



Framework: Client Support Framework
Supplier: Capita Binnies
Company Number: 02018542 / 03163649

Geographical Area: National
Project Name: Environment Incidents Lead Reviewer
Project Number: ENV5211100000

Contract Type: Professional Service Contract
Option: Option E

Contract Number: 44907

Stage:

Revision	Status		Originator		Reviewer		Date

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

Project Name Environment Incidents Lead Reviewer

Project Number ENV5211100000

This contract is made on 12 December 2022
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 The Sustainable Business Team (SBT) conduct learning reviews on Internal Environmental Incidents (IEIs) relating to Environment Agency's own work activities. We need to be able to effectively manage any internal environment incident, near miss or non-

The *Client* is Environment Agency

Address for communications Horizon House
Deanery Road
Bristol
BS1 5TL

Address for electronic communications bill.barn@environment-agency.gov.uk

The *Service Manager* is

Address for communications

Address for electronic communications

The *Scope* is in
O:\National Procurement - PROTECT - COMMERCIAL\DgC Infrastructure\B. North - Warrington (CLA & GMC)\3. Contracts\Critical Lead

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'

'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 12 December 2022

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

places, documents 12 December 2022

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 <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	£1 million in respect of each claim, without limit to the number of claims	6 years
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	Which ever is the greater of £1m 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 £1m 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		'to be confirmed'
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

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 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
£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

Capita Binnies

Address for communications

Capita Property & Infrastructure Ltd Binnies UK Ltd
65 Gresham Street 172 Chester Road
London Helsby
EC2V 7NQ Cheshire
WA6 0AR

Address for electronic communications

bentleya@binnies.com

The *fee percentage* is

Option E

8.00%

The *key persons* are

Name (1)	Andrew Burwood
Job	Principal Environmental Scientist
Responsibilities	Environmental Incident Lead Reviewer - Coordinator
Qualifications	Cenv MIES IEMA Practitioner MSc BSc
Experience	14yrs' experience delivering FCERM projects

The *key persons* are

Name (2)	Donna Bigsby
Job	Principal Environmental Scientist
Responsibilities	Environmental Incident Lead Reviewer
Qualifications	CEnv MIES MIEMA MSc BSc
Experience	15yrs' experience delivering FCERM projects

The *key persons* are

Name (3)	Caroline Jewell
Job	Principal Environmental Scientist
Responsibilities	Environmental Incident Lead Reviewer
Qualifications	CEnv MCIEEM MSC BSc
Experience	15yrs' experience delivering FCERM projects

The *key persons* are

Name (4)	Amy Roberts
Job	Principal Environmental Scientist
Responsibilities	Environmental Incident Lead Reviewer
Qualifications	CBiol MAEECW MCIEEM BSc
Experience	11yrs' experience delivering FCERM projects

The *key persons* are

Name (5)	Kate Baggaley
Job	Principal Environmental Scientist
Responsibilities	Environmental Incident Lead Reviewer
Qualifications	CEnv MCIEEM MAEECW BSc
Experience	16yrs' experience delivering FCERM projects

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

N/A

5 Payment

The *activity schedule* is

The forecast of the Prices is

£44,981.00

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

X10: Information Modelling

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

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency



Bill Barn 19/12/2022
Signature Date

Senior Compliance Specialist
Role

Consultant execution

Signed Underhand by

for and on behalf of Capita Binnies

Signature

Date

Role

 Digitally signed by Fabio Spallone
DN: cn=Fabio Spallone, o=Capita Binnies, ou=Capita Binnies, email=Fabio.Spallone@capita.co.uk
Reason: I have reviewed this document
Date: 2022.12.06 10:49:55Z00'00"

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	Internal Environmental Incident Lead Reviewer
Project SOP Reference	
Contract reference	
Date	13 October 2022
Version number	1
Author	Bill Barn

Revision history

Revision date	Summary of changes	Version number
13/10/22	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 following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date

Details of the *services*

Details of the *services* are:

1. Description of the work:

1.1 Objective

The Sustainable Business Team (SBT) conduct learning reviews on Internal Environmental Incidents (IEIs) relating to Environment Agency's own work activities. We need to be able to effectively manage any internal environment incident, near miss or non-compliance event and learn from them so that we can try to stop it happening again.

We are looking to procure a service that resources our internal environmental incident reviews. This resource will be required on call off when an incident takes place. The service will provide the role of lead reviewer.

There might be a need to visit sites where incidents have occurred, however the main method for meetings would be via Microsoft Teams. The time needed on each incident will depend on the incident, it's complexity and it's opportunity for learning in the organisation.

The service required is dependent on the number of reviews required at certain time, however there are other incident review related activities e.g. looking at trends from previous incidents that will be required if no reviews are required during the period of the contract. . This service has got funding up to 31st March 2023 but there is potential for further funding to be found and the service to be extended to suit our future resource needs. We are looking to review applications week commencing 21st November 2022 with a view to have a discussion with candidates end of the same week with a start date in early December 2022.

Tender Evaluation will be undertaken against the Curriculum Vitae(s) submitted and the proposed rate for that individual. A video interview will then be required for those candidates that are shortlisted to confirm the information provided in the CVs and assess them against the skills required (below). It is possible that availability of agreed resource may be an issue with the reactive nature of this work. We will be comfortable to consider alternative resource in order to provide this service if this is the case but we will need to be confident about their meeting the skills required before the review is commenced.

1.2 Outcome Specification

There will be a review team around the person delivering the resource. This team will provide the internal information and technical expertise where needed.

The resource will establish the root cause of the incident, lessons learnt and establish actions. This will involve talking to staff and also collecting documentary evidence e.g. maintenance activity risk paperwork and method statements.

The resource will also work closely with our legal team to ensure we maintain legal professional privilege and confidentiality. Examples of past incidents include potential damage to water vole habitat during desilting works and potential damage to badger setts during bank works.

Experience of working with and/or at the Environment Agency is desirable since an understanding of EA systems and processes is ideal but can be gained by working with our technical experts.

2. Drawings, site information or reports already available

a) N/A

Internal Environmental Incident Lead Reviewer
13 October 2022

3. Specifications of standards to be used

- a) N/A

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

- a) The Candidates period of availability to start in SBT will be considered as part of the tender evaluation.

5. Requirements of the secondment

The following skills are key to being able to fulfil these secondments effectively:

- Experience of review or audit in order to identify root causes and contributing factors.
- Be able to gather and understand sensitive information.
- Experience of having difficult conversations including round table discussions. Be able to put people at ease.
- Be able to visit site of the incident if required.
- Work with technical experts to determine if EA procedures and processes were followed.
- Be able to brief and update management, via calls via Teams or via e-mail on progress of the learning review.
- Lead the commissioning group to ensure review is completed at pace and within scope. Scope will be agreed during the first call of the commission group.
- Produce and agree SMART actions and complete the final report.
- Full driving licence.
- Moderate IT skills

Additional experience that would be beneficial includes:

- Experience of working with and/or at the Environment Agency is desirable since an understanding of EA systems and processes is useful but not essential.
- Up to date knowledge of environmental legislation and regulations e.g. The Eels (England and Wales) Regulations 2009, Wildlife and Countryside Act 1981.

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

None.