



Framework: Client Support Framework
Supplier: Capita Black & Veatch
Company Number: 03163649 / 02018542

**Geographical Area:** National

Project Name: NEAS Environmental Project Manager Secondment – North

Project Number: ENVNEAS110080

Contract Type: Professional Service Contract

Option: Option E

Contract Number: 29435

Revision	Status	Originator	Reviewer	Date

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

Project Name NEAS Environmental Project Manager Secondment – North East

Project Number ENVNEAS110080

This contract is made on 24 August 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

#### 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		
	X10: Information modelling		
	X11: Termination by the <i>Client</i>		
	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 Environmental Project Manager Secondment – North East	
The <i>Client</i> i	s	Environment Agency	
Address for communications			
Address for	communications	Horizon House Bristol BS1 5AH	
	communications electronic communications	Bristol	
Address for		Bristol	
Address for The <i>Service</i>	electronic communications	Bristol BS1 5AH  Environment Agency Richard Fairclough House Knutsford Road Latchford Warrington	
Address for The <i>Service</i> Address for	electronic communications  Manager is	Bristol BS1 5AH  Environment Agency Richard Fairclough House Knutsford Road Latchford	

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

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  $% \left\{ 1,2,...,n\right\}$ 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 24 August 2020

The  ${\it Client}$  provides access to the following persons, places and things

access access date

The  ${\it Consultant}\,$  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 Quality management

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

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

rate of the Bank of England Base

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 accorda
- 2. 'not used'
- 4. 'not used'
- 5. 'not used'

#### 8 Liabilities and insurance

These are additional Client's liabilities

- 'not used'
- 2. 'not used'
- 3. 'not used'

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

MINIMUM AMOUNT OF  $\underline{\mathsf{PERIOD}}\; \underline{\mathsf{FO}} \mathsf{LLOWING}\; \mathsf{COMPLETION}\; \mathsf{OF}\; \mathsf{THE}\; \mathsf{WHOLE}\; \mathsf{OF}\; \mathsf{THE}\; \underline{\mathsf{SERVICE}}\; \mathsf{OR}\; \mathsf{TERMINATION}$ The *Consultant's* failure to in respect of use the skill and care each claim, without limit to normally used by the number of claims professionals providing services similar to the service 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 Death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection to the number of claims with the contract 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, rehellion, 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:

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;

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.

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, 214.4.

#### **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.

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 dimunition of the obligations established by the Contract. Classification: Internal

#### **Secondary Options**

#### **OPTION X2: Changes in the law**

The  $\mathit{law}$  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

#### **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 Capita Black & Veatch 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) Responsibilities Qualifications Experience The key persons are Name (4) Responsibilities Qualifications Experience The key persons are Name (5) Job Responsibilities Qualifications Experience The key persons are Name (6) Job Responsibilities

Qualifications Experience Classification: Internal

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
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
X10: Information Modelling		The information execution plan identified in the Contract Data is

Classification: Internal

# **Contract Execution**

Client execution



#### **Consultant** execution

#### **Consultant** execution

Signed under hand by for and on behalf of Capita Black & Veatch



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

# **Project / Contract Information**

Project name	NEAS Environmental Project Manager Secondment
Project SOP reference	VARIOUS CAPITAL PROJECTS
Contract reference	
Date	
Version number	1.1
Author	

# **Revision History**

Revision date	Summary of changes	Version number
15/4/20	First Issue	1.0
22/4/20	Small Corrections	1.1

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	Environmental Project Manager (BiS) Job Role Profile	1.0	22.04.2020

ww.environment-agency.gov.uk

incident hotline 0800 80 70 60 floodine 0845 988 1188

## 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 coordination 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.

Subject to performance and ongoing requirements, the secondment will be for an initial period of 12 months. The Client cannot guarantee a minimum amount of work under this secondment. If at any stage the secondment needs to be curtailed within the initial 12 months, notice of 4 weeks will be provided through written communication.

#### 1.2 Outcome Specification

National Environmental Assessment and Sustainability (NEAS), of the Environment Agency (the *Client*) requires support to oversee the completion of Environmental Impact Assessments (EIA) and the environmental appraisal of Flood and Coastal Risk Management (FCRM) capital projects in the North East, North West, Midlands, Eastern, South East and South West Collaborative Delivery Team (CDT) Hubs.

Support is required from the Client Services Framework LOT1 Supplier (the *Consultant*) in the form of Environmental Project Manager (EPM) (the *service*). The total resource requirement for each Hub is as stipulated in the Invitation to Tender Letter (ITT).

The *EPM* secondment will be based in 1 of the 6 CDT Hubs across England. Each Hub covers the following areas:

- North East North East; North, South, East and West Yorkshire
- North West Cumbria and Lancashire; Greater Manchester, Merseyside and Cheshire.
- Midlands West Midlands, East Midlands, Lincolnshire and Northamptonshire.
- Eastern East Anglia, Thames, Herefordshire and North London
- South East Kent, South London and East Sussex; Solent and South Downs
- South West Wessex; Devon, Cornwall and the Isles of Scilly.

With agreement from the NEAS Team Leader, the *EPM* may work from one of the *Client's* offices (refer to Appendix) located in the associated Hub.

The *EPM* is to be based at the *Client's* office as agreed with the NEAS Team Leader. The *EPM* may also be required to attend site visits, suppliers' offices or locations for external meetings. It is also acceptable to be away from the *Client's* office if prior arrangements for

the *EPM* to work from home have been agreed with and approved by the *Client's* NEAS Team Leader<sup>1</sup>.

The primary objective of this secondment 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 EPM* conducting the role of a NEAS EPM on selected capital projects.

## 2. Outcomes Required

The EPM activities will include (but not 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 technical 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) 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.
- e) 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.
- f) 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.
- g) Identify and record project efficiencies and savings throughout a projects life cycle, make a positive contribution to maximise a projects sustainability and socioenvironmental outcomes.
- h) 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.
- i) 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.

<sup>&</sup>lt;sup>1</sup> Given the current Covid-19 restrictions, the need for remote and home working until such restrictions are lifted will be considered and agreed with the respective NEAS Team Leader within each hub.

- j) 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.
- k) 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.
- I) All time should be charged against a capital project code and submitted monthly on a time recording template provided by the *Client*.
- m) Ensure all reporting procedures adhere to Environment Agency standards.

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

- a) The *EPM* is to be based in the *Client's* office for the contracted hours per week as set out in the ITT. The exception to this is when the *EPM* is attending the *Client's* sites or suppliers offices within the CDT Hub as required. The *EPM* may work from home at the discretion and approval of the *Client's* Team Leader.
- b) The *EPM* shall work no more than 5 hours over their contracted hours. If the *EPM* is required to work over the additional 5 hours then written approval from the *Client's* Line Manager must be obtained.
- c) Any time deemed necessary for the *EPM* to be line managed by the *Consultant*, including training and development, would be by agreement with the *Client's* Line Manager and be non-chargeable.
- d) The *EPM* 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.
- e) The *EPM* 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 for the *EPM*; the suitability of the replacement *EPM* is to be agreed by the *Client's* Team Leader. This change in personnel will not come at any additional cost to the *Client*.
- f) The *EPM* shall provide the *services* in compliance with *Client's* Operational Instructions and policies.
- g) If a conflict of interest occurs between the *EPM* and the *Consultant's* Project Delivery Team, then the *EPM* is required to seek a review of their work by an employee of the *Client*.
- h) Expenses accrued by the *EPM* as a result of the *EPM* conducting *services* for the *Client* are to be claimed in line with the *Client*'s policy and guidance.
- i) The commutable distance for the *EPM* to the *Client's* office should preferably be no more than an 80 mile return trip and/or a total commutable time not exceeding 3 hours per day.

#### 4. Exclusions

The *services* specifically excludes:

a) Any external training required by the *EPM* 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 EPM is to have 1-5 years relevant experience at all stages of the EIA from project inception through appraisal and design, and ideally to construction of new flood risk management assets.

#### 6. Specific Project Requirements

- a) Provision of technical 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) The *EPM* must have a full UK driving licence and preferably their own car to enable them to visit the *Client's* remote sites.

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

- a) The *Client* will provide the *EPM* with access to the *Client's* Environment Agency office once an agreed location has been met.
- b) The Client will provide the EPM with 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 or not this should be purchased.
- c) The *Client* will provide the *EPM* with access to the *Client*'s IT systems (e.g Environment Agency e-mail address, Asite).

### **Appendix**

a) Office locations available in each of the CDT Hubs:

**North East Hub**: (Tyneside House, Newcastle; Teesdale, Darlington; Foss House, York; Crosskill House, Beverley; Lateral, Leeds; Templeborough House or Quadrant Two, Sheffield)

**North West Hub**: (Ghyll Mount, Penrith; National Park Authority Office, Kendal; Lutra House, Preston; Richard Fairclough House, Warrington; Hornbeam House, Crewe)

**Midlands Hub**: (Guy Gibson Hall, Louth; Ceres House, Lincoln; Ripley Office, Ripley; Trentside Office or Apex Court, Nottingham; Hafren House, Shrewsbury; Stafford Office, Stafford; Sentinel House, Lichfield; Mance House, Kidderminster; Sapphire East, Solihull; Aqua House, Bimingham; Nene House, Kettering; Spalding Office, Spalding)

**Eastern Hub:** (Kings Lynn Office, Kings Lynn; Dragonfly House, Norwich; Iceni House, Ipswich; Trelawny House, Flexistone; Miranda House, Harwich; Ely Depot, Ely; Eastbrook, Cambridge; Brampton Office, Huntington; Rivers House Kelvedon, Colchester; Chelmsford Office, Chelmsford; Osprey House, Chelmsford; Alchemy, Welwyn Garden City, Red Kite House, Wallingford; Osney Yard Office, Oxford; Kings Meadow House, Reading)

South East Hub: (Rivers House, Canterbury; Former Police Administration, Dover; Allington Lock House, Maidstone; Orchard House, West Malling; Custom House, Tilbury; River House Crossness, London; Thames Barrier, London; Nobel House, London; Shepperton Waterways, Shepperton; Tonbridge Office, Sevenoaks; Harbour Masters Office, Rye; Scotts Float Office, Rye; Fish Market, Hastings; Pilots Watch House, Shoreham; Pevensey Office, Pevensey; Gatwick House, Horley; Timberham House, Crawley; Maidenhead Navigation Office, Maidenhead; Goldcrest House, Farnham; Guildbourne House, Worthing; Chichester Office, Chichester; Lynx House, Portsmouth; Isle of Wight Office, Newport; Winterbourne Gunner, Salisbury; Romsey Office, Southampton; Eastleigh House, Eastleigh)

**South West Hub**: (Chippenham Office, Chippenham; Horizon House, Bristol; Rivers House Twerton, Bath; Rivers House, Blandford; Longacre House, Trowbridge; Melcombe Court, Weymouth; Rivers House, Bridgwater; Manley House, Exeter; Bayly's Wharf, Plymouth; Sir John Moore House, Bodmin)