



Framework:
Supplier:
Company Number:

Client Support Framework
Arcadis Consulting (UK) Ltd

Geographical Area:
Project Name:
Project Number:

National
Midlands Hub Delivery Manager Secondment
ENV0003025C

Contract Type:
Option:

Professional Service Contract
Option E

Contract Number:

project_31503

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name Midlands Hub Delivery Manager Secondment

Project Number ENV0003025C

This contract is made on 26 November 2020
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
Midlands_Hub_DM_Scope v1

Part One - Data provided by the Client

**Statements given in
all Contracts**

1 General

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

Main Option

Option E

 Option for resolving and avoiding disputes

W2

Secondary Options

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

The service is Provide a seconded Delivery Manager to the Environment Agency's Midlands Programme & Contract Management Delivery Hub.

The *Client* is Environment Agency

Address for communications

Address for electronic communications [N/A](#)

The *Service Manager* is

Address for communications Environment Agency

Address for electronic communications

The Scope is in
Midlands_Hub_DM_Scope v1 dated 26 October 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

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'
'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 05 October 2020

The *Client* provides access to the following persons, places and things
access
EA laptop, user profile and access to EA systems 05 October 2020 *access date*

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

The *completion date* for the whole of the service is 05 February 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 All UK Offices

The *exchange rates* are those published in on

6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st November 2020 and 31st March 2021
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

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

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

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the service	£5 million in respect of each claim, without limit to the number of claims	12 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£1 million

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications ['to be confirmed'](#)

The *Adjudicator nominating body* is The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

The service is affected by any of the following events

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:

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

Delete existing clause 51.2 and insert the following:

51.2 Each certified payment is made by the later of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z11 Rate Increase Provision

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000.00

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

£1,000,000.00

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

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

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

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

term beneficiary

Part Two - Data provided by the Consultant

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

1 General

The Consultant is

Name and company number Arcadis Consulting (UK) Ltd

Address for communications

[Redacted]

Address for electronic communications

[Redacted]

The fee percentage is

Option E

[Redacted]

The key persons are

Name (1) [Redacted]
Job [Redacted]
Responsibilities [Redacted]
Qualifications FICE
Experience 20 years infrastructure

The key persons are

Name (2) [Redacted]
Job [Redacted]
Responsibilities Arcadis Commission Mnaagement
Qualifications MRICS
Experience 15 years infrastructure

The key persons are

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

The key persons are

Name (4) [Redacted]
Job [Redacted]
Responsibilities [Redacted]
Qualifications [Redacted]
Experience [Redacted]

The key persons are

Name (5) [Redacted]
Job [Redacted]
Responsibilities [Redacted]
Qualifications [Redacted]
Experience [Redacted]

The key persons are

Name (6) [Redacted]
Job [Redacted]
Responsibilities [Redacted]
Qualifications [Redacted]
Experience [Redacted]

The key persons are

Name (7) [Redacted]
Job [Redacted]
Responsibilities [Redacted]

Qualifications
Experience

The following matters will be included in the Early Warning Register

The Consultant may prevented or delayed in Providing the Service by reasons related to epidemic or pandemic, including COVID-19. The Consultant will use reasonable endeavours to mitigate such an event and will agree any necessary and reasonable steps to be taken in order to deal with the event with the Employer.

3 Time

The programme identified in the Contract Data is

N/A

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications

[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]
Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]


Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

Signature 

 Commercial Manager








Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	Midlands Hub Delivery Manager Secondment
Project SOP reference	ENV0003025C
Contract reference	project_31503
Date	26/10/2020
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number
26/10/2020	First issue	1

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.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	9	29/08/2018

Details of the Scope

Details of the Scope are as follows.

1. Description of the work:

The objective is to second a Delivery Manager for the Midlands Programme & Contract Management department.

2. Outcomes required

The *Consultant* shall provide a person to hold the job role of Delivery Manager for the Environment Agency Programme & Contract Management department – Midlands Hub. The person provided shall:

1. Have principal accountabilities as follows...
 - a. Build and lead a co-located, integrated team of Environment Agency and Supplier Delivery Partners that are capable of working collaboratively to deliver two or three agreed Area Programmes.
 - b. Lead and facilitate the alignment, coordination and collaboration between partners, in establishing a culture of effective challenge, empowerment, and innovation to deliver value through our asset programme and drive continuous improvement.
 - c. Ensure the viability and delivery of an annual programme for each Area taking into account scale of workload, resource capacity and capabilities, continuous improvement activities and programme objectives and targets.
 - d. Champion the Programme's governance arrangements as a core member of the Area Programme Boards to ensure effective performance management and appropriate escalation and resolution of issues across programme and project delivery.
 - e. Build and manage stakeholder relationships with the supply chain and senior stakeholders across the business, embracing diversity of skills, backgrounds and experience.
 - f. Monitor and advise on key strategic risks facing the Area programmes from a delivery perspective, advising on mitigation actions.
 - g. Ensure that an effective and appropriately skilled team is maintained and developed and individual and team performance is optimised in line with strategic goals.
2. Be able to demonstrate the following Skills, Abilities and Experience...
 - a. Proven track record of successfully leading and building new teams from across different organisations and disciplines to deliver mutually agreed outcomes.
 - b. Ability to lead staff through cultural change with evidence of where you have fostered inclusive working environments that support innovation and leverage benefits through collaborative working.
 - c. Experience of successful management of capital asset programmes with multi-million pound budget, demonstrating understanding of commercial, financial and legislative requirements, including management of external suppliers and contractors.
 - d. Experienced in working with programme sponsors, understanding their requirements, and delivering against those needs within agreed tolerances
 - e. Successful track record in managing health, safety, environment and wellbeing issues.

- f. Ability to facilitate complex relationships across diverse backgrounds.
 - g. Excellent stakeholder management skills to build and maintain strong relationships with senior stakeholders across the business and with supply chain.
 - h. Ability to network and leverage those connections for mutual benefit
 - i. Skilled communicator who can influence others to move towards a common vision or goal.
3. Embody the following collaborative behaviours...
- a. **Creates alignment**...is about understanding the wider context, aligning Environment Agency and delivery partner objectives and caring about the overarching organisational and programme objectives. It's about aligning approaches and activities with these wider, long-term aims. It's about creating buy-in to the vision, developing long-term plans for the future and working across boundaries to add value and achieve sustainable results.
 - b. **Innovating and improving** ...is about adapting to change, continuously improving the way we do things and supporting each other to innovate to find the best solutions. It's about openly sharing ideas, experiences, skills and expertise and learning from successes and mistakes.
 - c. **Working as one team**...is about creating a shared culture and behaviours and signing up to and demonstrating these. It's about putting the team first, contributing to team performance and trusting each other to deliver. It's about being open, honest and inclusive, giving and receiving support, and respecting different backgrounds, expertise, values, styles and perspectives.
 - d. **Delivering quality outcomes** ...is about committing to shared objectives and working together to find the best way to achieve them. It's about adopting a commercial approach whilst delivering solutions of optimal quality and sustainable outcomes for our stakeholders, partners and communities. It's about responding early, delivering at pace, following through and putting health, safety and wellbeing first.
 - e. **Solving and deciding** ...is about having timely and open conversations about problems, giving and receiving challenge constructively and valuing advice. It's about working together to reconcile differences, explore options and identify the optimum solutions to fit the criteria. It's about making timely, well-supported, transparent decisions and communicating these clearly.
 - f. **Connecting with our stakeholders and communities** ...is about developing and maintaining strong relationships with stakeholders, customers and the communities we serve. It's about engaging with communities early to listen to them and understand their diverse needs before decisions are made. It's about adapting our approach, communication and solutions accordingly, doing the right thing for our customers and communities, along with asking for and acting on their feedback.
4. Be Educated to degree level or equivalent, preferably in an Engineering, Environmental or related technical discipline. Professional membership of the Institution of Civil Engineers, the Chartered Institution of Water & Environmental Management or an equivalent professional body that can be clearly related to this role is desirable.

This is a 0.8FTE appointment

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

The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. In addition, any other existing sources known to the *Consultant* should be utilised.

4. Specifications or standards to be used

Minimum technical requirements, where applicable.

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

a) ASite

b) Environment Agency laptop, user profile and associated computer programmes.