



Framework:	Client Support Framework
Supplier:	
Company Number:	
Geographical Area:	National
Project Name:	Project Management Support for Net Zero Infrastructure
Project Number:	36139
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	ecm_65038
Stage:	Study_or_Service_NOT_Design

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name Project Management Support for Net Zero Infrastructure

Project Number 36139

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
36139_CSf Project Proposal Proforma - PM2 G4
36139_CSf Tender Evaluation Criteria - PM2 G4
36139_Pricing Schedule - PM2 G4
36139_Scope PM2 G4 Half Fte

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

The *service* is The role of G4 Project Manager will be expected to undertake the following:
•Contribute to the development and delivery of the programme vision and programme management plan, providing professional /

The *Client* is

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The Scope is in
36139_Scope PM2 G4 Half Fte

The *language of the contract* is English

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

The *period for reply* is 2 weeks

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

The following matters will be included in the Early Warning Register

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

2 The *Consultant's* main responsibilities

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

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

3 Time

The *starting date* is 01 July 2022

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

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

The *completion date* for the whole of the *service* is 30 June 2023

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 per annum (not less than 2) above the
Base rate of the Bank of England

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

The *exchange rates* are those published in
on

6 Compensation events

These are additional compensation events

1. 'not used'
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>	████████████████████ ████████████████████ ████████████████████	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 ████████████████████ ████████████████████ ████████████████████ ████████████████████	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 ████████████████████ ████████████████████ ████████████████████ ████████████████████	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	████████████████████	

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.

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X10: Information modelling

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

OPTION X18: Limitation of liability

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

██████████

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

██████████

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

Address for communications

Address for electronic communications

The fee percentage is

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

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
N/A

3 Time

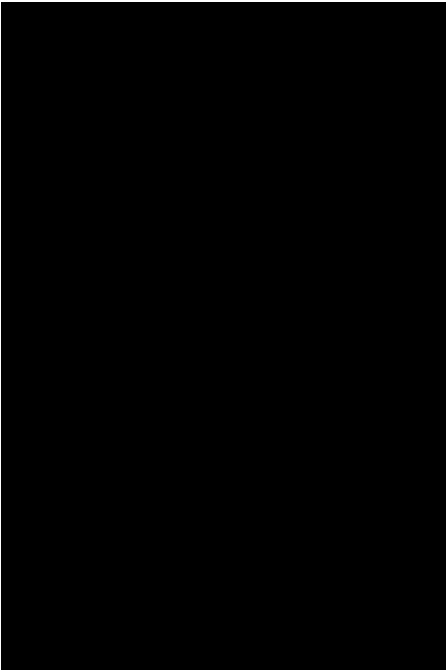
The programme identified in the Contract Data is
N/A

5 Payment

The *activity schedule* is

The forecast of the Prices is
[REDACTED]

Resolving and avoiding disputes



X10: Information Modelling

The *information execution plan* identified in the Contract Data is
N/A

Contract Execution

Client execution

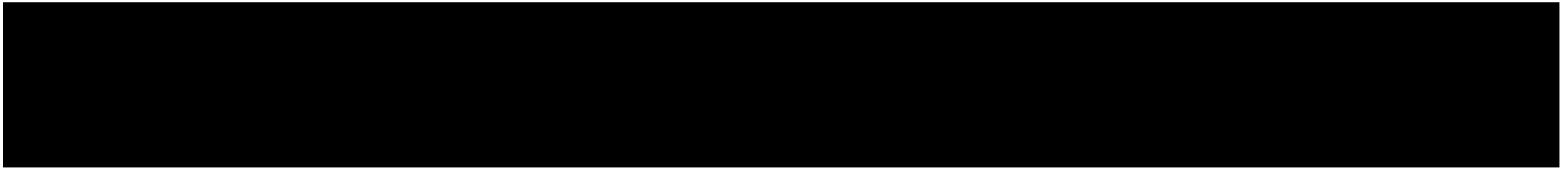
Signed Underhand by [PRINT NAME] for and on behalf of the Environment Agency

[Redacted Signature]

Consultant execution

Signed Underhand by [PRINT NAME] for and on behalf of [Redacted Name]

[Redacted Signature]



Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract information

Project name	Net Zero Carbon for Infrastructure Programme: Programme Management Office (Project Manager 2)
Project 1B1S reference	
Contract reference	36139
Date	April 2022
Version number	DRAFT
Author	

Revision history

Revision date	Summary of changes	Version number
	First issue	

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

1 Objectives of the Role

Objective

The Environment Agency has committed to reaching net zero by 2030. This means reducing our total carbon emissions, including those of our supply chain, by 45% by 2030. We will offset the rest through projects that harmlessly lock up carbon and offer wider benefits, such as reduced flood risk and more habitat to boost biodiversity.

To achieve this target, we need to do things differently. The Net Zero Carbon for Infrastructure Programme will support teams delivering and managing infrastructure assets to decarbonise their work by developing new tools and methods. The programme will ensure we have the right capability and capacity to achieve Net Zero Carbon by 2030.

The Net Zero Carbon for Infrastructure Programme is responsible for:

- Reporting progress against:
 - The agreed strategic outcomes of the [REDACTED]
 - The contribution of these outcomes towards the Environment Agency's Net Zero target.
- Facilitating the development of data, methods, tools and training to support teams managing infrastructure assets to achieve net zero.
- Establishing governance structures and approvals to enable the development and implementation of products from the programme.
- Building an evidence base to support development of policy to support net zero.
- Helping to build the right capacity and capability in the organisation to be able to embed and assure new ways of working.
- Leading and championing the sharing of best practice and new technologies between teams and with partner organisations such as the other risk management authorities and across the construction industry.

Outcome Specification

The primary outcome of this commission is to secure Programme and Project Management services to the Environment Agency Net Zero Carbon for Infrastructure Programme, which is to be provided by the *Consultant*. Outcome specifications and tasks will include, but are not limited to:

- Day to day management of the Programme Office, including responsibility for:
 - Team Management
 - Risk Management
 - Cost Management
 - Programme Management
 - Dependency Management
 - Programme Products
 - Information Management
 - Monthly reporting
- Co-ordination with change office.
- Co-ordination across programme workstreams.
- Co-ordination with internal and external stakeholders.

2 Programme team/ Team structure

The Programme Team sit in the FCRM National PMO team. The Senior Responsible Owner is Dan Bond (Deputy Director of National FCRM Portfolio Management) and the Programme Manager is Owen Tarrant. The CSF provider will report into the Programme Manager, sitting

within the programme office, and provide programme management support to meet the needs of the programme.

3 *Consultant provides the services*

- a) The secondment of an individual to act in a Programme and Project Management roles (**0.5 full time equivalent**) at the CSF Grade 4¹ level reporting to [REDACTED] as per Figure 1 .
- b) If the consultant proposes to second a Grade 4 Project Manager ("*Consultant*") they will act in accordance with the Role Profile provided in Appendix 1 of this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.
- c) The Net Zero Carbon for Infrastructure Programme Team are nationally based and are distributed across offices throughout the country, so there is no specific location required. The *Consultant* will primarily be able to work remotely. 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). Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones but as soon as is practicable will be issued with an EA laptop and network profile.

4 *Constraints on how the consultant provides the services*

- a) The *Consultant* is not to delegate their duties or powers without prior written agreement from the *Client*.
- b) All required travel arrangements are to be made in accordance with the latest Public Health England COVID-19 guidance and in line with our sustainable travel policy.

¹ Consultant can submit proposals for candidates at above grades

- c) The *Consultant* shall not work more than 25 hours per week without prior approval from the Service Manager.
- d) 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.
- e) Any time deemed necessary for the *Consultant* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
- f) 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.
- g) The *Consultant* shall provide the services in compliance with the Client's 'Environment Agency Operational Instructions' and policies.

5 Specifications or standards to be used

The *Consultant* should make full use of the *Client* standard commercial and contract forms that have been developed commercial management.

The *Consultant* is to make full use of the *Client's* web-based project collaboration tool. Whenever practical all records are to be distributed and stored using this project collaboration tool.

Apply industry accepted best practices where appropriate.

6 Requirements of the role

The approved Programme Strategic Outline Case (SOC) identifies a programme completion date of April 2024. Service would be required up until this time End of May 2023.

The Consultant's Employer will inform the Client prior to allocating their *Consultant* on other projects.

The service would specifically exclude activities that could cause conflicts of interest such as:

- Internal *Client* financial approvals
- Development of project tender selection criteria
- Undertaking project tender assessments

7 Services and other things provided by the *Client*

Office equipment and services necessary to undertake the role when attending Environment Agency offices.

Day-to-day line management. These roles will report to: [REDACTED]

[REDACTED]

Timesheets

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

Payment procedure

Payment is subject to the procedure agreed in or under the framework.

Appendix 1 - Role Profile (G4)

Project Manager

Job Purpose

The Project Manager 2 role (0.5 fulltime equivalent) will provide programme and project management services to the Programme Manager. This role also provides support to junior project managers, where required.

Role description

The role of G4 Project Manager will be expected to undertake the following:

- Contribute to the development and delivery of the programme vision and programme management plan, providing professional / technical expertise to maintain alignment of programme with organisation's strategic direction and in line with legislation, Environment Agency policy and required environmental outcomes.
- Development and maintenance of the programme's business case and benefits management plan
- Provide oversight of the delivery of a range low to medium risk multi-disciplinary projects within the constraints of an agreed budget, programme, and quality criteria, to achieve successful outcomes.
- 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.
- Review project risk management and assess interdependencies with wider programme.
- 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.
- 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.

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

Preferred Experience

You will have:

- A good understanding and demonstrable experience of the capital delivery of flood risk and coastal erosion management projects
- A good knowledge of the 5-case business model with experience of the development of sound investment and business cases
- Experience of financial and risk management within the project and programme environment

- Understanding of climate change mitigation policy and the role of whole-life carbon management
- Demonstrable experience of communicating complex information and concepts with the and the ability to develop and maintain effective relationships with internal and external stakeholders
- Demonstrable experience of collaborating with others to deliver a wide range of project outcomes

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.