



Framework:	Client Support Framework
Supplier:	Turner & Townsend Cost Management Ltd
Company Number:	06458527
Geographical Area:	National
Project Name:	NW Hub PCM PM Secondment & Cumbria and Lancashire PS
Project Number:	10003605
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	

Revision	Status		Originator		Reviewer		Date

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

Project Name NW Hub PCM PM Secondment & Cumbria and Lancashire PSO

Project Number 3260c

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

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	
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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 NW Hub PCM PM Secondment & Cumbria and Lancashire PSO

The *Client* is 

Address for communications	Environment Agency Richard Fairclough House Knutsford Road Warrington Cheshire WA4 1HT
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Address for electronic communications	
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The *Service Manager* is 

Address for communications	Environment Agency Richard Fairclough House Knutsford Road Warrington Cheshire WA4 1HT
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Address for electronic communications	
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The Scope is in
PCM Secondment_CSF Scope_Issue 001

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 26 October 2020

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 26 October 2021

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

4 Quality management

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

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

5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

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

The *interest rate* is 2.00% per annum (not less than 2) above the
 Base rate of the Bank of England

The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices

The *exchange rates* are those published in on

6 Compensation events

These are additional compensation events

1. '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
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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.

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

OPTION X18: Limitation of liability

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

[REDACTED]

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

[REDACTED]

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

[REDACTED]

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 Turner & Townsend Cost Management Ltd

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

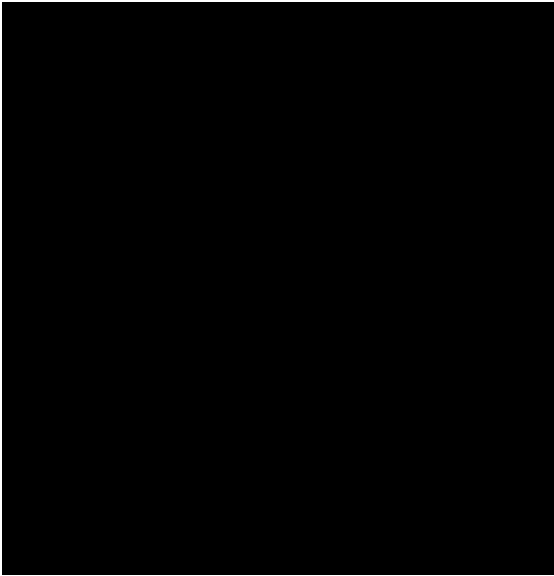
The following matters will be included in the Early Warning Register
The availability of the named resource.

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are



X10: Information Modelling

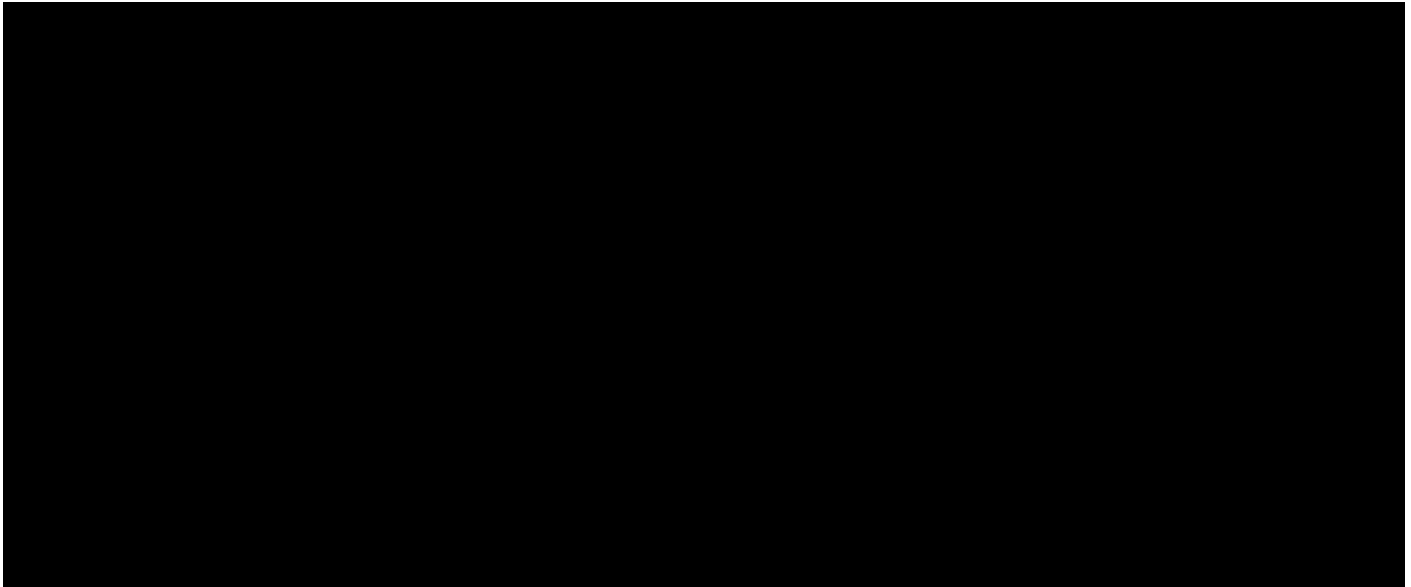
The *information execution plan* identified in the Contract Data is
N/A

Contract Execution

Client execution



Consultant execution



Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	Project Management Secondment NW Hub PCM Project Management Secondment Cumbria and Lancashire PSO Team
Project SOP Reference	VARIOUS PROJECTS
Contract reference	30285
Date	29/7/2020
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number
23/7/20	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

1.1.1 Project & Contract Management (PCM) requirements

Project & Contract Management (PCM) have a requirement for the following staff:

- 3 No PM1 for the Kendal FRMS and Spending Review (SR20) work
- 4 No PM2 for Revenue Programme work and Spending Review (SR20) work
- 1 No PM3 for Spending Review (SR20) work

The PCM Project Managers will be based out of Richard Fairclough House, Warrington WA4 1HT. Depending on the location of the work, there will be a requirement to spend some time based out of Lutra House, Preston, PR5 8BX and our Penrith office CA11 9BP. There will also be the requirement to attend meetings and site visits at other location as required.

The role can be part-time or full-time, up to 40 (forty) hours per week and will be for a minimum duration of 6 months and a maximum duration of 24 months depending on the role. The above numbers provide our current need at the time of issue.

During the tender period, these numbers could change slightly, it could increase to up to 10 positions.

1.1.2 – Cumbria and Lancashire Partnership & Strategic Overview (P&SO) Team requirements

The Cumbria and Lancashire Partnership and Strategic Overview (P&SO) Team require the following staff:

1 No Grade 4 Officer for the Flood Risk Management Plans

The Cumbria and Lancashire P&SO Project Manager will be based out of Lutra House, Preston, PR5 8BX.

The role is full-time, up to a maximum of 40 (Forty) hours per week, and will be for a minimum duration of 8 (Eight) months.

1.1.3 – General requirements

Project Management BIS Secondment to PCM
19 February 2020

CVs for the PCM PM positions can only be submitted for one grade.

Up to 2 CVs per opportunity can be submitted e.g. up to 6 CVs per supplier for the PM1 opportunities.

We are looking to review applications during August 2020 with a view to taking on at least 3 Project Managers before the end of August 2020 with additional Project Managers in September 2020.

Tender Evaluation will be undertaken against the Curriculum Vitae(s) submitted and the proposed pricing, please included the statues of the rates approved/unapproved.

1.2 Outcome Specification

PCM Project Management Roles

This is a technical role, working closely and collaboratively with EA internal FCRM Officers and support services and with suppliers (Consultants and Contractors) from one of our Frameworks who will be appraising, designing and delivering flood risk management projects. This could also involve managing modelling and forecasting contract commissions on behalf of our Evidence & Risk teams.

The role will involve managing project costs and risks against project forecasts using EA project management reporting tools. It will involve tracking the delivery of OM outcomes against OM targets, set at the start of the project. It will involve quality assuring deliverables against scope of service documents that you will be producing.

FCRM technical knowledge and experience is therefore essential as is Project and Contract Management competence. Understanding of EA systems and processes is also desirable.

P&SO Project Manager Role

This is a non-technical role working closely with internal and external stakeholders to support the development of three Flood Risk Management Plans in the north-west of England. The role will involve;

- Development and execution of a Communications and Engagement Plan
- The coordination of a number of internal and external stakeholders to develop outputs in-line with statutory requirements
- The planning and coordination of a large volume of material and the inputting of this material in to three strategic documents
- The production of tables, graphs and Arc GIS maps to input in to the document
- Work to ensure that the document is compliant with Government accessibility guidelines
- Coordination of the three documents being taken through an approvals process and management of the associated change control process
- Developing materials to provide to a senior governance board
- Support with undertaking the consultation process, recording stakeholder feedback and documenting updates to the documents
- Support with the publication of the documents
- An appreciation of the National Flood and Coastal Erosion Risk Management Strategy is advantageous but not necessary. There will be a need for the applicant to be able to engage with concepts such as; climate change, public health, the environment, infrastructure resilience, spatial planning, community resilience and incident management, in the context of flood risk

2. Drawings, site information or reports already available

- a) N/A

3. Specifications of standards to be used

- a) N/A

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

- a) N/A

5. Requirements of the Secondment

PCM Project Management Roles

Each of the roles will benefit from specific skills and experience. For example, some of our projects rely on good working knowledge of EA processes and ways of working. Some roles will rely on having good contract management experience at the design and construction stages. Generally though, the key skills required which will be matched to grade include:

- Project Management Training, Experience and Qualifications;
- Competence at using Microsoft Project to prepare project and contract programmes;
- NEC3&4 PSC & ECC Contract Administration;
- Commercial experience such as contract strategy and administration and experience of NEC suite of contracts;
- Using the 5 Case Business Case Model to develop convincing business cases;
- Preparing Scope of Services for business case preparation, detailed design commissions and construction contract awards;
- Risk Management Experience;
- Health & Safety competence such as CDM & CSCS Card;
- Environmental Assessment Understanding & Knowledge;
- Stakeholder Engagement Experience.

Additional experience that would be beneficial includes:

- Understanding Hydrology & Hydraulic Modelling Principles
- Flood Damage Assessment & Economic Analysis
- Appraisal/Feasibility Assessment Knowledge
- EA Risk Training
- Evaluating Low Carbon Solutions
- Option Development Outline Design
- Management of Detailed Design
- Experience of preparing Contract Documentation for construction contracts
- Construction Supervision
- Securing External Funding

P&SO Project Manager Role

The key skills required which will be matched to grade include:

- Project Management Training, Experience and Qualifications
- Microsoft Project Competence

- Stakeholder Engagement Experience
- Arc GIS
- Change Control

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

The *Employer* will provide the Project Manager with IT hardware (e.g. mobile phone, laptop) to perform the assigned role. The Project Manager will also have access to the *Employer's* IT systems (e.g. Environment Agency e-mail address, Asite, Project Online/PPMT, SharePoint and FastDraft).