



Framework: Client Support Framework

Supplier:

Company Number:

Geographical Area: North West

Project Name: Project Management BiS Secondment to PCM Project Number:

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

Project Management BiS Secondment to PCM

Project Number

This contract is made on 21 June 2021 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.



The period for retention is

following Completion or earlier termination 6 years

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 ${\it Consultant}\,$ prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than 4 weeks

3 Time

The starting date is 23 June 2021

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 23 June 2022

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 All UK Offices for the cost of support people and office overhead are

The exchange rates are those published in

6 Compensation events

These are additional compensation events

- Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st April 2021 and 30th June 2021
- 'not used' 2.
- 3. 'not used'
- 4. 'not used'
- 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

'not used'

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

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

use the skill and care normally used by professionals providing

services similar to the

FVFNT

service

PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION MINIMUM AMOUNT OF The Consultant's failure to £5 million in respect of each 12 years claim, without limit to the

number of claims

Loss of or damage to property and liability for bodily injury to or death of required by law in respect a person (not an employee of each claim, without limit of the Consultant) arising from or in connection with the Consultant Providing the Service

Which ever is the greater of 12 months £5m or the amount to the number of claims

employees of the Consultant arising out of and in the course of their employment in connection to the number of claims with the contract

Death of or bodily injury to Which ever is the greater of For the period required by £5m or the amount required by law in respect of each claim, without limit

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

litigation in the courts The tribunal is

£5 million

The Adjudicator is 'to be confirmed' 'to be confirmed' Address for communications

'to be confirmed' Address for electronic communications

The Adjudicator nominating body 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

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, 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 dimunition of the obligations established by the Contract.

Secondary Options

OPTION X2: Changes in the law

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

OPTION X18: Limitation of liability

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

£1,000,000

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

after the

The *end of liability date* is 6 years 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 Turner & Townsend Cost Management Ltd

Address for communications Low Hall

Calverley Lane Horsforth Leeds LS18 4GH

Address for electronic communications <u>George.Kealy@turntown.co.uk</u>

The fee percentage is

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 Resn

Responsibilities Qualifications Experience

The $\ensuremath{\textit{key persons}}$ 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

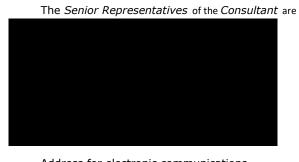
Availability of the named resource
The forecast of total Defined Cost includes £2500 allowance for expenses

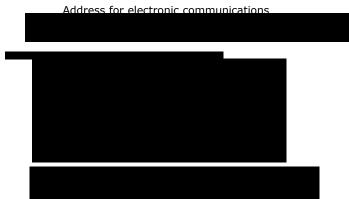
3 Time

The programme identified in the Contract Data is

AS CD Part One

Resolving and avoiding disputes





1 General The Consultant is Turner & Townsend Cost Management Ltd Name and address etc. of Consultant Low Hall Calverley Lane Horsforth Leeds LS18 4GH George.Kealy@turntown.co.uk Email address for communications Enter email address 45.00% The fee percentage is Insert the relevant framework tendered $fee\ percentage$ The key persons are Name the key persons to be working on the contract insert name Name (2) Job insert job Responsibilities insert responsibilities Qualifications insert qualifications insert experience Experience insert name insert job Name (3) Responsibilities insert responsibilities Qualifications insert qualifications Experience insert experience Name (4) insert name insert job Job insert responsibilities Responsibilities Qualifications insert qualifications insert experience Experience insert name Name (5) Job insert job Responsibilities insert responsibilities Qualifications insert qualifications Experience insert experience Name (6) insert name Job insert job Responsibilities insert responsibilities insert qualifications Qualifications Experience insert experience insert name Name (7) Job insert job Responsibilities insert responsibilities Qualifications insert qualifications Experience insert experience The following matters will be included in the Early Warning Register; These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data 3 Time The programme identified in the Contract Data is; This is optional and is inserted if a programme is being initially provided forecast of the total Defined Cost plus the Fee Resolving and avoiding disputes The Senior Representatives of the Consultant are Name (1) Enter postal address ddress Line 1 ddress Line 2 ddress Line 3 ddress Line 4 ddress Line 5 ddress Line 6 mail address for communications Enter email address Name (2) address Line 1 Enter postal address address Line 2 address Line 3 address Line 4 address Line 5 address Line 6 Email address for communications Enter email address

Contract Execution

Client execution

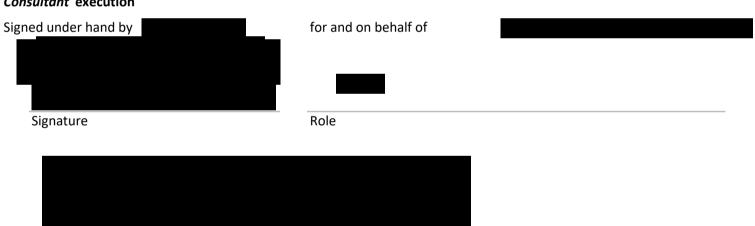
Signature

for and on behalf of the Environment Agency Signed under hand by

Role

Consultant execution

Consultant execution



Environment Agency Client Support Framework (CSF) NEC4 Professional Services Contract (PSC) Scope – Project Manager Services

Project / contract information

Project name	Project Manager Services North West (Hub B) Projects
Project SOP reference	
Contract reference	
Date	22 nd April 2021
Version number	1
Author	

Revision history

Revision date	Summary of changes	Version number		

Document	Document Title	Version No	Issue date

1 Objectives of the project (project outcomes)

1.1 Objective

Following the floods in early 2021, a number of flood risk management assets across the North West require repairs, whilst others need work to be brought back up to target condition grade. This work will be delivered via six geographical asset recovery and reconditioning packages across the Environment Agency areas of Cumbria & Lancashire, and Greater Manchester Merseyside & Cheshire.

The appointments will be made under the Client Support Framework (CSF) and will be compliant with the overarching terms and conditions of this framework. The contracts will be for 12 months duration with the potential for extension subject to ongoing workload and performance.

Number of Posts available:

EA Grade	Number required
G3 – Project Support Officer	1
G4 – Project Manager 3	1
G5 – Project Manager 4	5

1.2 Outcome Specification

The following outputs are required:

- 1. Undertake the role of an Environment Agency Project Manager who will be managing contracts awarded under the NEC4 suite of contracts.
- 2. Managing projects to cost quality and time in line with EA processes.
- 3. Review of contract documentation for ambiguities or conflicts.
- 4. Undertake an assessment with the project team to ensure all risks and costs are clearly understood.
- 5. Identify potential opportunities for efficiencies.
- 6. The use of Environment Agency project management tools. Flood and Coastal Risk Management technical knowledge and experience would be advantageous, as well as an understanding of EA systems and processes.
- 7. The Project Support Officer (PSO) will be providing vital assistance to the Project Manager in the delivery of projects that will ensure flood risk managements assets are repaired and brought back up to target condition grade.

The PSO will need to be organised, especially in managing data to either setup systems of work or maintaining current logs for example risk register and scheduling of meetings. They will need to be good at problem solving, working in teams and confident communicating with a variety of internal and external stakeholders.

2 Project team

- 1 The design consultant is various
- 2 The Contractor is various
- 3 The Supervisor various
- The Contractor will be appointed using the NEC3 or NEC4 Engineering and Construction Contract (option C most normally but can be Option E), or another version of the NEC4 suite of contracts (e.g. smaller projects may use the NEC3 or NEC4 Engineering and Construction Short Form contract)
- 5 Cost management will be provided by either the Programme and Contract Management (PCM) project cost advisor or the co-located cost manager
- 6 Principal Designer is various
- 7 The Environmental Clerk of Works is various.

3 Consultant provides the services

- 1 Carry out the duties of an EA *Project Manager* in accordance with the process of the EA.
- The *Consultant* is also required to provide the following additional services for this project:
 - Lessons learnt meeting & report after completion
 - Updating efficiency register and reporting monthly during construction
 - Co-ordination of performance assessment/KPIs and reporting quarterly

4 Definition of completion and defects

- 1 Completion is only achieved when all of the *services* have been provided and accepted by the *Client*.
- 2 A defect is part of the services which is not in accordance with the Scope or the applicable law.

5 Constraints on how the consultant provides the *services*

1 The *Project Manager* is not to delegate their duties or powers without prior written agreement from the *Client*.

6 Standards to be achieved

6.1 Health and safety

Health, safety and welfare is of paramount importance to the *Client* and one of the objectives for the contract is that the works should be undertaken in a manner that achieves highest possible standards. Health, safety and welfare provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The *Project Manager* will take reasonable steps, when considering documents supplied to him by the Contractor, that the **management arrangements** adopted by the Contractor for safety are suitable.

6.2 Co-operation with the Principal Designer

There will be a Principal Designer for these scheme. The Principal Designer duties will include for a review of any site based works and notifying the HSE of these, as well as a review of the design. The Principal Designer will comment and include for any work required following review.

6.3 Specifications or standards to be used

The EA PM will manage the projects in accordance to the OIs; policies and procedures of the EA.

7 Requirements of the programme

7.1 A programme is not required

8 Services and other things provided by the *Client*

8.1 Training to be provided by the *Client*

The *Client* will provide access to bespoke training as required.

8.2 Data and information management and intellectual property rights

All of the data listed as being supplied to the *Consultant* as part of this study remains the Intellectual Property of the *Client*.

8.3 Data custodianship

The data custodian for project deliverables from this commission will be the area PSO team.

8.5 Licensing information

Licences for LiDAR Data, Ordnance Survey mapping, model, survey, hydrometric and historical data will be provided to the *Consultant* upon award of this commission.

8.6 Metadata

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. The *Client* project 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.

8.7 Data security

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 *Consultant*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption.

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.

Further details regarding security measures will be discussed at the start-up meeting for this commission

8.8 Timesheets

Timesheets as normally utilised by the *Consultant* shall be submitted with fee notes unless otherwise agreed with the *Client's* project manager. Electronic submissions would be acceptable.

8.9 Payment procedure

Payment is subject to the procedure agreed in or under the framework

8.10 Quality

The quality management system complies with the requirements of ISO9001 and ISO14001.

Please detail any other requirements of the Quality Pan.

Appendices

Appendix 1 BIM Protocol – Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan requires verifying by the *Consultant* unless it is referenced elsewhere within the *Scope*.

www.Pow.bim4.info

You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by suppliers