



Framework: Client Support Framework
Supplier: Capita Binnies
Company Number:

Geographical Area: National
Project Name: CSF Lot 1 - NW Hub - NEAS Senior Environmental Project Manager March 2022
Project Number:

Contract Type: Professional Service Contract
Option: Option E

Contract Number: 36009

Stage: Study_or_Service_NOT_Design

Revision	Status	Originator	Reviewer	Date

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

Project Name CSF Lot 1 - NW Hub - NEAS Senior Environmental Project Manager March 2022


Project Number

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

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
36009 - NEAS NW_SEPM_CSF PSC Scope_FINAL

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 

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 NEAS Senior Environmental Project Manager services

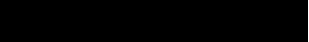
The *Client* is Environment Agency

Address for communications Horizon House
Deanery Way
Bristol
BS1 5AH

Address for electronic communications 

The *Service Manager* is

Address for communications Richard Fairclough House
Knutsford Road
Warrington
Cheshire
WA4 1HG

Address for electronic communications 

The Scope is in
36009 - NEAS NW_SEPM_CSF PSC Scope_FINAL

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' '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 09 May 2022

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

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

The *completion date* for the whole of the service is 31 March 2023

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

4 Quality management

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

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

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

The *interest rate* is 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. 'not used'

2. 'not used'

3. 'not used'

4. 'not used'

5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1. 'not used'

2. 'not used'

3. 'not used'

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

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
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The *Consultant's* failure to use the skill and care normally used by professionals providing services similar to the service

in respect of each claim, without limit to the number of claims

Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service

Which ever is the greater of or the amount required by law in respect of each claim, without limit to the number of claims

Death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract

Which ever is the greater of or the amount required by law in respect of each claim, without limit to the number of claims

For the period required by law

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to

Resolving and avoiding disputes

The *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

Z2 Prevention

The text of clause 18 Prevention is deleted.

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

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

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

Z3 Disallowed Costs

In second bullet of 11.2 (18) add:

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

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

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

Z5 Secondments

When appointing *Consultants* on a secondment basis only:

Add clause 19

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

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

or

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

Z6 The Schedule of Cost Components

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

Z7 Linked contracts

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

Z8 Requirement for Invoice

Insert the following sentence at the end of **clause 51.1**:

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

Delete existing **clause 51.2** and insert the following:

51.2 Each certified payment is made by the **later** of

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

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

Z9 Conflict of Interest

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

Z10 Change in Control

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

Z12 Waiver

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

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

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

The *end of liability date* is
Completion of the whole of the *service*

after the

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

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

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

term beneficiary

Part Two - Data provided by the *Consultant*

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

1 General

The *Consultant* is
Name and company number

Address for communications

Address for electronic communications

The *fee percentage* is

Option E

The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (2)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (3)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (4)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (5)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (6)
Job
Responsibilities
Qualifications
Experience

The *key persons* are

Name (7)
Job
Responsibilities
Qualifications

Experience

The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

Starting date and Completion date as per Contract Data Pt1

5 Payment

The *activity schedule* is

The forecast of the Prices is

£139,900.00

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

Contract Execution

Client execution

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

Consultant execution

Signed Underhand by [PRINT NAME] for and on behalf of Capita Binnies

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / Contract Information

Project name	CSF Lot 1 – NW Hub – NEAS Senior Environmental Project Manager March 2022
Project SOP reference	VARIOUS CAPITAL PROJECTS
Contract reference	36009
Date	24/3/2022
Version number	1
Author	

Revision History

Revision date	Summary of changes	Version number
24/3/2022	First Issue	1.0

This Scope should be read in conjunction with the version of the Job Role Profile current at the Contract Date. In the event of conflict, this Scope shall prevail. The *services* are to be compliant with the following version of the Job Role Profile:

Document	Document Title	Version No	Issue date
Job Role Profile	Senior Environmental Project Manager (BiS) Job Role Profile	1.0	24/03/2022

Details of the services

Details of the services are:

1. Description of the Work

1.1 Objective

National Environmental Assessment and Sustainability (NEAS) requires support in the co-ordination of Environmental Impact Assessments (EIA) and environmental appraisal of Flood and Coastal Risk Management (FCRM) projects across England.

The following scope sets out the support required to co-ordinate the EIAs and environmental appraisal of FCRM projects.

1.2 Outcome Specification

NEAS, of the Environment Agency (the *Client*) requires support to oversee the completion of Environmental Impact Assessments (EIA) and the environmental appraisal of FCRM capital projects in the Northwest Collaborative Delivery Team (CDT) Hub.

Support is required from the Client Services Framework Supplier (the *Consultant*) in the form of a maximum of three Senior Environmental Project Managers (*SEPMs*) (the *service*) providing 1.8 Full-Time Equivalents (FTEs).

These secondments will be initially until the end of March 2023 (31/03/2023) with the option to extend each contract by 12 months, 3 times, up to a maximum of 4 years, subject to performance and ongoing requirements.

The *service* will be based in the Northwest hub covering the following areas:

- Cumbria and Lancashire
- Greater Manchester, Merseyside and Cheshire

The *Consultant* shall provide a Team Leader to the *SEPM* who will be responsible to the *Client* for the delivery of the *services*. An outline of what is expected from the Team Leader by the *Client* is provided in appendix A.

The *SEPMs* may be required to attend site visits, suppliers' offices or locations for external meetings, therefore, candidates would ideally be based in the Northwest. Candidates' base location will form part of the technical assessment.

The primary objective of this *service* is to provide support in the completion of the EIA and environmental appraisal of FCRM projects in the respective Hubs. This is to be achieved by the *Consultant's SEPM* conducting the role of a NEAS SEPM on selected capital projects.

2. Outcomes Required

The *service* will include (but not be limited to):

- a) Participate in projects as part of a multi-disciplinary team, providing functional and specialist input to pro-actively manage environmental risk, and seek opportunities for efficiencies, partnership working and funding, socio-environmental improvements and sustainable outcomes.
- b) Provide specialist advice and assurance to the project team to ensure that the *Client's* consultants are properly briefed and to discharge the *Client's* legal and operational

requirements in relation to the assessment and management of project environmental issues.

- c) Identify and manage potential environmental risks that could be detrimental to the delivery of the project. Provide expert advice to the *Client's* project managers and senior users, to ensure projects are developed and delivered that meet the *Client's* objectives and are legally compliant. Risks should be recorded through the project risk register and also be supported through the recording of the risk on the NEAS Project Service Plan (PSP).
- d) Provide specialist environmental advice and assurance to support Environmental Project Managers on a portfolio of projects identified and provided by the Team Leader.
- e) For those projects in their portfolio, assess and rate the performance of environmental consultants and contractors engaged by the *Client*; providing feedback to enable continual improvement by suppliers.
- f) Negotiate on behalf of the *Client* when engaging internal and external stakeholders, including but not limited to, Natural England, Historic England, Marine Management Organisation, Local Authorities (District, County, and Unitary Authorities), other lead local flood authorities and Internal Drainage Boards.
- g) Manage and co-ordinate responses to internal and external EIA related consultations to ensure that internal functions and external environmental bodies receive timely and appropriate input into EIA / stakeholder consultations on the *Client's* projects.
- h) Identify and record project efficiencies and savings throughout a projects life cycle, make a positive contribution to maximise a projects sustainability and socio-environmental outcomes.
- i) Promote and champion sustainability throughout the life cycle of a project, using CEEQUAL methodology to support the assessment and evaluation of the consultant's sustainability performance; work collaboratively with a Principal Environmental Project Manager to scope sustainability topics in accordance with version six of the CEEQUAL Manual and any subsequent revisions.
- j) Promote low carbon, sustainable solutions as part of a project's appraisal in order to contribute to the *Client's* e:mission targets, identify and promote opportunities for Biodiversity and Environmental Net Gain.
- k) Build and sustain effective relationships with operational customers and partners (such as FCRM Area teams; EA Fisheries, Biodiversity and Geomorphology; PCM Project Managers and Environment Agency suppliers) to understand issues, provide effective response and/or steer to manage risk and support project appraisal and development.
- l) Update the NEAS Team Leader on a regular basis. This is to be completed monthly through a summary report and/or the Project Service Plan.
- m) Review and consultant the Carbon Modelling tool and Carbon Calculator to highlight early opportunities for carbon reduction.
- n) Provide environmental support and link into the *Client's* National NEAS team.
- o) Raise Early Warnings when required to flag and resolve potential issues early.
- p) All time is to be submitted on a weekly basis via the *Client's* time recording system.
- q) Ensure all reporting procedures adhere to Environment Agency standards.

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

- a) The *SEPMs* are to be based in the *Consultant's* office. The exception to this is when there is a need to attend *Client's* office, project sites, external venues or supplier's offices within the CDT Hub as required. Homeworking is possible where delivery is not adversely affected.

- b) The SEPMs shall work no more than 5 hours per week over their contracted hours. If there is a requirement to work over the additional 5 hours, then written approval from the *Client's* Line Manager must be obtained.
- c) The proposed start date for the contracts is Tuesday 3 May 2022. Candidates' availability to start on this date will form part of the technical evaluation.
- d) The *SEPMs* are to be line managed by the *Consultant*.
- e) Where training and development is required by the *Consultant* this will be non-chargeable to the *Client*.
- f) The *SEPMs* will be entitled to take annual leave based on their terms of employment with the *Consultant*, and statutory holiday entitlement. These costs will be non-chargeable.
- g) The *SEPMs* will be required to give adequate notice prior to any planned leave; this is to be received by the *Client's* Team Leader through written correspondence. If leave is greater than 2 weeks, then the *Consultant* is to provide suitable cover in their absence; the suitability of the replacement is to be agreed by the *Client's* Team Leader. This change in personnel will not come at any additional cost to the *Client*.
- h) The *services* are to be conducted in compliance with *Client's* Operational Instructions and policies.
- i) If a conflict of interest occurs between the *SEPM* and the *Consultant's* Project Delivery Team, then they are required to seek a review of their work by an employee of the *Client*.
- j) Expenses accrued by the *SEPM* as a result of conducting *services* for the *Client* are to be claimed in line with the CSF agreement.

4. Exclusions

The *services* specifically exclude:

- a) Any external training required by the *SEPMs* that is not in-house or mandatory, is to be completed at no additional cost to *Client*.

5. Specifications of Standards to be used

- a) The *SEPMs* must be of a senior grade with at least 5 years relevant direct experience with the completion of all stages of the EIA from project inception through appraisal and design, construction and post construction of new flood risk management assets.

6. Specific Project Requirements

- a) Provision of specialist guidance to projects to ensure legal compliance with current legislation, conformance with the *Client's* Operational Instructions, and adoption of environmental best practice and ways of working. Build and sustain effective relationships with internal and external stakeholders.
- b) Have an ability to work unsupervised, and as part of teams, where required to develop programme timelines and deliver on them.
- c) To maintain knowledge of changing legislation and best practice internally and externally, to inform internal priorities and appropriate approach to the programme of work.
- d) Good working knowledge of environment, sustainability and delivery of infrastructure under an asset management model is required. They shall have experience in the identification and management of environmental risk and a track record in delivering sustainability and environmental outcomes.

- e) The *SEPMs* should have experience in FCRM infrastructure projects. Experience of WFD, HRAs, BNG, ENG, common land issues, the Town and Country Planning Act, conservation, CEEQUAL working in or near heritage designations are all desirable
- f) The *SEPMs* must be able to effectively communicate at all levels and with a variety of stakeholders. Their influencing and negotiating skills must be well developed and key in ensuring that environment and sustainability matters are effectively understood. They'll be a champion for the environment and a strong leader in environmental risk management.
- g) A full UK driving licence and preferably their own car to enable them to visit the *Client's* remote sites is required.

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

- a) The *Client* will provide access to the *Client's* Environment Agency office when required.
- b) The *Client* will provide IT hardware (e.g mobile phone, laptop) and provide any software deemed necessary to perform their assigned role. If additional software is required that the *Client* does not currently possess, it will be at the discretion of the *Client's* Principal Environmental Project Manager whether this should be purchased.
- c) The *Client* will provide access to the *Client's* IT systems (e.g Environment Agency e-mail address, Asite).

Appendix

A) *Client* Team Leader Requirements

- The *SEPM*, as a minimum, will hold a weekly call with the Team Leader to discuss workload, performance, and any ongoing issues.
- The *Consultant's* Team Leader will hold a monthly call with the *Client's* Team Leader. If required, additional calls or meetings may be needed.
- During the first week the *SEPM* will be required to attend EA training. This will cover (but not limited to): ways of working, health, safety & wellbeing, sustainability targets and CEEQUAL.
- Throughout the contact the *SEPM* will be expected to attend training throughout the *service*. This time will be rechargeable to the *Client*.
- The *SEPM* will attend general team meetings as and when required. This time will be rechargeable to the *Client*.