



**Framework:**  
**Supplier:**  
**Company Number:**

**Client Support Framework**  
**Jeremy Benn Associates Ltd**  
**03246693**

**Geographical Area:**  
**Project Name:**  
**Project Number:**

**Future Funding Wave 3 NAT FRMP PSO Grade 5**  
[REDACTED]

**Contract Type:**  
**Option:**

**Professional Service Contract**  
**Option E**

**Contract Number:**

**ecm\_58555**

Revision	Status	Originator	Reviewer	Date

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

**Project Name** Future Funding Wave 3 NAT FRMP PSO Grade 5

**Project Number** [REDACTED]

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference  
NAT FCRM Scope JBA Dated 29th 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 FCRM Senior Advisor of Bought in Service (post ref BIS-1-FCRMDIR-G6A-01) resource to support the EA's capital programme for 2020/21.

The *Client is* Environment Agency

*Address for communications* Horizon House  
Deanery Road  
Bristol  
BS1 5AH

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

The *Service Manager is* [REDACTED]

*Address for communications* Environment Agency

Horizon House  
Deanery Road  
Bristol  
BS1 5AH

*Address for electronic communications* [REDACTED]

The *Scope is in*  
NAT FCRM Scope JBA Dated 29th 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 accordance with Public Health England guidance, as may vary from time to time, between 1st July and 31st October 2020
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	<a href="#">'to be confirmed'</a>
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers

### Z Clauses

#### Z1 Disputes

Delete existing clause W2.1

#### Z2 Prevention

The text of clause 18 Prevention is deleted.

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

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

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

#### Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

#### Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

#### Z6 The Schedule of Cost Components

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

**Z7 Linked contracts**

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

**Z8 Requirement for Invoice**

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

**Z9 Conflict of Interest**

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

**Z10 Change in Control**

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

**Z11 Rate Increase Provision**

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

**Z12 Waiver**

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

## Secondary Options

### OPTION X2: Changes in the law

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

### OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term *beneficiary*

**Part Two - Data provided by the Consultant**

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

**1 General**

**The Consultant is**

Name and company number Jeremy Benn Associates Ltd

Address for communications [Redacted]

Address for electronic communications [Redacted]

The fee percentage is [Redacted]

*The key persons are*

Name (1)	[Redacted]
Job	Senior Advisor
Responsibilities	BIS-1-FCRMDIR-G6A-01
Qualifications	See CV
Experience	See CV

*The key persons are*

Name (2)	[Redacted]
Job	Senior Advisor
Responsibilities	BIS-1-FCRMDIR-G6A-01
Qualifications	
Experience	

*The key persons are*

Name (3)	[Redacted]
Job	[Redacted]
Responsibilities	[Redacted]
Qualifications	[Redacted]
Experience	[Redacted]

*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.  
When travel is required expenses claimable (See CSF Deed of Agreement  
Schedule 6 section 12) will be added by CE. [REDACTED]

[REDACTED]

- 
- 
- 
- 
- 
- 
- 

### 3 Time

The programme identified in the Contract Data is

[REDACTED]

### Resolving and avoiding disputes

The *Senior Representatives of the Consultant* are

Name (1) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

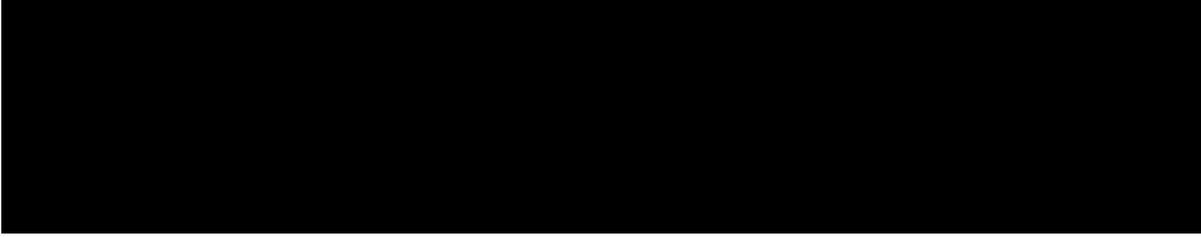
[REDACTED]

## Contract Execution

### *Client* execution

Signed under hand by

for and on behalf of **the Environment Agency**



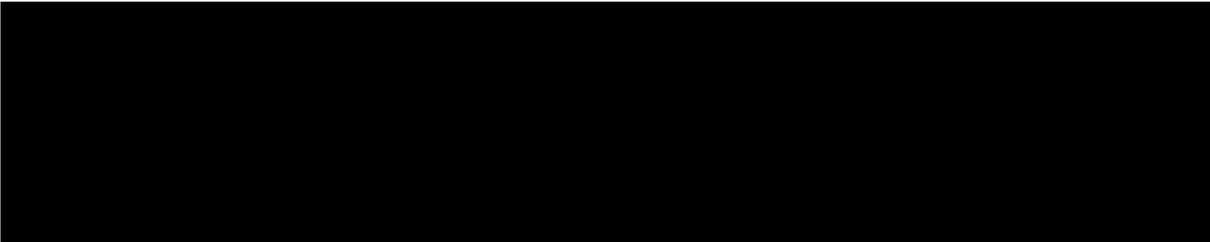
### *Consultant* execution

Signed under hand by



for and on behalf of

**Jeremy Benn Associates Ltd**



# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave 4 National FCRM Advisors
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Ecm_58555
Date	29 <sup>th</sup> July 2020
Version number	V1.0
Author	[REDACTED]

## Revision history

Revision date	Summary of changes	Version number
01/06/2020	First Draft	0.1
29/07/2020	NAT FCRM specific details	1.0

customer service line  
03708 506 506

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

incident hotline  
0800 80 70 60

floodline  
0845 988 1188

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of FCRM Advisor Grade 6 to work as part of the *Client's* FCRM Directorate Team.

### Outcome Specification

2. General Outline:
  - a) The secondment of a FCRM Senior Advisor Grade 6 ("*Consultant*") to act in accordance with Role Profile reference FCRMDIR FRMPG6 attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.
  - b) These are national roles and 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 FCRMDIR FRMPG6.
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 directorate programme and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.
5. Specifications of standards to be used
  - a) Role Profile reference FCRMDIR FRMPG6
6. Constraints on how the *Consultant* provides the *services*
  - a) The *Consultant* is to be based [REDACTED] hours per week) in the named *Client* offices. The *Consultant* will also be expected to attend sites or suppliers offices as required.

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

#### 7. Requirements of the programme

- a) Secondments will be from 3<sup>rd</sup> August 2020 to 31<sup>st</sup> March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31<sup>st</sup> March 2021.

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

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

## ROLE Profile

### Senior Advisor, Flood & Coastal Risk Management EA Grade 6

#### Advise and Shape (Flood risk management plans - national role)

##### Job context

Our new Flood and Coastal Erosion Risk Management Strategy is setting the strategic direction for flood risk management. *The Flood Risk Regulations 2009 require the Environment Agency and lead local flood authorities (LLFAs) to prepare Flood Risk Management Plans (FRMPs) every 6 years.*

##### Job Purpose

Provide specialist advice and knowledge to shape/inform/deliver FCRM 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.

Recognised technical or professional expertise to develop sustainable future facing solutions for their work area.

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

- *Flood risk management plans.* Oversee and support the delivery of 2nd Cycle Flood Risk Management Plans including the integration and engagement with 3rd cycle River Basin Management Plans. Work effectively with people across the business and external partners, National Stakeholders, Senior Managers and Area colleagues. manage the delivery and implementation of a new data visualisation tool – Flood Map Explorer through working with suppliers, Area teams and Risk Management Authorities
- *FCERM strategic planning.* Have an excellent understanding of strategic planning, flood risk management plans, the FCERM landscape, asset management system and its interface with the wider Business of the Agency. Experience of river basin and catchment planning, investment planning, programme development, and our interface with external partners and plans. Experience of working on LLFA local flood risk management strategies.
- *Data and information management.* Collecting and analysing data. Developing data quality performance monitoring. Embedding data management principles across Area teams. Key skills – use of MS Excel, analysing large and complex data sets, present data in usable formats
- *Communications and report writing.* Producing high quality reports, contributing to papers and turning complex information into easily digestible, user friendly outputs. Key skills – strong written and verbal communications
- *Relationships.* Develop and maintain good working relationships with others. Key skills – ability to pro-actively seek relevant relationships and sustain them
- *Project and programme management.* Utilise project/programme management skills to plan and manage multiple priorities to tight and competing deadlines. Key skills – Excellent knowledge of project/programme management, managing competing demands. Knowledge of Water company working, price reviews, business plans.

##### Representative Accountabilities

- Provides specialist expertise and guidance across the organisation, and wider, on a range of issues, to ensure the effective implementation of legislation, policy, and evidence.

- Identifies gaps in current operations and commissions or leads new work, ensuring decisions are made on sound evidence and are in line with organisational objectives.
- Interacts widely, developing and maintaining effective relationships with key stakeholders and partners, both internally and externally, to influence decisions and bring about successful outcomes and solutions.
- Develops and reviews statements, briefings and other documentation to enable consistent understanding and application of legislation, evidence and policy.
- Leads and manages work and projects, delivering directly and through others. Identifies risks and opportunities, taking action to deal with issues, enhance the service and ensure appropriate allocation of time and effort.
- Leads the delivery of specialised advice and guidance and / or effective implementation of reputational, political and / or technically complex regulatory or operational activities. Often this involves managing a diverse range of skills.
- Leads or supports project teams to achieve well planned and managed integrated solutions. Typically these are complex projects with a wide scope, possibly involving multiple partners.
- Accountable for good quality management reporting and documentation to support the planning of strategic priorities, to inform business decisions and provide a sound basis from which to communicate with and influence internal and external partners.
- Develops, maintains and shares technical expertise with staff to improve knowledge and competence throughout the organisation as required.
- 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.
- 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.

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

- Have an excellent understanding of strategic planning, flood risk management plans (Flood Risk Regulations 2009), the FCERM landscape, river basin management plans and its interface with the wider Business of the Agency.
- Experience of investment planning, programme development, and our interface with external partners and plans, including working on LLFA local flood risk management strategies.
- Have great problem solving skills, good technical capabilities, with a strategic mind set to provide direction and develop new ways of working that improve organisational effectiveness
- Providing technical leadership, and/or 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.
- Can demonstrate professional leadership and experience of implementing best practice solutions based on up-to-date knowledge and expertise.

- Actively forming and maintaining close links with internal and external partners/stakeholders to deliver the outcomes of both a specific function/project/team and the wider organisation.
- Prioritising and delivering work within a programme and project management framework to time, cost and quality.
- Shaping and facilitating change/new ways of working to improve efficiency & productivity (whilst making and responding appropriately to constructive challenge)
- Identifying critical knowledge gaps in the business and developing solutions to address them.
- Using strong communication and networking skills to influence, or help deliver outcomes through, partner/stakeholder organisations.
- Interpreting/evaluating evidence to propose effective solutions for challenging problems.

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

- Educational 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 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.
- Influence and negotiate across disciplines. Required to flex communication style and deliver tough messages when necessary.
- Work individually or through others to deliver results on time, to required quality standards and cost, to fulfil the business plan and achieve or support environmental goals.
- Understand, interpret and communicate the role of the Environment Agency broadly, and maintain understanding of external partners and customers and their needs, and manage expectations.



**Framework:** Client Support Framework  
**Supplier:** Jeremy Benn Associates Ltd  
**Company Number:** 03246693

**Geographical Area:** Midlands  
**Project Name:** Future Funding Wave 4 WMD AP Grade 4 & PSO Grade 5  
**Project Number:** [REDACTED]

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

**Contract Number:** ecm\_58556

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

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*Address for communications* Environment Agency  
  
Horizon House  
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**2 The Consultant's main responsibilities**

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

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

**3 Time**

The *starting date* is 10 August 2020

The *Client* provides access to the following persons, places and things  
 access *access date*  
 EA offices to be advised  
 EA systems 10 August 2020

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

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

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

**4 Quality management**

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

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

**5 Payment**

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

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

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

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

The *exchange rates* are those published in on

**6 Compensation events**

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st July and 31st October 2020
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

<p>The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i></p>	<p>£5 million in respect of each claim, without limit to the number of claims</p>	<p>12 years</p>
<p>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></p>	<p>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</p>	<p>12 months</p>
<p>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</p>	<p>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</p>	<p>For the period required by law</p>
<p>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</p>	<p>£5 million</p>	

**Resolving and avoiding disputes**

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

**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



Experience -

The following matters will be included in the Early Warning Register

Travel expenses are not included due to the current Covid 19 arrangements. When travel is required expenses claimable (See CSF Deed of Agreement Schedule 6 section 12) will be added by CE: [REDACTED]

- [REDACTED]
- 
- 
- 
- 
- 
- 

**3 Time**

The programme identified in the Contract Data is

[REDACTED]

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

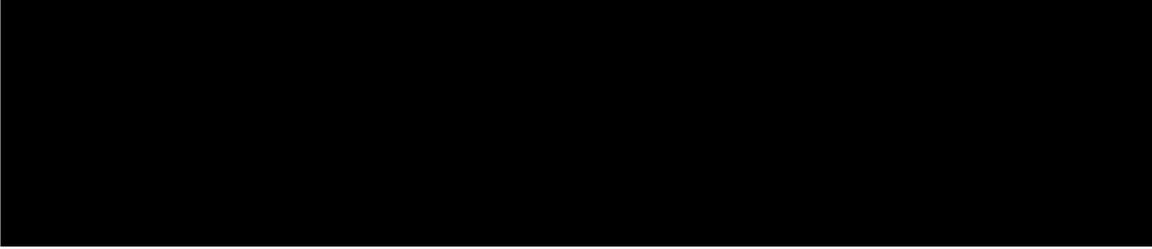
[REDACTED]

## Contract Execution

### *Client execution*

Signed under hand by

for and on behalf of **the Environment Agency**



### *Consultant execution*

Signed under hand by



for and on behalf of **Jeremy Benn Associates Ltd**



**19 August 2020**

# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave 4 WMD AP & PSO Advisor
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Ecm_58556
Date	4 <sup>th</sup> August 2020
Version number	V1.0
Author	[REDACTED]

## Revision history

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

customer service line  
03708 506 506

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

incident hotline  
0800 80 70 60

floodline  
0845 988 1188

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of AP Officer Grade 4 and PSO Advisor Grade 5 to work as part of the *Client's* Asset Performance and Partnerships & Strategic Overview teams.

### Outcome Specification

2. General Outline:
  - a) The secondment of AP Officer and PSO Advisor ("*Consultant*") to act in accordance with Role Profile reference G4AP and G5PSO attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.

Role Reference	Role Title	Role Profile Reference Number	
WMID-1-AP-G4O-01	Asset Performance Officer	G4AP	
WMD-1-PSO-G5A-01	PSO Advisor	G5PSO	

- b) The *Consultant* may be based in a number of EA offices as appropriate, including [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.
- c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference G4AP and G5PSO

3. The *services* specifically excludes the following:

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

4. Site Information already available:

- a) The *Consultant* will be allocated projects according to need from the IDT programme and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.

5. Specifications of standards to be used

- a) Role Profile reference G4AP and G5PSO

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

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

7. Requirements of the programme

- a) Secondments will be from 10<sup>th</sup> August 2020 to 31<sup>st</sup> March 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 31<sup>st</sup> March 2021.

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

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

Role Reference	
WMID-1-AP-G4O-01	

WMD-1-PSO-G5A-02

c) Systems access to include:

## **ROLE Profile**

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

#### **Asset Management**

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

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

#### **Job Purpose**

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

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

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

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

#### **Representative Accountabilities**

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

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

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

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

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

### **Expectations for these roles**

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

## **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