



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

Contract Execution

This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.


Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Currie and Brown UK Limited for project control services to support delivery of the RTS project (the *service*).


The *Consultant* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The *Consultant* was appointed to the framework and executed the framework agreement (with reference number RM6165).

Executed under hand

by

 (*Client*)



.....

..... (*Consultant*)

.....


Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

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

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 (with amendments January 2019)

Main Option Option for resolving and avoiding disputes

Secondary Options

The *service is*

- Integrated Projects Control Lead
- Cost
- Planning
- Risk
- Change control (including Baseline management)
- Reporting

The *service* should be designed to provide support across the *Client's* project delivery teams.

The Scope attached to this Contract as Schedule 1, provides the full-service requirements to be delivered. Clarifications made during the tender process are captured under Schedule 3.

The *Client is*

Name

Address for communications

Address for electronic communications

The *Service Manager is*

Name

Address for communications

Address for electronic communications

The Scope is in

The Scope is in Schedule 1 as an attachment to this contract.

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

except that

• The *period for reply* for

n/a

is

n/a

• The *period for reply* for

n/a

is

n/a

The *period for retention* is 6 year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

None at present. If required, this will be developed during contractual engagement.

Early warning meetings are to be held at intervals no longer than

2 weeks

2 The Consultant's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

	<i>condition to be met</i>	<i>key date</i>
(1)	n/a	n/a
(2)	n/a	n/a
(3)	n/a	n/a

If Option A is used The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than

If Option C or E is used The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

3 Time

The *starting date* is

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

	access	access date
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

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

If the *Client* has decided the *completion date* for the whole of the *service* The *completion date* for the whole of the *service* is

If no programme is identified in part two of the Contract Data 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

5 Payment

The *currency of the contract* is the

The *assessment interval* is

If the *Client* states any *expenses* The *expenses* stated by the *Client* are

item	amount
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The *interest rate* is % per annum (not less than 2) above the rate of the bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used:

The period within which payments are made is

If Option C or E is used and the *Client* states any locations:

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

If Option C or E is used The *exchange rates* are those published in on (date)

6 Compensation events

If there are additional These are additional compensation events

8 Liabilities and insurance

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

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<input type="text" value="£5 million"/> in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works or earlier termination
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	<input type="text" value="Whichever is greater of £5 million or the amount required by law"/> in respect of each event, without limit to the number of events	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	<input type="text" value="Whichever is greater of £5 million or the amount required by law"/> in respect of each event, without limit to the number of events	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(2) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a
(3) Insurance against	n/a
Minimum amount of cover is	n/a
The deductibles are	n/a

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

£5 million

Resolving and avoiding disputes

The *tribunal* is

If the *tribunal* is arbitration

The <i>arbitration procedure</i> is	N/A
The place where arbitration is to be held is	N/A

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name	<input type="text" value="'to be confirmed'"/>
Address for communications	<input type="text" value="'to be confirmed'"/>
Address for electronic communications	<input type="text" value="'to be confirmed'"/>
The <i>Adjudicator nominating body</i> is	<input type="text" value="Institution of Civil Engineers"/>

X2: Changes in the law

If Option X2 is used	The <i>law of the project</i> is	<input type="text" value="The law of England and Wales, subject to the jurisdiction of the courts of England and Wales"/>
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X18: Limitation of liability

If Option X18 is used	The <i>Consultant's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	<input type="text" value="£5 million"/>
	The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to	<input type="text" value="£5 million"/>
	The <i>end of liability date</i> is <input type="text" value="6"/> years after the Completion of the whole of the <i>service</i>	

Z: Additional conditions of contract

The *additional conditions of contract* are:

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

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.

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.

Z50 Fixed Hourly Rates

The agreed hourly rates are to stay fixed for the full 2-year contractual term and are not to be subject to the increase set within the Crown Commercial Services (CCS) Construction Professional Services Framework RM6165. If the option to extend the contract for a further year is exercised by the *Client*, the hourly rates charged will be the *Consultant's* Framework Prices current at the time that have been subject to CPI adjustment, applied as per the conditions set under the Framework.

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

[Redacted]

Address for communications

[Redacted]

Address for electronic communications

[Redacted]

The *fee percentage* is

0 %

The *key persons* are

Name (1)

[Redacted]

Job

[Redacted]

Responsibilities

As defined under Schedule 1 (Scope of Requirements)

Qualifications

BSc FAPM

Experience

[Redacted]

Name (2)

[Redacted]

Job

[Redacted]

Responsibilities

As defined under Schedule 1 (Scope of Requirements)

Qualifications

BSc MRICS

Experience



Name (3)

[Redacted]

Job

[Redacted]

Responsibilities

As defined under Schedule 1 (Scope of Requirements)

Qualifications

BSc

Experience



Name (4)

TBC

Job

Risk Management

Responsibilities

As defined under Schedule 1 (Scope of Requirements)

Qualifications

[Redacted]

Experience

[Redacted]

Name (5)

[Redacted]

Job

[Redacted]

Responsibilities

As defined under Schedule 1 (Scope of Requirements)

Qualifications

MSc PRINCE2 CMILT

Experience



Name (6)

[REDACTED]

Job

[REDACTED]

Responsibilities

As defined under Schedule 1 (Scope of Requirements)

Qualifications

BA PRINCE2

Experience

[REDACTED]

The following matters will be included in the Early Warning Register

1. Project Financial Management and Cost Control:

[REDACTED]

2 The Consultant's main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

N/A

5 Payment

If the *Consultant* states expenses

The expenses stated by the *Consultant* are any

item

amount

Reasonable travel expenses to be claimed monthly.

As per monthly claim approved by the Client.

If Option A or C is used

The *activity schedule* is

N/A

If Option E is used

The forecast of the prices 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

Schedule 1

Scope of Requirements

Project / Contract Information

Project name	River Thames Scheme (“RTS”)
Project SOP reference	ENVIMSE500260
Contract name	River Thames Scheme – Project Controls
Date	31/01/2023
Version number	0.6
Author	██████████

Revision History

Revision date	Summary of changes	Version number
16/12/2022	First issue	0.1
06/01/2022	Issued for review	0.2
12/01/2023	Issued to MW for review	0.3
27/01/2023	Issued for review	0.4
30/1/2023	Updates following V4 review	0.5
31/1/2023	FINAL	0.6

This Scope should be read in conjunction with the documents listed below that are current at the Contract Date. In the event of conflict, this Scope shall prevail along with all other conditions under the *CCS Construction Professional Services Framework Alliance Contract* (Framework Contract). The services are to be compliant with the following:

Document	Document Title	Version No	Issue date
801_14	Environmental Sustainability, Design and Management	V3	December 2015
LIT 17641	Exchange Information Requirements	V3	1 December 2022
LIT 16559	Safety, Health, Environment and Wellbeing (SHEW) - Code of Practice (CoP)	V5	20 January 2023

1. Objectives of the project (project outcomes)

The Environment Agency and Surrey County Council are together delivering the River Thames Scheme (RTS).

It represents a new landscape-based approach to creating healthier, more resilient, and more sustainable communities. The RTS will be an integrated scheme which responds to the challenges of flooding; creating more access to green open spaces and sustainable travel routes, in addition to encouraging inclusive economic growth, increasing biodiversity, and responding to the dual challenges of climate change and nature recovery.

A major new piece of blue and green infrastructure, each element of the RTS will work together to deliver benefits for communities. A new flood channel will reduce the risk of flooding to homes, businesses, and infrastructure, while also providing habitat for wildlife and a new feature in the landscape for recreation. The channel will be flanked by new areas of public green open space, for recreation and spending time with nature. New footpaths and cycleways will run along the channel and through the new public spaces, linking different elements of the scheme with communities and providing better connections within and across the area. Areas of new and improved habitat for wildlife and nature recovery will connect with existing nature sites and wildlife corridors to provide a new nature recovery network along the length of the channel that supports even more biodiversity.

The River Thames between Egham and Teddington runs through the largest area of populated but undefended flood plain in England. In addition to the towns and villages in this area, the landscape has been heavily shaped by major infrastructure and extensive mineral workings. This has resulted in an area in which many homes and businesses are at risk of flooding, within a landscape which suffers from visual barriers and physical constraints which means the open space isn't used to its full potential.

The RTS will address these challenges to help create a sustainable, thriving, and healthy community and promote inclusive economic growth. The Scheme will reduce the risk of flooding to thousands of homes, businesses, and vital infrastructure; it will create new areas of green open spaces with recreational facilities and connections to wildlife and it will provide sustainable travel connections to link it all together and create an improved resource for communities to enjoy.

As an integrated Scheme, RTS will deliver:

- A new river channel built in two sections – one section through Runnymede (between Egham Hythe and Chertsey) and one through Spelthorne (between Littleton North lake and the Desborough Cut)
- Capacity increases around the Desborough Cut and the weirs at Sunbury, Molesey and Teddington
- Improved access to quality green open space and connections with wildlife, in addition to supporting a more sustainable travel network
- A network of high-quality habitat to achieve Biodiversity Net Gain

The large scale of the project means the government has directed it should be treated as a project of national significance. These projects require a type of consent known as a 'Development Consent Order' (DCO). The DCO process removes the need to obtain many separate consents, including planning permission and is designed to be a quicker process than applying for these separately.

RTS is the first flood and climate adaptation project which is nationally significant, reflecting the scope and ambition of the Scheme.

Project Summary:

- Total project value - £500m CAPEX
- Team size - c. 70 FTEs, currently four main delivery partners
- Monthly reporting cycle in a 12-month calendar year, financial year from April to March

High level programme

Key Milestones	Date
Statutory Consultation	Nov 23
Submit DCO	Jan 25
DCO Decision	Jul 26
Award Construction Partner	Apr 25
Full Business Case	Sept 26
Gateway 3 - Construction	Feb 27
Gateway 4 - Readiness for Service	Feb 31
Gateway 6 – Project Closure	Feb 41

Project team organogram



Commission Summary:

- Length of contract will be 24 months, likely to commence from April 2023 to April 2025, with option to extend by a further 1-year period if agreed by both parties.
- During period of this commission, the project will gather evidence to support the design of the Scheme through public consultation to produce and submit a Development Consent Order. Project will also produce documents required to undertake a successful tender process and award a construction contract.

2. Outcome Specification

The *Consultant* shall report to the PMO Lead.

The *Consultant* is to provide *Client*-side integrated project control services to support delivery of RTS by providing the following functions:

1. Cost management
2. Planning
3. Risk

4. Change control including baseline management
5. Reporting
6. Integrated Project Controls i.e., the systematic integration of *Client* requirements with Scheme's historical and current status information from various data sources in compatible form to aid rational decision-making

The *Consultant* shall provide support to the entire project team including, but not limited to:

- Project management team i.e., Package Managers and Principal Project Manager
- Senior leadership team i.e., Project Executive, Project Director, and Delivery Board
- Wider service teams including other PMO services (Supply Chain Management, Contract Management, People and Safety, Health, Environment and Wellbeing, Quality and Assurance, Digital and Information Management, Office Management)
- Suppliers' Project Management and Project Controls team to adhere to *Client's* reporting needs

NOTE: The *Consultant* is required to provide no less than 3 months' notice, or unless agreed otherwise with the *Client*, before changing any of the personnel assigned to the Contract.

Data and Systems - The *Consultant* shall provide their own industry standard suitable hardware, software, systems, databases, and facilities, required to efficiently Provide the Service with appropriate access and licensing requirements. Additionally, the following should also be provided and noted:

- Access for other project resource, where required, to view *Consultant's* outputs
- *Consultant* to administer systems as appropriate, allowing access to *Client* when necessary
- Transfer of existing project data into the *Consultant's* system at the start of the contract
- Transfer of data at end of the contract period from *Consultant* to the *Client* or to organisations of *Client's* choosing
- The *Consultant* should have the written permission of the project's PMO Lead before using the project data for any purposes other than to Provide the Service.
- Back up data at a centralised secure location for data resilience, ensuring no single point failure or ability for data corruption or pollution.
- Use of SharePoint and Asite for documents in development on and storing outputs.

Existing project systems are:

Discipline	System
Client Cost Reporting	Microsoft® Project® Online (POL)
Cost Management	Microsoft® Excel®
Schedule Management	Oracle® Primavera P6
Risk Management	Microsoft® Excel®
Reporting and Performance	Microsoft® Excel® / Power BI

3. Deliverables will include, but are not limited to, the following:

The *Consultant* shall provide an integrated service, and disciplines should work and present as a team to efficiently use the project's resources. The *Consultant* shall:

- Produce and maintain an organogram of their resource required to Provide the Service
- Take ownership of project's month-end reporting, prepare monthly dashboards and reports by collecting consistent good quality schedule, cost, and risk data in time for review and host project review meetings in a way that maximises effective use of time
- Advise, recommend, and make appropriate suggestions to improve understanding of data and decision making
- Adopt, maintain, and improve *Client's* ways of working (systems and processes) to provide effective integrated project controls support to the project
- Implement change control process which is fully supported by planning, cost, and risk functions
- Improve insight, engagement and drive enhanced outcomes through continuous improvement of data quality by working closely with other delivery partners

- Attend external and internal project team meetings as required to provide integrated controls support and knowledge to Project, Package, Supplier and Senior Leadership teams.
- Promoting the importance of Integrated Project Controls within wider project delivery team by hosting knowledge sharing sessions and formal and informal training
- To provide ad hoc support as and when requested by the Project Management or Senior Leadership Team
- Document project's ways of working to clearly communicate to the project team the process by which service will be delivered and to stand up to external audit. This should be completed within 6 months of getting into contract unless otherwise agreed with the PMO lead.

Key Outputs

- Management and reporting utilising PRINCE2 project management methodology
- Create and update as required monthly Project Highlight Report and dashboards in time for monthly Project Review Meetings
- Update and issue monthly Integrated Project Schedule of the project summarising all supplier activities along with RTS project team's activities to capture the entire scope of the project including forecasted and unimplemented scope
- Update and issue monthly Project Cost report summarising all the spend in the project along with forecasted spend till end of the project
- Risks, Assumptions, Issues and Dependencies (RAID) log that reflects the current Risks, Issues and Opportunities status of the project. Risk register to be reviewed periodically with the project team and updated as necessary
- Maintain, update and issue change control log to support decision making and dashboard production
- Integrated Baseline Review to be performed every year which could lead to re-baseline and process changes as required
- Quantitative Cost Risk Analysis (QCRA) and Quantitative Schedule Risk Analysis (QSRA) to be performed once every year or after implementation of major changes in the project scope or methodology
- Any supporting or ad hoc reporting or analysis as requested by PMO Lead, Leadership Team, and project team such as Exception Reporting.

Co-location :

- The *Consultant's* resources shall co-locate, with the project team for at least 2 days per week at the offices specified by the *Client*.
- Currently co-location days are:
 - Tuesdays – King's Meadow House, Reading
 - Wednesdays – Woodhatch Place, Reigate, Surrey
 - Thursdays – Nobel House, Smiths Square, Westminster
- Periodic travel may be required to other Environment Agency, Surrey County Council, or delivery partners' offices.

Sections 3.1 to 3.6 below describe the services/functions required.

3.1. Integrated Project Controls, Baseline Management and Reporting

The *Consultant* shall provide *key person(s)* to deliver integrated project controls function with at least one *key person(s)* with the following level of expertise:

- Demonstrable experience in delivering one or more of project control functions
- Demonstrable experience of designing and implementing new tools and processes to control and monitor complex projects with multiple suppliers in large public infrastructure projects, ideally within flood and water management
- Demonstrable knowledge and experience of delivering all project control functions i.e., Planning, Cost, Risk, Change Control and Reporting, with ability to understand interactions between disciplines

- Good P3M and contract management knowledge to be able to adequately support those functions
- Experience of managing a team and capability to motivate individuals towards a goal
- Strong communication, facilitation and reporting skills and an ability to provide written reporting

Tasks for Integrated Project Controls function to include:

- Act as single point of contact for the *Client* on behalf of the *Consultant*
- Integrate data from Planning, Cost, RAID and Change control functions to produce clear, consistent high quality progress reports and dashboards which aids decision making
- Provide cross-discipline performance monitoring against agreed baselines and previous month's forecast
- Adopt, maintain, and improve client's reporting cycle in such a way that project data are ready for review by Leadership Team as close to data date as possible
- Own, produce and distribute monthly project and package dashboard reports with narrative, insight, and analyses
- Maintain and create where it doesn't already exist, project's Work Breakdown Structure (WBS), Cost Breakdown Structure (CBS) and Product Breakdown Structure (PBS) as required
- Coordinate the production of integrated project baseline (Schedule, Cost and Risk) and review annually to update the baseline as required
- Provide stability of forecast dates and cost – using past performance to refine future forecasts
- Provide analyses in other common performance timeframes such as, stage, financial year, in-month, etc
- Initiate and lead periodic IBR, QSRA and QCRA exercises
- Create the required documents to communicate and document the processes by which the project control service will be delivered meeting requirements of external audits
- Ad-hoc reporting and analysis as required by the project

3.2. Project Financial Management and Cost Control

The *Consultant* shall provide *key person(s)* to deliver Project Financial Management and Cost Control function with the following level of expertise:

- Demonstrable experience in delivering Financial Management and Cost Control in a project's environment on large complex public infrastructure projects, ideally within flood and water management
- Experience of amalgamating cost data from multiple suppliers to create Project's Cost report
- Experience of adapting to new processes and helping wider project team including suppliers to adapt to new requirements
- Good knowledge of all project control functions i.e., Planning, Cost, Risk, Change Control, and reporting, with ability to understand interactions between disciplines
- Good P3M, PRINCE2 and contract management knowledge to be able to adequately support those functions
- Experience in supporting Quantitative Cost Risk Analysis (QCRA) exercise
- Strong communication, facilitation and reporting skills and an ability to provide written reporting

Tasks for project financial management and cost control function to include but not limited to:

- Work with suppliers and internal project team to obtain the required cost data on time to produce monthly project's cost reports
- Analyse, challenge as required and make recommendations to project managers to maintain and improve project's cost performance
- Provide monthly assessment and analysis of Value of Work Done and Estimate of Cost to Complete of the project split by control accounts, work packages and project as a whole
- Contribute cost data and narrative to enable timely production of monthly progress reports and dashboards

- Assessment of contractor / consultant Application for Payment and forecasts and make recommendations to the Work package Manager and Principal Project Manager
- Provide cost and estimating analysis support for other disciplines such as risk management, change control and contract management
- Forecasting of inflation across the project including justification of method or index used
- Execute monthly cost reporting using MS Project OnLine (PoL)
- Liaising with contract management teams to understand invoicing and payments through the Project Bank Account
- Provide cost assurance to support Contract management and PMO Supply Chain Management
- Support Quantitative Cost Risk Analysis (QCRA) and IBR exercises on the project
- Organise and lead collaborative Cost Control workshops with wider Project team including supplier organisation
- Liaise with Risk Management function to ensure appropriate allowances are made based on QCRA output
- Complete year-end accrual process
- Assist in and provide information for external and internal audits (e.g., Defra, NAO)

3.3. Project Planning

The *Consultant* shall provide *key person(s)* to deliver Project Planning function with the following level of expertise:

- Demonstrable experience in creating project or programme schedules in Primavera P6, with experience in creating Integrated Project Schedule for large complex public infrastructure projects, ideally within flood and water management
- Experience in creating and maintaining cost and resource loaded schedules
- Experience of amalgamating schedules from multiple suppliers with complex interfaces to create an overarching Integrated Project Schedule
- Experience of adapting to new processes and helping wider project team including suppliers to adapt to new requirements
- Good knowledge of all project control functions i.e., Planning, Cost, Risk, Change control and reporting, with ability to understand interactions between disciplines
- Good P3M, PRINCE2 and contract management knowledge to be able to adequately support those functions
- Experience in supporting or Performing Quantitative Schedule Risk Analysis (QSRA) exercise
- Experience of working in NEC type contracts and making recommendations for supplier programme acceptance
- Strong communication, facilitation and reporting skills and an ability to provide written reporting

Tasks for Project Planning function to include:

- Work with suppliers and Internal project team to obtain the required schedule data to update Project's Integrated Project Schedule as per reporting cycle
- Capture the entire Project Scope within the Integrated Project Schedule including Project's own activities, contracted scope and yet to be contracted scope and maintain the quality of the IPS so that it provides realistic completion dates
- Maintain the Integrated Project Schedule in Oracle Primavera P6 and effectively use the options and tools available within the software to produce multiple views of the schedule as required for effective management
- Issue overarching project schedule, Critical and Near critical path activities, milestone charts and lookaheads schedules along with planner narrative which captures progress and changes in month to enable timely production of monthly progress reports and dashboards
- Analyse, challenge as required and make recommendations to package managers to maintain and improve project's schedule performance

- Assessment of supplier programme and forecast of works under NEC contract guidelines and make acceptance recommendations to the Work package Manager and Principal Project Manager
- Provide Planning support for other disciplines such as Cost control, risk management, change control and contract management
- Support Quantitative Schedule Risk Analysis (QSRA) and IBR exercises on the project
- Provide continuous planning support to project managers to maintain and control the schedule
- Provide advice to NEC4 contract managers about the acceptability of a programme in accordance with NEC4 contracts
- Assist the project team to understand the sequence of work and impact of (internal and external) dependencies that drive the schedule
- Work with the project team to analyse Supplier and Project Schedules to identify risks and opportunities and develop "what if" scenario schedules that investigate and propose exploitation or mitigations of risk and delays
- Organise and lead collaborative planning workshops with wider project team including suppliers
- Liaise with Risk Management function to ensure risk mitigation actions are captured in the IPS and appropriate time allowances are made based on QSRA output

3.4. Risk Management

The *Consultant* shall provide *key person(s)* to deliver Risk Management function with the following level of expertise:

- Demonstrable hands-on experience in creating and maintaining project or programme Risk Registers on large complex public infrastructure projects, ideally within flood and water management of circa £500m value
- Experience of adapting to new processes and helping wider project team including suppliers to adapt to new requirements
- Good knowledge of all project control functions i.e., Planning, Cost, Risk, Change control and reporting, with ability to understand interactions between disciplines
- Good P3M, PRINCE2 and contract management knowledge to be able to adequately support those functions
- Extensive experience in leading, educating and performing Quantitative Schedule Risk Analysis (QSRA) and Quantitative Cost Risk Analysis (QCRA) exercises on complex log-linked cost-loaded schedules and presenting the outputs in a clear and digestible format
- Experience of Monte Carlo analysis
- Experience of the FCERM Appraisal Guidance – particularly Section 9.5 (link: [FCERM Appraisal Guidance](#))
- Experience of working on NEC contracts
- Experience of being part of Integrated Baseline Reviews
- Strong communication, facilitation and reporting skills and an ability to provide written reporting

Tasks for Risk Management function to include:

- Adopt, maintain, and improve existing project's risk, assumptions, issues, and dependency register so risks and opportunities are clear to understand and manage
- Use knowledge and experience to identify missing and emerging risks, quantify, rank, and manage all risks within project scope, including strategic and objective risks as per project's risk matrix
- Working with the project team identify appropriate risk response, assign risk owners, and periodically monitor the execution and effectiveness of the risk responses ensuring individuals understand their own accountability for individual risks
- Act as an ambassador for risk management and build knowledge in the wider project team by training on the requirements, processes, and benefits of risk management
- Arrange and facilitate weekly risk review sessions with the project team so the risks are monitored and mitigated appropriately, and cost-effective opportunities are chased

- Organise and lead collaborative risk workshops, value and lessons learnt meetings as required with wider project team including supplier organisation
- Issue project RAID register along with narrative which captures progress and changes in month to enable timely production of monthly progress reports and dashboards
- Production of periodic risk reporting including profiled risk expenditure, impacted risk / drawdown and risk exposure changes
- Lead and perform Quantitative Schedule Risk Analysis (QSRA) and Quantitative Cost Risk Analysis (QCRA) exercises every year or after major changes to the project methodology and scope
- Educate as necessary and work with the wider project team to obtain the appropriate inputs and run effective QSRA and QCRA exercises. Present the QRA outputs to leadership team in a clear and digestible format which enables decision making and to wider project team to enable robust forecasting and tracking of risk exposure
- Analyse, challenge as required and make recommendations to the Project Management Team to maintain and improve Project's Risk management
- Provide Risk Management support for other disciplines such as Cost control, Project Planning, change control, reporting, and contract management
- Liaise with Cost and Planning functions to ensure risk mitigation actions are captured in the IPS and appropriate cost and time allowances are made based on QRA output
- Support IBR exercises on the project
- Provide advice on risk amounts included in supplier tender prices

3.5. Change Control

The *Consultant* shall provide *key person(s)* to deliver Change Control function with the following level of expertise:

- Demonstrable experience in delivering one or more of project control functions in a role responsible for Implementing Change Control Processes and tools on large complex public infrastructure projects, ideally within flood and water management
- Ability to create a change control process for any given project which can stand up to scrutiny during audits
- Experience of rolling out new processes among wider project team including suppliers
- Excellent knowledge of all project control functions i.e., Planning, Cost, Risk, Change control and reporting, with ability to understand interactions between disciplines
- Good P3M and Contract management knowledge to be able to adequately support those functions
- Experience of working in NEC type contracts
- Strong communication, facilitation and reporting skills and an ability to provide written reporting

Tasks for Change Control function to include:

- Review and update as necessary *Client's* existing change control processes and tools to suit the project's needs
- Document the change control process and roll out the process among the wider project team including supplier organisations
- Act as an ambassador for implementing changes in a controlled manner and build knowledge in the wider project team by training on the requirements, processes, and benefits of effective change control
- Own and maintain project's change control register and facilitate weekly change review meetings to action them in a timely fashion
- Facilitate project change analysis in liaison with the wider project team assessing impact of Early Warning Notifications and Compensation Event claims
- Act as guardian of change control process and tools making sure all relevant processes are appropriately followed by each member of the team
- Ensure timely implementation of changes to Cost, Schedule, and Risk baselines as per reporting cycle

- Provide change control support for other disciplines such as Cost control, Project Planning, Risk Management, Reporting, and contract management

3.6. Reporting

The *Consultant* shall provide *key person(s)* to deliver reporting function with the following level of expertise:

- Demonstrable experience in delivering one or more of project control functions in a role responsible for reporting on large complex public infrastructure projects, ideally within flood and water management
- Experience of creating dashboards and reports, ideally using Power BI, which pulls together schedule, cost, risk and change control metrics to aid quick review and decision making
- Strong communication, presentation, and reporting skills with an eye for visual presentation of technical data and ability to provide written reporting
- Experience of adapting to new processes and helping wider project team including suppliers to adapt to new requirements
- Good knowledge of all project control functions i.e., Planning, Cost, Risk, Change control and reporting, with ability to understand interactions between disciplines
- Exposure to NEC contracts

Tasks for Reporting function to include:

- Review and make changes as necessary to *Client's* existing reporting processes and tools to suit the project's needs and to enable quick decision making
- Own, update and issue project's reports and dashboards in a timely manner by liaising with project management, project control and wider project delivery team
- Make changes as necessary to Project's reports and dashboards so that it consolidates project's data in a way which removes noise and surfaces relevant metrics which provides indication of the project's health, after obtaining appropriate agreement with the Leadership team
- Facilitate the Project review meetings and explain the generated reports to make the meetings productive and effective
- Distribute to wider project team and store the monthly dashboards and reports in easily available location with version control
- Provide change control support for other disciplines such as Cost control, Project Planning, Risk Management, Change control and Contract Management
- Include non-project controls metrics of the project as requested by Leadership Team as part of project's dashboards and reports including, safety, quality, etc.

4. Communications will include, but are not limited to, the following:

- 4.1. Distribute outputs in accordance with a Client-agreed RACI (Responsible, Accountable, Consulted, and Informed) schedule.
- 4.2. Ensure dependencies with other work streams are shared and discussed with key leads and Project Programmer.
- 4.3. Liaise with contract management teams to enable preparation of Early Warning notifications to monitor critical aspects.

5. Constraints on how the Consultant provides the service

Not applicable.

6. Services and other things provided by the Client

- 6.1. Access to office accommodation as described above.
- 6.2. Access to the Environment Agency's contract administration systems (including FastDraft, ASite®) as appropriate.
- 6.3. Access to the project file storage systems and relevant internal EA guidance.

7. Training to be provided by the *Client*

- 7.1. Where necessary, the *Client* will provide access to relevant internal training and guidance.

8. Data and information management and intellectual property rights

- 8.1. All of the data listed as being supplied to the *Consultant* as part of this service remains the Intellectual Property of the *Client*.
- 8.2. All data produced by the *Consultant* to Provide the Service becomes the intellectual property of the *Client*.

9. Data custodianship

- 9.1. The data custodian for project deliverables from this commission will be the *Client*.

10. Licensing information

- 10.1. All required software licenses to perform the tasks effectively are to be supplied by the *Consultant*.

11. Metadata

- 11.1. The *Client* populates a metadata database called the Information Asset Register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata.
- 11.2. The *Client's* Service Manager will supply an IAR spreadsheet (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

12. Data security

- 12.1. All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128-bit encryption) according to *Client* data security policy. It is expected that once the commission is completed, all the original data sent to the supplier, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128-bit encryption.
- 12.2. Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128-bit encryption.
- 12.3. Further details regarding security measures will be discussed at the start-up meeting for this contract.

13. Timesheets

- 13.1. Timesheets as normally utilised by the *Consultant* shall be submitted with application for payments unless otherwise agreed with the RTS PMO Manager. Electronic submissions would be acceptable.

14. Health and Safety

14.1. Health, Safety and Wellbeing (HSW) is the number one priority of the *Client*. The Consultant shall promote and adopt safe working methods in order to Provide the Service.

14.2. The *Consultant* shall follow and comply with the requirements outlined in the Safety, health environment and wellbeing (SHEW) Code of Practice ([LIT 16559](#)).

Schedule 2 - Pricing Schedule

PROJECT CONTROLS SUPPORT

a) The price of each rate shall be deemed to include but not limited to:

- the provision of management and technical Personnel and personnel engaged in secretarial, accountancy, administrative or other supporting duties including basic salary, any additional payments or benefits and social costs such as insurances or pension payments;
- overheads and profit, office expenses (including rental and heating), non-recoverable personnel-time and administrative personnel who are not chargeable;
- postage, delivery of documents, telephone calls and similar incidental expenses;
- all necessary disbursements, including reasonable number of paper copies of all reports and drawings for statutory approvals, tender purposes, contract

documentation, contract requirements, records and circulation to other disciplines within both the Clients and Consultants organisation;

- and the Management Charge of the Client as defined within the CCS Construction Professional Services Framework Alliance Contract.

b) Rates shall apply to all hours worked between the hours of 08:00 – 18:00 Monday to Friday. Any additions required for work to be carried out outside of these hours shall be agreed in advance with the Client, failing which these rates shall apply.

c) Hourly rates are chargeable only for time actually worked. Breaks and time spent on non-project work are not chargeable and any allowance for such items must be included within the rates.

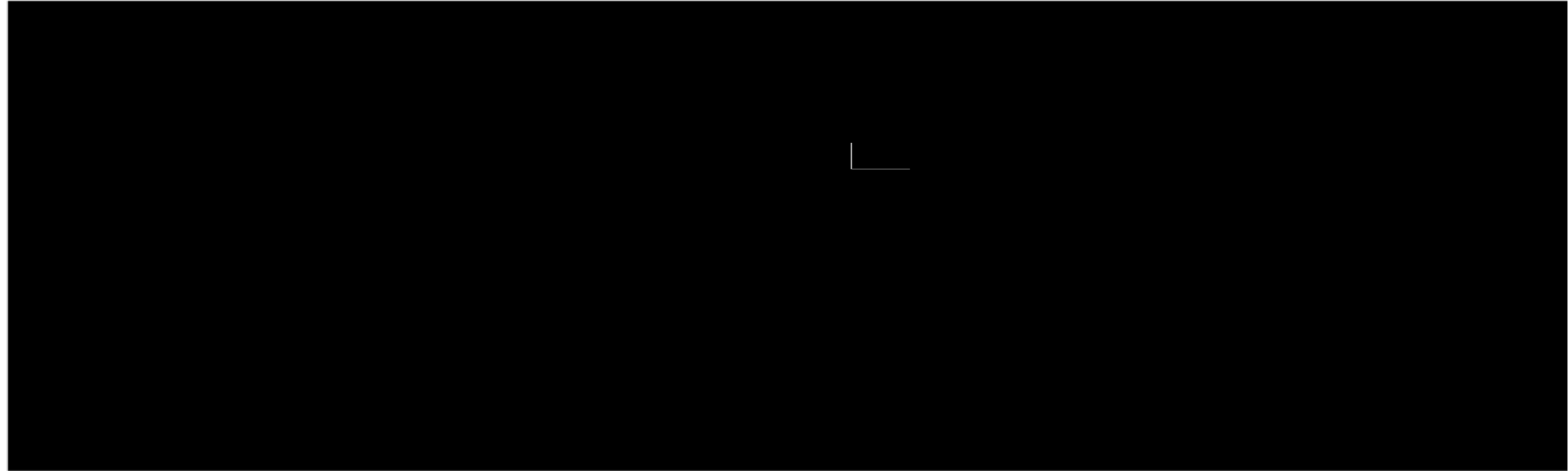
d) All rates shall be based upon an 37.5 hour working week / 7.5 hour working day (incl. 0.5 hour break time per/day)

e) The agreed hourly rates are to stay fixed for the full 2 year contractual term and are not to be subject to the increase set within the Crown Commercial Services (CCS) Construction Professional Services Framework RM6165. If the option to extend the contract for a further year is exercised by the Client, the hourly rates charged will be the Consultant's Framework Prices current at the time that have been subject to CPI adjustment, applied as per the conditions set under the Framework.

f) The Time Charge (Hourly) rates shall exclude the following: Travel & Subsistence expenses.

NOTE: The consultant will be able to claim expenses for travel only, this been the difference in cost between colocation and the persons normal place of work. It is expected that all train travel would be standard class and mileage claims for private car use would be at the approved rates as published by HMRC. Only 'reasonable' travel cost claims will be accepted. The expectation is that the Consultant assigned to provide the services are located in a reasonable commutable distance to the co-locations stated.

Schedule 2 - Pricing Schedule
PROJECT CONTROLS SUPPORT
Schedule of Rates



SCHEDULE 3 - TENDER CLARIFICATIONS

Clarification No.	Date Sent	Consultant	Clarification
1	08/02/2023	ALL	<p>Please use the attached pricing template (<i>Schedule 2 - Pricing Schedule - REVISED 080223</i>) for your commercial submission. This is to replace the pricing schedule provided within the ITT documents previously released.</p> <p>Points to note:</p> <ol style="list-style-type: none"> 1) The pricing schedule now includes 'indicative' hours/weeks that will be used as part of the commercial evaluation. 2) Support resource functions have been added to the pricing schedule that are to support a number of the main function roles (as described in the scope of requirements - schedule 1) when required. 3) The hourly rates submitted are to be valid for the proposed 2-year (24 month) contract period. If the option to extend the Contract by a further 1 year (12 months) is exercised, then prices will be subject to increase by way of indexation (CPI). This requirement has been added to the 'information & instructions' tab under (e) within the pricing schedule.
2	09/02/2023	ALL	<ol style="list-style-type: none"> 1) As part of the ITT requirements it is not necessary for the individuals/consultants put forward to be DBS/security checked. However, the client reserves the right to require security checks to be provided prior to any engagement. 2) ITT Response Document re Q1 4th point: "What are the key attributes the proposed consultant(s) would bring in relation to the key deliverables of the roles as described?". To confirm, this relates to the individuals put forward and not your organisation. 3) ITT Response Document: We have extended the word count for Q1 to 1,000 words and Q2 to 1,250 words. Just to confirm, the word count excludes diagrams/visual examples/CV submissions. 4) Submission of CV's only for the lead roles is required i.e. not necessary for support resource roles.
3	10/02/2023	ALL	<ol style="list-style-type: none"> 1) To confirm, the tendered rates will be paid on a time charge basis. The appropriate amendments to the NEC PSC issued as part of the tender documents will be made in discussion with the successful bidder to remove the defined cost mechanism (fee/overhead %). 2) The tendered rates as submitted will be effective for the contract duration. At the end of the 2-year contract term the rates are to be adjusted in line with the CPI indexation. The adjustment date is likely to be April 2025. 3) There was an error in the revised pricing schedule issued on 8/2/23 relating to cell H23. The formulae in adding all total costs against each function was incorrect. A revised pricing schedule is attached (<i>Schedule 2 - Pricing Schedule - REVISED 100223</i>). 4) To confirm, the reimbursement of 'reasonable' travel costs does include reimbursing the Consultants cost to travel and attend the co-locations stated (permitting they are travelling a reasonable commutable distance).

4	17/02/2023	ALL	<p>For clarity and for the avoidance of doubt, all tendering parties should be complying with their appointed CCS rate cards, which are not to exceed rates as set in November 2021. These rates were procured in 2021 on the basis that they would be subject to a review in November 2023. All commercial submissions will be assured against the 2021 CCS tender returns, including compliance with grade definitions and that rates submitted for this RTS Project Controls Support tender will not exceed those maximum rates, and are to include further inflation consideration to April 2025 (fixed for the 2 year contract term).</p> <p>To also clarify, the resources are to be based in a commutable location to the co-locations as described and where reasonable travel expenses are claimed and accepted/paid. The expectation is that they are UK based.</p>
5	21/02/2023	ALL	<p>Please note we will reserve the right to conduct interviews with the top 3 ranked suppliers following evaluation of all tender responses in accordance with the scoring model provided with the ITT. In advance of these interviews a set of questions are to be issued that you are to present against that will relate to the 'technical' questions already asked in the ITT. Following these interviews the 'technical' score against the relevant question is to be re-evaluated and if required, re-scored.</p> <p>The interviews will either be face-to-face or via MS TEAMS. A date for these interviews has not yet been set but is likely to be early w/c 20th March with adequate time provided for preparation.</p> <p>To inform, the persons carrying out the technical evaluation will have no sight of any of the pricing information or commercial scoring until after the interviews and evaluation has been conducted and finalised.</p> <p>This further evaluation approach will not have any impact on the tenders to be submitted by 5pm 22nd Feb 2023.</p>