



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

Geographical Area: National
Project Name: AMO Future Funding Wave 2 AP Senior Advisor Grade 6
Project Number: ██████████

Contract Type: Professional Service Contract
Option: Option E

Contract Number: ecm_58427

Revision	Status	Originator	Reviewer	Date

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

Project Name AMO Future Funding Wave 2 AP Senior Advisor Grade 6

Project Number ██████████

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 1 inclusive of the Framework schedules are relied upon with this contract.

The following documents are incorporated into this contract by reference
AMO Scope AECOM Dated 6th 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 NEC Professional Service Contract June 2017.

Main Option Opt on for resolving and avoiding disputes

Secondary Options

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

The service is Supply of AP Senior Advisor Grade 6 of Bought in Service (post.ref AMO-5-AP-G6SA-02) resource to support the EA's capital programme for 2020/21.

The Client is Environment Agency

Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications paull.s@environment-ag.gov.uk

The Service Manager is ██████████

Address for communications Environment Agency

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

The Scope is in AMO Scope AECOM Dated 6th 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 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 weeks

3 Time

The starting date is 20 July 2020

The Client provides access to the following persons places and things
access EA offices to be advised access date
EA systems 20 July 2020

The Consultant submits revised programmes at intervals no longer than 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 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 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

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 COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	£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 Consultant) arising from or in connection with the Consultant 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 Consultant 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 Consultant's total liability to the Client for all matters arising under or in connection with the contract other than the excluded matters is limited to

Resolving and avoiding disputes

The tribunals	litigation in the courts
The Adjudicator is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	'to be confirmed'
The Adjudicator nominating body is	The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W.2.1

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 explosions

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 exceeded beyond the agreed time 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 programme 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 to 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 start 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 a different period stated in the Contract Data with 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 to 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 21.1.

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 duration 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 212. 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.
Managing and mitigating the impact of Covid 19 and working in accordance w

3 Time

The programme identified in the Contract Data is

[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives of the Consultant* are

Name (1) [REDACTED]
Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]
Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

Classification: Internal

Contract Execution

Client execution

Signed under hand by

[Redacted]

for and on behalf of the Environment Agency

[Redacted]

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

AECOM Limited

[Redacted]

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	AMO Future Funding Wave 2 Senior Advisor G6
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Project_29497 / Contract ecm_58427
Date	6 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
06/07/2020	AMO 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 an AP Senior Advisor to work as part of the *Client's* Asset Management Operations Team to support delivery AMO programme.

Outcome Specification

1. General Outline:

- a) The secondment of an AP Senior Advisor ("*Consultant*") to act in accordance with Role Profile reference G6 Senior User 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 home based , 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 G6 Senior User

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 AMO 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 G6 Senior User

4. 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.
- b) The *Consultant* shall not work more than [REDACTED] hours per week 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 20th July 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.

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 User, Flood & Coastal Risk Management EA Grade 6

Job Purpose

The senior user is vital to the success of the project and represents the interests of the users who will benefit from the project's products or deliverable. The Senior User is responsible for ensuring that users agree Acceptance Criteria against which the output of the project will be measured and for ensuring that these will meet the needs of the users.

The senior user is an active role and must be undertaken by an individual with sufficient expertise and time to be effective. They are not expected to get involved in the day-to-day running of the project. They are normally appointed by the project executive in liaison with the project sponsor or project manager.

They work closely with the project sponsor to represent the needs of the business and represent all the project Users. They engage with the community who will use the project's products to understand requirements and ensure these are met before the products are handed over to the business and the project closed. They should come from the business and there may be more than one senior user on a project depending on the size and complexity of the change.

The role does not necessarily attach to a particular level of management. It is more important that they:

- have the authority necessary to represent the end users of the project; and liaise regularly with Users
- have technical expertise and business awareness appropriate to the project; and can verify product quality and functionality
- are committed to the success of the project and its delivery of the product/benefits;
- remain objective and open in their dealings with the project team;
- are supported by line managers to devote adequate time to the project;
- are not the same person as the project sponsor, executive or manager.

Interaction with other roles:

- Support the Project Executive and assist in directing the project; Advise the Project Executive of any user issues that may impact the project; Advise the Project Executive of the impact on users of any changes being considered by the Project Board; Negotiate with the Project Executive and Senior Supplier regarding the provision of user requirements balanced against the cost of providing those requirements
- Take responsibility for the development of user requirements specifications, acceptance criteria and user acceptance testing documentation, aided as necessary by the Project Manager; Assist the Project Manager in managing user resources on the project
- Provide the perspectives of all users on the matters the Project Board addresses; Establish and chair user groups as necessary and ensure a consolidated user view is presented to the Project Board;

Representative Accountabilities

- Requirements Management - Take responsibility for the development of user requirements specifications, acceptance criteria and user acceptance testing documentation, aided as necessary by the Project Manager;
- Quality Management - Ensure the quality of user project deliverables meets the standards laid down by the project or program management; define project acceptance criteria;
- Benefits Management - ensure the desired outcomes and benefits of the project are clearly articulated; ensure the project produces products which deliver the desired outcomes and benefits and agree user requirements; work with individual benefits owners to ensure expected benefits are monitored, reviewed. Provide a statement of actual versus forecast benefits at the benefits reviews
- Stakeholder engagement - contribute to project board decisions on escalated issues, with particular focus on product usability and safeguarding expected benefits; Brief and advise user management on all matters concerning the project, provide the user view on follow on action recommendations
- Governance - prioritise and contribute user opinions to project board decisions on whether to implement recommendations on proposed changes; provide the user view on follow-on action recommendations; receive products from the project on behalf of the business and ensure the products are signed off once complete;
- Assurance - undertake project assurance from the user perspective (user assurance)
- Business change & Implementation - work with the user community to ensure they are consulted on a transition to business as usual

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
- PRINCE2 Practitioner / Agile Project Management Practitioner / APM Registered Project Professional

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