



**Framework:** Client Support Framework  
**Supplier:** Arcadis Consulting (UK) Ltd  
**Company Number:** 09818546

**Geographical Area:** North East  
**Project Name:** Future Funding Wave 4 NE Senior Project Manager  
**Project Number:** [REDACTED]

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

**Contract Number:** ecm\_58684

Revision	Status	Originator	Reviewer	Date

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

**Project Name** Future Funding Wave 4 NE Senior Project Manager

**Project Number** [REDACTED]

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference  
NE Scope Arcadis Dated 4th August 2020

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

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

Main Option	Option E	Option for resolving and avoiding disputes	W2
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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 Bought in Service Senior Project Manager (post ref NE-PM1-01) 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  
NE Scope Arcadis Dated 4th August 2020

The *language of the contract* is English

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

The *period for reply* is 2 weeks

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

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

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

**2 The Consultant's main responsibilities**

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

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

**3 Time**

The *starting date* is 01 September 2020

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

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

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

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

**4 Quality management**

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

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

**5 Payment**

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

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

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

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

The *exchange rates* are those published in on

**6 Compensation events**

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accord
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

**8 Liabilities and insurance**

These are additional *Client's* liabilities

1. 'not used'
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The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
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The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	6 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the <i>Service</i>	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£5 million

### Resolving and avoiding disputes

The <i>tribunal</i> is		litigation in the courts
The <i>Adjudicator</i> is		'to be confirmed'
Address for communications		'to be confirmed'
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The <i>Adjudicator nominating body</i> is		The Institution of Civil Engineers

### Z Clauses

#### Z1 Disputes

Delete existing clause W2.1

#### Z2 Prevention

The text of clause 18 Prevention is deleted.

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

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

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

#### Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

#### Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

#### Z6 The Schedule of Cost Components

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

#### Z7 Linked contracts

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

#### **Z8 Requirement for Invoice**

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

#### **Z9 Conflict of Interest**

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

#### **Z10 Change in Control**

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

#### **Z11 Rate Increase Provision**

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

#### **Z12 Waiver**

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

## Secondary Options

### OPTION X2: Changes in the law

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

### OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term *beneficiary*



Experience

The following matters will be included in the Early Warning Register

Travel expenses are not included due to the current Covid 19 arrangement

**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

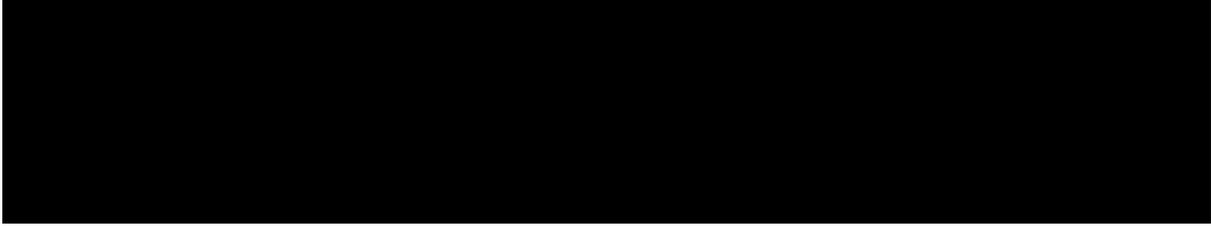
[REDACTED]

## Contract Execution

### *Client execution*

Signed under hand by

for and on behalf of the Environment Agency



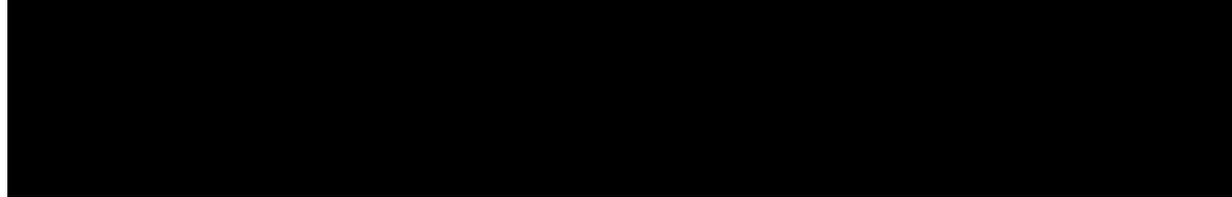
### *Consultant execution*

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# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave 4 NE Senior Project Manager
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Ecm_58684
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	NE specific details	1.0

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of a Senior Project Manager PM1 to work as part of the *Client's* NE Area Programme team.

### Outcome Specification

2. General Outline:
  - a) The secondment of a Senior Project Manager PM1 ("*Consultant*") to act in accordance with Role Profile reference PM1 attached to this scope and within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.

Role Reference	Role Title	Role Profile Reference Number	
NE-PM1-01	Senior Project Manager	PM1	

- b) The *Consultant* may be based in a number of EA offices as appropriate, including EA offices in [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.
  - c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference PM1
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 Area programme and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.
  5. Specifications of standards to be used

a) Role Profile reference PM1

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 1<sup>st</sup> September 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 :

Role Reference	[REDACTED]
NE-PM1-01	[REDACTED]

- c) Systems access to include: [REDACTED]

## **ROLE Profile**

### **Senior Project Manager - PCM EA Grade 6 (PM1)**

#### **Job Purpose**

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

#### **Role description**

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

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

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

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

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

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

#### **Expectations for this role**

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



**Framework:** Client Support Framework  
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**Company Number:** 09818546

**Geographical Area:** National  
**Project Name:** Future Funding Wave 4 LNA AP Advisor  
**Project Number:** [REDACTED]

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

**Contract Number:** ecm\_58602

Revision	Status	Originator	Reviewer	Date

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
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The *service* is Supply of Bought in Service AP Advisor Grade 5 (post ref LNA-1-AP-G5A-01) resource to support the EA's capital programme for 2020/21.

The *Client* is Environment Agency

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

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- 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.

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

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- 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.

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

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

**Z12 Waiver**

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

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### 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

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The *end of liability date* is 6 Years after the  
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The period for payment is 14 Days after the date on which payment becomes due

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

term *beneficiary*

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

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

Arcadis Consulting (UK) Ltd

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)



Job

AP Advisor

Responsibilities

LNA-1-AP-G5A-01

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

Travel expenses are not included due to the current Covid 19 arrangement

**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*

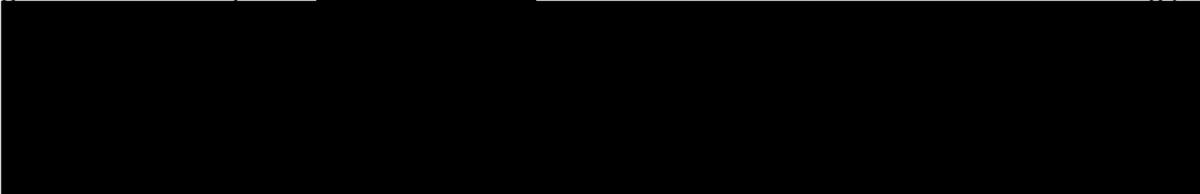
Signed under hand by \_\_\_\_\_ for and on behalf of the Environment Agency



### *Consultant execution*

### *Consultant execution*

Signed under hand by \_\_\_\_\_ for and on behalf of Arcadis Consulting (UK) Ltd



# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave 4 LNA AP Advisor
Project SOP reference	[REDACTED]
Contract reference (Bravo)	Ecm_58602
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	LNA specific details	1.0

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of an AP Advisor Grade 5 to work as part of the *Client's* Asset Performance (Witham) team.

### Outcome Specification

2. General Outline:
  - a) The secondment of an AP Advisor ("*Consultant*") to act in accordance with Role Profile reference G5AP 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	
LNA-1-AP-G5A-01	AP Advisor	G5AP	

- b) The *Consultant* may be based in a number of EA offices as appropriate, including EA offices in [REDACTED], however in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to); The Environment Agency supports flexible working to support reduced carbon impact and work-life balance so once the *Consultant* has established themselves within the EA teams and is competent in EA activities, working from home or other EA offices may be supported. Initially at least, the *Consultant* will need to use their existing IT equipment such as laptops and mobile phones.
- c) The *Consultant* will be expected to perform the role duties and responsibilities outlined in the attached Role Profile reference G5AP

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 G5AP

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. This post will report to :

Role Reference	[REDACTED]
LNA-1-AP-G5A-01	[REDACTED]

- c) Systems access to include: [REDACTED]

## **ROLE Profile**

### **Officer, Flood & Coastal Risk Management EA Grade 5**

#### **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 specialist or team leader. Role accountabilities can be interchangeable depending on the team and work being delivered but the overarching theme of all roles is leadership and assurance of our asset management services.

Specialist roles contribute to delivery of environmental objectives by acting as the technical advisor within specific area of expertise. Team leader roles contribute through the management of a team to deliver on the specific aspects of the asset management whole lifecycle.

Roles may be responsible for directing project resources in a matrix structure working across the organisation or wider.

Works within a broad framework and outputs are subject to review.

#### **Representative Accountabilities**

Specialists:

- Provide expertise to support delivery of outcomes from our assets. This may involve advising teams and external partners in the execution of asset management activity, developing and implementing policy & processes.
- Produce and / or review documentation such as technical designs, risk assessments, reports or instructions to support management decisions and ways of working.

Team leaders:

- Responsible for a team, providing leadership, direction and prioritising team activities in delivery to achieve specific asset management activities.
- Recruit, motivate and develop team members to ensure effective delivery of asset management activities. Ensures appropriate skill levels are developed and maintained and team performance is optimised in line with business objectives

All roles:

- Plan and manage progress of work in line with defined plans. Identify risks to the delivery of priorities, making appropriate action to resolve issues. Some roles manage internal and / or external resources.
- Develop and maintain relationships, internally and externally to minimise the risks associated with our assets. In some cases, may be required to represent the Environment Agency at local government and public meetings, or similar. Roles may be required to work with colleagues across the Defra group to ensure services are delivered in the best way possible.

- May lead projects, usually to bring about effective change or improve business support services. May contribute to larger more complex projects.

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

- Roles require proven experience, usually gained within a relevant field. Depending on the role, this could be specific technical, engineering or other relevant specialised expertise / people management / project management.
- Requires detailed understanding of relevant business practices and procedures to enable management of, or planning for, delivery across multidisciplinary teams.
- Needs to understand management of budgets, revenue and / or capital expenditure.
- Roles typically require a relevant degree or equivalent experience  
Roles at this grade in this job family may require professional qualifications or Chartered status.
- For some roles specialised and /or professional qualifications are mandatory.

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

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

#### **Expectations for these roles**

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



**Framework:** Client Support Framework  
**Supplier:** Arcadis Consulting (UK) Ltd  
**Company Number:** 09818546

**Geographical Area:** North East  
**Project Name:** Future Funding Wave 4 YOR PM3  
**Project Number:** [REDACTED]

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

**Contract Number:** ecm\_58781

Revision	Status	Originator	Reviewer	Date

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

**Project Name** Future Funding Wave 4 YOR PM3

**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  
YOR Scope Arcadis Dated 4th August 2020

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

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

Main Option	Option E	Option for resolving and avoiding disputes	W2
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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 Bought in Service (post ref YOR-5-PM3-G5A-05) resource to support the EA's capital programme for 2020/21.

The *Client* is Environment Agency

Address for communications  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications [enquiries@environment-agency.gov.uk](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  
YOR Scope Arcadis Dated 4th August 2020

The *language of the contract* is English

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

The *period for reply* is 2 weeks

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

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

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

**2 The Consultant's main responsibilities**

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

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

**3 Time**

The *starting date* is 21 September 2020

The *Client* provides access to the following persons, places and things  
 access *access date*  
 EA offices to be advised  
 EA systems 21 September 2020

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

The *completion date* for the whole of the *service* is 01 September 2021

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

**4 Quality management**

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

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

**5 Payment**

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

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

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

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

The *exchange rates* are those published in on

**6 Compensation events**

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accord
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

**8 Liabilities and insurance**

These are additional *Client's* liabilities

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

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

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

The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	6 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the <i>Service</i>	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£5 million

**Resolving and avoiding disputes**

The <i>tribunal</i> is		litigation in the courts
The <i>Adjudicator</i> is		'to be confirmed'
Address for communications		'to be confirmed'
Address for electronic communications		<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
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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* .

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

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

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

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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.

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## 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

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The *end of liability date* is 6 Years after the  
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The period for payment is 14 Days after the date on which payment becomes due

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term *beneficiary*

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

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**1 General**

**The Consultant is**

Name and company number

Arcadis Consulting (UK) Ltd

Address for communications



Address for electronic communications



The fee percentage is



The key persons are

Name (1)



Job

Assistant Project Manager

Responsibilities

YOR-5-PM3-G5A-05

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

Travel expenses are not included due to the current Covid 19 arrangement

**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

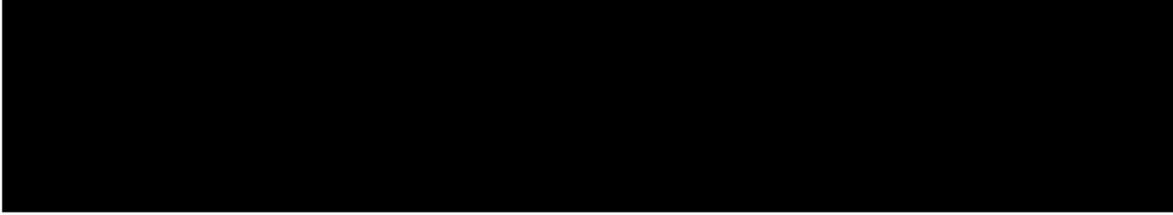
[REDACTED]

## Contract Execution

### *Client execution*

Signed under hand by

for and on behalf of the Environment Agency



### *Consultant execution*

### *Consultant execution*

Signed under hand by

for and on behalf of

Arcadis Consulting (UK) Ltd



# Environment Agency NEC4 professional services contract (PSC) Scope

## Project / contract Information

Project name	Future Funding Wave YOR Assistant Project Manager
Project SOP reference	██████████
Contract reference (Bravo)	Ecm_58781
Date	4 <sup>th</sup> August 2020
Version number	V1.0
Author	██████████

## Revision history

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

## Details of the services

Details of the *services* are:

1. Description of the work:

### Objective

Provision of an Assistant Project Manager to work as part of the *Client's* Asset Performance team.

### Outcome Specification

2. General Outline:
  - a) The secondment of an Assistant Project Manager ("*Consultant*") to act in accordance with Role Profile reference PM3 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	
YOR-5-PM3-G5A-05	Assistant Project Manager	PM3	

- b) The *Consultant* may be based in a number of offices as appropriate as this is a national role, 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 PM3

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 Asset Performance Team programme and any additions to it. These projects may either be stand alone or be part of a package/sub-programme of projects being delivered together.

5. Specifications of standards to be used

- a) Role Profile reference PM3

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 21<sup>st</sup> September 2020 to 1<sup>st</sup> September 2021.
- b) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects / utilisation post 1<sup>st</sup> September 2021.

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

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

Role Reference	
YOR-5-PM3-G5A-05	

d) Systems access to include:



## **ROLE Profile**

### **Assistant Project Manager - PCM EA Grade PM3**

#### **Role description**

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

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

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

The individuals proposed for the role of Project Manager 3 shall demonstrate:

- A minimum of one year of project management experience
- Working towards a project management qualification such as PRINCE2 or APM
- A relevant degree such as in civil engineering, environmental science or geography
- History in both contract (NEC) and project management.
- Working towards a related professional body, preferably chartered
- A record of delivering/supporting projects successfully including working on civil engineering projects.
- The ability to bring big-picture thinking that improves the methods, behaviours and processes.
- A full driving licence, as some travel is involved.

### **Expectations for this role**

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