

The *Client is* Environment Agency

Address for communications
Horizon House
Deanery Rd
Bristol
BS1 5AH

Address for electronic communications [REDACTED]

The *Service Manager is* [REDACTED]

Address for communications
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications [REDACTED]

The *Scope is in*
NW Future Funding Wave 3 PM1

The *language of the contract is* English

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

The *period for reply is* 2 weeks

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

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

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

2 The Consultant's main responsibilities

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

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

3 Time

The *starting date* is 24 August 2020

The *Client* provides access to the following persons, places and things
 access *access date*
 EA systems & Platforms No later than 4 weeks after start date

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

The *completion date* for the whole of the *service* is 24 months after start date

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 accord
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

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

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

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

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Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

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

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

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Completion of the whole of the *service*

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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	<i>beneficiary</i>
none	none

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 PM1
Responsibilities NW-PM1-01
Qualifications See CV
Experience See CV

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (7)
Job
Responsibilities
Qualifications

Experience

The following matters will be included in the Early Warning Register

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

3 Time

The programme identified in the Contract Data is

██████████

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

██████████
██████████
██████████
██████████

Address for electronic communications

██

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

██████████
██████████
██████████
██████████
██████████

Address for electronic communications

██

Classification: Internal

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

[Redacted signature area]

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

AECOM Limited

[Redacted signature area]

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	NW Future Funding Wave 3 PM1
Project SOP reference	IMNW0000495C
Contract reference (Bravo)	Ecm_58486
Date	20 th July 2020
Version number	V1.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
20/07/2020	NW specific details	1.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of a PM1 Senior Project Manager to work as part of the *Client's* Project Management Team.

Outcome Specification

1. General Outline:

- a) The secondment of an PM1 Senior Project Manager ("*Consultant*") to act in accordance with Role Profile reference PM1 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, to include (but not limited to) EA offices in [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 PM1

The *services* specifically excludes the following:

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

2. Site Information already available:

- a) The *Consultant* will be allocated projects according to need from the NW 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.

3. Specifications of standards to be used

- a) Role Profile reference PM1

4. 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.
- b) The *Consultant* shall not work more than [REDACTED] without prior approval from the *Service Manager*.
- c) 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. Travel costs to and from the *Client's* base office will be non-chargeable.
- d) 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.
- e) 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.
- f) *Consultant* shall provide the *services* in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.

5. Requirements of the programme

- a) Secondments will be from 17th August 2020 to 16th August 2022.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 16^h August 2022.

6. 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

Senior Project Manager - PCM EA Grade 6 (PM1)

Job Purpose

The Project Manager 1 role provides senior project management services within our Operational Teams on major projects and strategies, together with the Project Executive services to our programme of projects. This role also provides mentoring and support to junior project managers, where required.

Role description

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

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

Education, Professional Qualifications Requirements

The individuals proposed for the role of Project Manager 1 shall demonstrate:

- Minimum of six years' project management experience
- A project management qualification such as PRINCE2 or APM
- A relevant degree such as in civil engineering, environmental science or geography
- Strong history in both contract (NEC3 and 4) and project management.
- A member of a related professional body, preferably chartered

- A record of delivering complex, high-risk projects successfully including working on civil engineering projects.
- The ability to bring big-picture thinking that improves the methods, behaviours and processes.
- A full driving licence, as some travel is involved.

Expectations for this role

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



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

Geographical Area: Midlands
Project Name: Future Funding Wave 3 WMD AP Officer Grade 3
Project Number: ENV0002829C

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58514

Revision	Status	Originator	Reviewer	Date

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

Project Name Future Funding Wave 3 WMD AP Officer Grade 3

Project Number ENV0002829C

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
WMD Scope AECOM Dated 21st July 2020

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

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

Main Option	Option E	Option for resolving and avoiding disputes	W2
-------------	----------	--	----

Secondary Options

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

The *service* is Supply of AP Officer Grade 3 of Bought in Service (post ref WMD-5-AP-G3O-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
WMD Scope AECOM Dated 21st July 2020

The *language of the contract* is English

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

The *period for reply* is 2 weeks

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

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

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

2 The Consultant's main responsibilities

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

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

3 Time

The *starting date* is 03 August 2020

The *Client* provides access to the following persons, places and things
 access *access date*
 EA offices to be advised
 EA systems 03 August 2020

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

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

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

4 Quality management

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

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

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

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

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are [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 accord
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
-------	-------------------	---

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

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The *end of liability date* is 6 Years after the
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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

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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 AP Officer Grade 3
Responsibilities WMD-5-AP-G30-01
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
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Managing and mitigating the impact of Covid 19 and working in accordance

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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
██████████
██████████
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Address for electronic communications
██

Classification: Internal

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

[Redacted signature area]

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

AECOM Limited

[Redacted signature area]

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Future Funding Wave3 WMD AP Officer
Project SOP reference	ENV0002829C
Contract reference (Bravo)	Ecm_58514
Date	21 st July 2020
Version number	V1.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
21/07/2020	WMD specific details	1.0

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

Provision of AP Officer Grade 3 to work as part of the *Client's* Asset Performance Team.

Outcome Specification

2. General Outline:

- a) The secondment of AP Officer Grade 3 ("*Consultant*") to act in accordance with Role Profile reference G3AP as appropriate 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 the EA office in [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.
- b) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference G3AP

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 *Client's* Project 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 G3AP

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 [REDACTED] 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 3rd 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 [REDACTED]
- c) Systems access to include: [REDACTED]

ROLE Profile

Officer, Flood & Coastal Risk Management EA Grade 3

Asset Management

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

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

Job Purpose

Acts as part of a team, either delivering assets, managing assets or providing support to teams delivering the Environment Agency asset management strategy.

Roles perform and / or contribute to a range of activities. May be field based undertaking activities such as inspection, monitoring and maintenance, or office based providing information to support the asset management lifecycle. Some roles may also support projects.

Roles are likely to interact with internal and external customers.

These roles work to standardised procedures and are required to plan and organise their own work to achieve short term results

Representative Accountabilities

- Engaged in management of our assets by collecting and processing data, either in the field or through office based activities, to ensure the required standards are met and maintained.
- Provides routine analysis and interpretation of data. Prepares basic reports, identifying concerns and providing a first level response to support asset management activities and decisions.
- Monitors progress of work ensuring that asset maintenance and projects progress in line with plans and comply with required policy. This may involve monitoring subcontractors, identifying risks, and feeding back effectively.
- Co-ordinates and chases responses to correspondence and enquiries, ensuring that internal and external information is effectively processed and tracked to ensure compliance with Environment Agency policy and procedure.
- Maintains good customer focus. Acts as a point of contact, working with peers internally and local contacts externally to help minimise the risks associated with our assets.
- Operates and maintains data and information systems effectively. Ensures records are stored accurately, are up to date and readily accessible to facilitate team activities.
- Roles may provide support to team members in delivery of larger projects.

Typical skills, knowledge and experience

- Requires specific and relevant skills and / or experience to independently carry out required tasks and activities in an engineering / asset management environment.
- Roles are expected to exercise judgement in prioritisation and highlight potential issues.
- Good level of literacy and numeracy required.

- Required to build relationships based on understanding customers' needs and providing the service required.
- Required to use standard IT packages efficiently to deliver work and able to learn specialised systems as required.
- Roles may be required to use specialised equipment.

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.

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