



<b>Framework:</b>	<b>Client Support Framework</b>
<b>Supplier:</b>	<b>Arcadis Consulting (UK) Ltd</b>
<b>Company Number:</b>	<b>[REDACTED]</b>
<b>Geographical Area:</b>	<b>National</b>
<b>Project Name:</b>	<b>NEAS MTR &amp; Process Development Specialist</b>
<b>Project Number:</b>	<b>ENV0003024C</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option E</b>
<b>Contract Number:</b>	<b>project_33139</b>

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework  
CONTRACT DATA

Project Name NEAS MTR & Process Development Specialist

Project Number ENV0003024C

This contract is made on 14 June 2021  
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

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 Fulfill the role of MTR & Process Development Specialist, working within the Environment Agency Methods and Standards Team in support of the National Environmental Assessment and Sustainability (NEAS) service.

The *Client* is Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The Scope is in  
NEAS\_MTR\_Process\_Development\_Specialist\_Scope v1 dated 18 May 2021

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 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 14 June 2021

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 31 March 2022

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 April 2021 and 31st August 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 <i>service</i>	£5 million in respect of each claim, without limit to the number of claims	12 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) <i>arising</i> 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 <i>tribunal</i> is		litigation in the courts
The <i>Adjudicator</i> is		'to be confirmed'
Address for communications		'to be confirmed'
Address for electronic communications		<a href="#">'to be confirmed'</a>
The <i>Adjudicator nominating body</i> is		The Institution of Civil Engineers

Z Clauses

Z1 Disputes

Delete existing clause W2.1

Z2 Prevention

The text of clause 18 Prevention is deleted.  
Delete the text of clause 60.1(12) and replace with:  
The *service* is affected by any of the following events

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:  
(including compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).  
Add the following additional bullets after 'and the cost of ' :

- Mistakes or delays caused by the *Consultant's* failure to follow standards in Scopes/quality plans.
- Reorganisation of the *Consultant's* project team.
- Additional costs or delays incurred due to *Consultant's* failure to comply with published and known guidance or document formats.
- Exceeding the Scope without prior instruction that leads to abortive cost
- Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors.
- Production or preparation of self-promotional material.
- Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commission value)
- Any hours exceeding 8 per day unless with prior written agreement of the *Service Manager*
- Any hours for travel beyond the location of the nearest consultant office to the project unless previously agreed with the *Service Manager*
- Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the *Service Manager*
- Costs associated with the attendance at additional meetings after programmed Completion, if delay is due to *Consultant* performance.
- Costs associated with rectifications that are due to *Consultant* error or omission.
- Costs associated with the identification of opportunities to improve our processes and procedures for project delivery through the *Consultant's* involvement
- Was incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan
- Was incurred as a 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 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 £1,000,000

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.

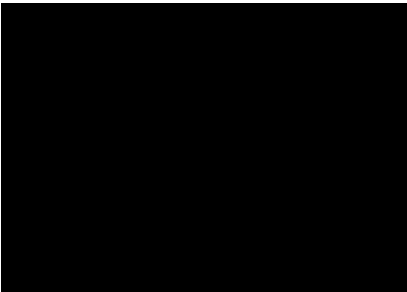
1 General

The Consultant is

Name and company number

Arcadis Consulting (UK) Ltd

Address for communications



Address for electronic communications

The fee percentage is

Option E

Redacted fee percentage

The key persons are

Name (1)

Redacted name

Job

Associate

Responsibilities

As Scope for NEAS PDS

Qualifications

As CV

Experience

As CV

The key persons are

Name (2)

Redacted name

Job

Senior Commercial Manager

Responsibilities

Service Manager

Qualifications

As CV

Experience

As Cv

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

Potential impact on delivery as a result to changes to government covid rc

No forecast requested for expenses, where required these will be recovea

3 Time

The programme identified in the Contract Data is

As per specified in the ITT

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]  
Address for communications  
[redacted]  
[redacted]  
[redacted]  
[redacted]

Address for electronic communications  
[redacted]

Name (2) [redacted]  
Address for communications  
[redacted]  
2 [redacted]  
[redacted]  
[redacted]

Address for electronic communications  
[redacted]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is

n/a



## Contract Execution

### *Client* execution

Signed under hand by

for and on behalf of the Environment Agency

\_\_\_\_\_  
Signature 

### *Consultant* execution

### *Consultant* execution

Signed under hand by

**Sian Whittaker**

for and on behalf of

**Arcadis Consulting (UK) Ltd**

\_\_\_\_\_  
Signature 

# PSC Scope template

17/01/2019

## Environment Agency NEC4 professional services contract (PSC) Scope

### Project / contract Information

Project name	NEAS MTR & Process Development Specialist
Project SOP reference	ENV0003024C
Contract reference	project_33139
Date	18 <sup>TH</sup> May 2021
Version number	1
Author	██████

### Revision history

Revision date	Summary of changes	Version number
18 <sup>th</sup> May 2021	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	801_14 Environmental sustainability, design and management	Version 3 – December 2015
		801_14 Landscape and Environmental Design	Version 2.0 – February 2021
		801_14_SD01 Cultural heritage and archaeology standards	Version 1 – December 2015

## Details of the Scope

Details of the Scope are as follows.

### 1. Description of the work:

#### 1.1. Objective

- 1.2. The *Client* has a team called **National Environmental Assessment and Sustainability** service (NEAS), who support with environmental legislative and sustainability requirements for the successful delivery of outcomes as determined by the *Client*. The *Client* is looking for a specialist expert with specific skills to input into this activity, working with and on behalf of the Methods and Standards Team (M&S Team) within the Asset Management Systems Team who support the NEAS service in respect of Methods and Standards Activities.
- 1.3. The *Consultant* is required to provide an experienced technical specialist to lead and provide support and advice within the Methods and Standards Team in respect of the production of the Minimum Technical Requirements (MTRs) and other supporting specialist environmental technical documents. The activity will include leading discussions at Manager and Deputy Director levels across multiple EA teams and Directorates and be able to represent the Client in external engagement at the equivalent level.
- 1.4. The specialist required is a Senior Environmental Process Production Manager (full time).
- 1.5. NEAS works to put sustainability at the heart of decision-making across our programmes of work, including our Flood and Coastal Erosion Risk Management capital programme. The team oversee the management of project environmental risks and opportunities, ensuring that environmental risks are identified and appropriate measures are put in place to mitigate and reduce the risk to acceptable levels. NEAS lead in identifying and delivering opportunities to enhance the environment for people and wildlife through the capital programme, liaising with appropriate stakeholders to establish and garner their support.
- 1.6. The *Consultant* shall provide expert advice on environment and sustainability issues to the *Client* to ensure that the objectives of the work are compliant with the *Client's* agreed ways of working.
- 1.7. The *Consultant* will work and be part of the team within the *Client's* Methods and Standards Team working alongside NEAS.
- 1.8. The *Consultant* will be able to work effectively with the minimum of supervision and liaise with a range of stakeholders including directors and external interested parties.
- 1.9. The *Consultant* will provide technical services and input with priorities determined by the *Client*, Method and Standards Team, in order to support the required outcomes.
- 1.10. The objective is to establish high quality NEAS Technical MTRs and supporting documents. Ensuring that they are flexible but clearly fitting into the current cannon of existing MTRs.

#### 1.11. Outcome Specification.

- 1.12. The *Consultant* shall work within the M&S Team and alongside NEAS to develop the NEAS Minimum Technical Requirements and other production process improvements as directed by the M&S Team Manager. The *Consultant* will be expected to work as part of the M&S team and will be expected to undertake a range of EA activities.
- 1.13. The *Client* will determine the overall environmental and sustainability outcomes required to be delivered. The *Consultant* will be required to increase the level of environmental understanding, deliver the sustainability agenda of the *Client*, foster excellent working relationships and drive the delivery of environmental outcomes. This includes the Environmental Agency's sustainability targets as set out in eMission2030.
- 1.14. We will require the *Consultant* to have effective communication and influencing skills and be able to work with and engage with Directors, suppliers and other key stakeholders.
2. This role is a full time role starting not before the 14<sup>th</sup> June through to 31<sup>st</sup> March 2022 in the first instance, with the possibility to extend beyond this date.
3. Outcomes required.
  - 3.1. The *Consultant* shall deliver an updated set of NEAS MTRs that are fit for purpose as contractual documents for the NEAS team to use on their projects.
4. Constraints on how the *Consultant* provides the *services*.
  - 4.1. The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. Relevant *Client* data will be supplied.