



## Professional Service Contract

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### Contract Data Forms

June 2017  
(with amendments January 2019)

## Contract Execution

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

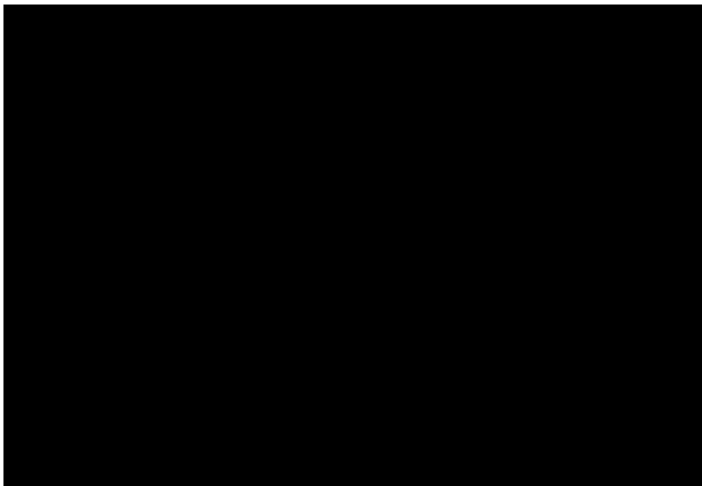
Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Turner & Townsend Project Management Ltd for the provision of ECC PM services, resource the outcome services and cost management services (the *service*).

The Consultant offers to Provide the Services 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



(Named Suppliers)

Client Confidential

# 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

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

Client Confidential

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is  except that

• The *period for reply* for  is

• The *period for reply* for  is

The *period for retention* is  year(s) 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 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</i> to be met	<i>key date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

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) EA offices, EA Staff, Site, FastDraft, Asite	2 <sup>nd</sup> April 2024
(2)	
(3)	

The *Consultant* submits revised programmes at intervals no longer than 4 weeks

If the *Client* has decided the completion date for the whole of the service The completion date for the whole of the service is 31<sup>st</sup> October 2024

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 2 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, if not previously provided by the *Consultant*

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

If the *Client* states any expenses

The expenses stated by the <i>Client</i> are	
item	amount

The interest rate is 2 % per annum (not less than 2) above the Base rate of the Bank of England 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 1 Month

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 All UK offices

If Option C is used

The *Consultant's share percentages* and the *share ranges* are

<i>share range</i>	<i>Consultant's share percentage</i>
less than <input type="text" value="80"/> %	<input type="text" value="0 – below this threshold any further savings are allocated 100% to the Client"/> %
from <input type="text" value="80"/> % to <input type="text" value="120"/> %	<input type="text" value="50"/> %
from <input type="text"/> % to <input type="text"/> %	<input type="text"/> %
greater than <input type="text" value="120"/> %	<input type="text" value="0"/> %

If Option C or E is used

The *exchange rates* are those published inon  (date)

## 6 Compensation events

If there are additional

These are additional compensation events

## 8 Liabilities and insurance

If there are additional  
*Client's liabilities*These are additional *Client's liabilities*

- (1)
- (2)
- (3)

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 service	<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
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## Resolving and avoiding disputes

The *tribunal* is

If the *tribunal* is arbitration The *arbitration procedure* is

The place where arbitration is to be held is

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 electronic communications

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

**X2: Changes in the law**

If Option X2 is used

The *law of the project* is

The law of England and Wales, subject to the jurisdiction of the courts of England and Wales
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**X5: Sectional Completion**

If Option X5 is used

The *completion date* for each section of the *service* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

**X7: Delay damages**

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the *service* are  per day

If Option X7 is used with Option X5

Delay damages for each *section* of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

The delay damages for the remainder of the *service* are**X8: Undertakings to Others**

If Option X8 is used

The *undertakings to Others* are provided to


**X9: Transfer of Intellectual Property Rights****X10: Information modelling**

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract DataThe period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is

2 weeks
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**X11: Termination by the Client****X13: Performance bond**

If Option X13 is used      The amount of the performance bond is     

**X18: Limitation of liability**

If Option X18 is used      The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to     

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

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

**~~X20: Key Performance Indicators (not used with Option X12)~~**

If Option X20 is used      The *incentive schedule* for Key Performance Indicators is in     

A report of performance against each Key Performance Indicator is provided at intervals of       months

**~~Y(UK)1: Project Bank Account~~**

Charges made and interest paid by the *project bank*      The *Consultant* is / is not to pay any charges made and to be paid any interest paid by *project bank* (Delete as applicable)

**Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due      The period for payment is  days after the date on which payment becomes due

**~~Y(UK)3: The Contracts (Rights of Third Parties) Act 1999~~**

If Option Y(UK)3 is used	term	beneficiary
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	<input type="text" value="The provisions of Options Y(UK)1"/>	<input type="text" value="Named Suppliers"/>

## Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

### Z1 Disputes:

Option W2 subclause W2.1(4) is deleted. The Parties agree that adjudication under Clause option W2 should only commence if the dispute resolution procedure has been exhausted and that the dispute resolution procedure in the Scope, takes precedence over Option W2.

### 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

### Z4 Share on Termination

Delete existing clause 93.3 and 93.4 and replace with:

93.3 In the event of termination in respect of a contract relating to services there is no *Consultant's share*.

### 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*.

### 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.

**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.

**Z125 Limitation of Liability**

~~Under clause 87.1; after the fourth bullet point; insert the additional bullet points:~~

- ~~• loss of or damage to the *Client's* property, to the sum that the *Consultant* is required to insure under the contract in respect of such loss or damage;~~
- ~~• 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, to the sum that the *Consultant* is required to insure under the contract in respect of such death or bodily injury.—~~

**Z 130 Rate adjustment**

Z130.1 The Defined Cost for People Rates shall be increased by the same proportion and on the same date as the appropriate *Framework Prices*.

Z130.2 (Option C ONLY) The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

**Z 131 Change to the Schedule of Cost Components**

Add clause 11.2(19) The People Rates are the *people rates* unless later changed in accordance with the contract and provided that at all times and under any circumstance howsoever arising the People Rates do not exceed the equivalent and directly comparable Framework Price as set out in Crown Commercial Services (CCS) Construction Professional Services Framework RM6165.

In the Schedule of Cost Components delete the section titled **People** and replace with:

**People**

1 The following components of the cost of people.

11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work on the contract.

**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

Turner & Townsend Project Management  
Ltd

Address for communications

Low Hall, Calverley Lane, Horsforth, Leeds  
LS18 4GH

Address for electronic communications

[REDACTED]

The *fee percentage* is

0 %

The *key persons* are

name

service

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
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[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The following matters will be included in the Early Warning Register

No expenses included in the forecast, these will be charged in accordance with the  
Framework requirements

## 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
<div>Travel</div>	<div>At cost</div>
<div>Accommodation</div>	<div>At cost</div>
<div>Subsistence</div>	<div>At cost</div>

If Option A or C is used      The activity schedule is      

N/A

If Option E is used      The forecast of the prices is      

£425,600

## Resolving and avoiding disputes

The Senior Representatives of the *Consultant* are

Name (1)	<div></div>
Address for communications	<div></div>
Address for electronic communications	<div></div>
Name (2)	<div></div>
Address for communications	<div></div>
Address for electronic communications	<div></div>



**X10: Information modelling**

If Option X10 is used

If an *information execution plan* is to be identified in the Contract DataThe *information execution plan* identified in the Contract Data is

Included in the Service Execution Plan within 4 weeks.

**Y(UK)1: Project Bank Account**

If Option Y(UK)1 is used

The *project bank* is

N/A

*named suppliers* are**Data for the Schedule of Cost Components (used only with Options C or E)**The *overhead percentages* for the cost of support people and office overhead are location*overhead percentage*

Commission Project Management

Up to 5

%

%

%

**Data for the Short Schedule of Cost Components (used only with Option A)**The *people rates* are

category of person

unit

rate

**Data for the Schedule of Cost Components (used only with Options C and E)**The *people rates* arecustomer service line  
03708 506 506incident hotline  
0800 80 70 60floodline  
0845 988 1188

www.environment-agency.gov.uk

[illegible][illegible]

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

### Project / contract information

Project name	Core Services Migration – East – T&T_ECCPM_RTO_CM
Project SOP reference	ENV10003644
Contract reference	C-23238
Date	18 <sup>th</sup> March 2024
Version number	1.1
Author	██████

### Revision history

Revision date	Summary of changes	Version number
06/03/24	First issue	1
18/03/24	Revisions to first issue	1.1

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
412_13_SD01	Minimum Technical Requirements except for the referenced Environmental MTRs which are to be superseded with LIT 65160	V12	December 2021
LIT 65160	Environment and Sustainability MTR	V1.0	24/01/2023
LIT 17641	Exchange Information Requirements	V3.0	01/12/2023

## 1 Objectives of the *service* provided

### Objective

The East Hub supports delivery of the Environment Agency Capital and Revenue Portfolio, including FCRM, Water Resources, Environment and Navigation Programmes. In order to deliver the portfolio the requirement for additional services has been identified. This commission is for the transition of existing CSF Core services to support and work on the Programme and Contract Management (PCM) East Hub's Flood and Coastal Risk Management (FCRM) programme and projects within.

## 2 *Consultant* provides the services

*This scope seeks to secure the following services.*



The Teams that these services will support are based and are distributed across offices within the boundaries of the East Hub. The *Consultant* will primarily be able to work

customer service line  
03708 506 506

incident hotline  
0800 80 70 60

floodline  
0845 988 1188

[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

remotely. However in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various EA offices or site offices (according to the projects the *Consultant* is assigned to).

The above services shall be provided by the *key persons* identified Contract Data part 2.

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

- a) The above services are to be provided in accordance with the specific appendices that are applicable eg Core Service specifications, see Appendix 2
- b) The *Consultant* is not to delegate their duties or powers.
- c) The *Consultant* shall not work more than 40 hours per week without prior approval from the Service Manager.
- d) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable.
- e) Any time deemed necessary for the *Consultant* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
- f) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.
- g) The *Consultant* shall provide the services in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.
- h) The *Consultant* shall be required to complete a conflict of interest declaration and non-disclosure agreement prior to provision of the services.
- i) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects or of the individuals intention to leave the company at the earliest opportunity.
- j) The *Consultant* is to make full use of the *Client's* web-based contract management tool [Fast Draft]. Whenever practical all contract records are to be distributed and stored using Fast Draft.
- k) Access to the *Client's* IT servers will not be possible, the *service* is to be performed using the *Consultant's* own IT including email address and hardware. Access to the relevant systems will be provided as stated in section 4 below.
- l) A Service Execution Plan be submitted to the Client for acceptance within 4 weeks of Contract Start Date which defines the necessary roles and tasks.

### **4 Services and other things provided by the *Client***

Office equipment and services necessary to provide the services when attending Environment Agency offices and to enable access to the relevant systems. Any client provided IT allocated to key persons shall be returned upon request.

The *Client* will provide access to and training on their web-based tools including but not limited to:

- ASite – the *Client's* BIM Collaborative Data Environment
- FastDraft – the *Client's* contract administration tool
- Collaborative Delivery Community SharePoint access

## **5 Timesheets**

Timesheets as normally utilised by the *Consultants* shall be submitted with applications for payment unless otherwise agreed with the *Client's* Service Manager. Electronic submissions would be acceptable.

## **6 Performance management**

Performance will be measured periodically throughout the contract duration to allow for assessment of performance under the contract.

## **7 Contract management**

Call-off contracts under this framework are administered via the *Client's* electronic contract management system in place at the time a Call-off contract is awarded, or as subsequently implemented.

## Appendix 1 – Dispute resolution

### Dispute Resolution process.

#### 1. Contract Disputes

- 1.1. To raise a dispute:
  - a) the decision giving rise to the dispute must have been communicated under the contract in accordance with clause 13 of the relevant NEC4 contract (verbal dissatisfaction is not sufficient);
  - b) the party who disputes the decision raises its dissatisfaction with the decision within 28 days of the decision being communicated and communicates this dissatisfaction in accordance with clause 13 of PSC and ECC; and
  - c) the issue becomes a formal dispute and is addressed in accordance with Option W2 of PSC or ECC and Option Z clause Z25.
- 1.2. The dispute is initially raised to the *Client's* Commercial Services Manager and *Delivery Partner's* Framework Manager. Both parties present written submission in support of, or reasons for disagreement with, the dispute. The *Client's* Commercial Services Manager reaches their decision on the basis of the written evidence submitted and the terms of the Framework and call off contract within two weeks of receipt of the written evidence. The *Client's* Commercial Services Manager communicates their decision and the reasons why such a decision was reached to both parties in accordance with the contract:
  - a) If *either party* remains dissatisfied with the decision the Dispute is escalated to the *Client's* National Commercial Services Manager and the *Delivery Partner's* Framework Manager. The disputing party's Manager presents the written submission in support of the dispute case, and the *Client's* National Commercial Services Manager determines the contractual decision on the basis of written evidence and contract terms within two weeks and communicates in accordance with the Contract.
  - b) If the *either party* remains dissatisfied with the decision, the dispute is escalated to the *Client's* Framework Director and *Delivery Partner's* Framework Director. The disputing party's Manager or Director presents the written submission in support of the dispute case, and the *Client's* Framework Director determines the contractual decision on the basis of written evidence and contract terms within two weeks and communicates in accordance with the Contract; and
  - c) If *either party* remains dissatisfied with the decision the dispute may be referred to adjudication.
- 1.3. During dispute proceedings all parties have a duty to continue their performance under the Scope.
- 1.4. Dispute proceedings:

Client	Delivery Partner
1. Commercial Services Manager (relevant geography unless conflict)	1. Framework Manager
2. National CSM (consults with relevant Framework Manager) [REDACTED]	2. Framework Manager
3. Framework Director [REDACTED]	3. Framework Director

Client Confidential



## Appendix 2

[Scope - Core Services Migration - East - T&T - Appendix 2 Seawick ECC PM Scope V4](#)

## Appendix 2

[Scope - Core Services Migration - East - T&T - Appendix 3 Project Support Call Off](#)

## Appendix 2

[Scope - Core Services Migration - East - T&T - Appendix 4 ABRC EW CM](#)

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

### Project / contract information

Project name	Seawick ECC Project Management for the Eastern Hub
Project SOP reference	ENV0001264C
Contract reference	28884
Date	21/02/2020
Version number	4
Author	

### Revision history

Revision date	Summary of changes	Version number
13/02/2020	First issue	1
14/02/2020	Revision from comments (LV)	2
19/02/2020	Revision from comments (GB)	3
21/02/2020	Revised	4

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 version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	9	29/08/2018

## 1 Objectives of the project (project outcomes)

### Objective

The overall objective of this contract is to provide an ECC Project Manager to the *Client* in the delivery of the Eastern Hub programme. The allocated project at initiation is Seawick.

The project consists of erosion protection works to prevent failure of the existing flood wall to protect Seawick from tidal flooding. The works are located within two discrete areas (Hutleys Gap and a Secondary Area, to the west of Hutleys Gap) and consists of the construction of two new rock revetments. The purpose of the works is to reduce the risk of breach to the sea wall at Seawick and armouring of the sea wall will ensure the existing standard of protection is maintained along the whole Seawick frontage.

### Outcome Specification

The primary outcome of this commission is to secure an ECC Project Manager, which is to be provided by the *Consultant*, in order to support the delivery of the Eastern Hub Projects.

The proposed ECC Project Manager services is forecast to initially be two days per week on Seawick.

**Outcome specifications and tasks will include, but are not limited to:**

The *Client* will consider the individual proposed by the *Consultant* if the following requirements can be clearly demonstrated, in addition to any project specific requirements:

#### Independence, objectivity and impartiality

- The *Consultant* must be independent from the appointed Contractor.

#### Essential Criteria

##### Professional membership

- The *Consultant* must have professional membership of a recognised and appropriate chartered institute (e.g. APM or EA equivalent)

##### Qualifications

- The *Consultant* must hold a valid CSCS card
- NEC Contract accreditation
- Any other appropriate professional training/qualifications

##### Experience

The *Consultant* must demonstrate the following prior experience:

- The *Consultant* must have a minimum of 4 years of practical lead ECC PM experience (not as an assistant ECC PM)
- Overseeing construction activity on a large construction site
- Understanding of construction processes, construction detailing and ordering of works on site
- Understanding of contractual relationships and the implications of poor performance under a contract

**Commented [MC1]:** GB: This is tender document language. If covered off in the tender then I would be tempted to strike out the sub-heading and this table. Louise could comment

If it stays does ECC PM need to be Consultant in the table??

**Commented [VL2R1]:** Have amended happy for it to stay in? Finley can you think of anywhere better for this to go or do we feel this will all be bought out in the PPP?

<b>Desirable Criteria</b>	<ul style="list-style-type: none"> <li>• Experience of working for and with the Environment Agency</li> <li>• Experience of flood risk management projects and overseeing construction</li> </ul>
<b>Skills, knowledge and behaviours</b>	<ul style="list-style-type: none"> <li>• Confidence and ability to resolve minor issues satisfactorily on site.</li> <li>• Confidence and ability to escalate issues in the right manner, where appropriate.</li> <li>• Awareness of potential issues (including site specific mitigation, local residents' concerns, consultee comments)</li> <li>• Proactive liaison and communication skills (verbal, written and graphic) to communicate with all members of the project team and stakeholders in a professional manner that positively represents the <i>Client</i>.</li> <li>• Able to advise the <i>Client</i> of any potential design and/or construction impacts in advance</li> <li>• Understanding of contractual roles and responsibilities of all parties involved in the construction process and to be a good team player</li> <li>• Proven ability to produce good quality documentation</li> <li>• Able to evaluate information in order to assess the impact and contractual mitigation.</li> <li>• Able to work under own initiative to quickly and effectively resolve issues/queries, but also recognise when assistance is required</li> </ul>

## 2 Project team

- 1 The design consultant is Jacobs.
- 2 The Contractor is TBA most likely from the Marine and Coastal Framework (MCF)
- 3 The *Supervisor* is TBA
- 4 The Contractor will be appointed using the NEC4 Engineering and Construction Contract option C
- 5 Cost management will be provided by the co-located post contract cost manager – TBA from CSF Lot 2.
- 6 Principal Designer is Jacobs.
- 7 BIM Information Manager is [REDACTED]
- 8 The Environmental Clerk of Works is TBA

## 3 Consultant provides the services

ECC PM

- 1 Carry out the duties of *Project Manager* as required by the *Client's* NEC4 Engineering and Construction Contract. The *Consultant* is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project.
- 2 The *Consultant* is to carry out their duties strictly in accordance with the *Client's* version of the ECC. This is particularly important when dealing with Early Warnings and Compensation Events.
- 3 If the *Consultant* believes it is necessary to act other than strictly in accordance with the Contract they must seek and obtain written confirmation in advance from the *Client's* project manager and project executive.
- 4 The *Consultant* is to report monthly on the tasks they have undertaken and time to be charged for that month and provide a forecast of the final cost for their services all as detailed in the *Client's* NEC4 Professional Services Contract.
- 5 During construction of the works the *Consultant* is to chair all contract progress meetings and produce & distribute meeting minutes. For typical meeting agendas see Pre-Start meeting and Progress meeting agenda [413\_13\_SD13].
- 6 In addition during the construction period the *Consultant* will report monthly on the construction works using the *Client's* Monthly Work Progress Summary(MWPS) [*Client* document ref 413\_13\_SD15] and Tracker Schedule for Early Warnings & Compensation Events [on Asite NEC4 Manager]. Post-construction this report should be updated when changes (eg to costs, forecasts, defect corrections etc) occur.
- 7 Note that the *Consultant* needs to discharge the duties they have under the modifications made by the *Client* to the NEC4 ECC including their additional conditions of contract (Z clauses). Some examples are:
  - Certification under the *Client* NEC ECC The target cost figure used should only include Compensation Events that have been implemented.
  - Completion may not be awarded until the Contractor has provided the *Client* with two copies of the H&S File and O&M Manual. Population of the *Client's* latest version of the Project Cost Tool, Carbon Tool and BIM information has been uploaded onto the *Client's* data storage system. These are an absolute requirement of Completion.
- 8 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]
  - Report on Contractor's compliance with S 905 to the *Client*

Commented [MC3]: GB: Where are these defined?

Commented [MC4R3]: This is in the ECC PM template? On asite?

#### 4 Definition of completion and defects

- 1 Completion is only achieved when all of the *services* have been provided and accepted by the *Client*. Population of the *Client's* latest version of the Project Cost Tool, is an absolute requirement of Completion.
- 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 *Consultant* 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 *Consultant* 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.

The contract requires the Contractor to produce a schedule of activities for which risk assessments and method statements must be prepared. The schedule and method statements will meet the dual requirements of the Construction Design and Management Regulations and the requirements of sub-clause 31.2 of the contract.

The Contractor will be free to add to the schedule as the work progresses. Prior to the start of construction work, and again after any revisions prior to implementation of the revisions, the Contractor must forward the schedule to the *Consultant* with the programme for acceptance.

The level of detail required will depend on the activity. As a minimum the Contractor must ensure that risk assessments and method statements are prepared and submitted for review in accordance with the ECC Scope covering:

- full, timing and sequence of construction including the use and design of temporary works, materials, plant and equipment proposed by the Contractor;
- Indication of activities that represent a higher than normal level of health and safety risk.

Some additional information may be required in respect of compliance with the environmental action plan and the minimisation of environmental impacts of the activities.

Method statements supplied in support of the ECC Scope are to be formatted for the benefit of those personnel undertaking the works, and contain language and detail appropriate for those individuals. They shall take account of experience, to ensure that account is taken of the matters identified above

In particular the *Consultant* will be required to:

- before the start of construction work, or thereafter in the case of a proposal for a revision, receive from the Contractor the schedule of risk assessments and method statements for acceptance;

Take reasonable steps to ensure that the persons carrying out risk assessment on behalf of the Contractor are competent for the type of risks, and have adequate resources including time, to properly consider, in an appropriate time, risks identified in the schedule.

Take reasonable steps, for ensuring the effectiveness of method statements as regards language, appropriate detail and quality of briefing arrangements for example by review at progress meetings of risk assessments and method statements to be employed for higher risk or unusual tasks in the coming period.

- Seek a more specialised opinion, about the content of a submission from the Principal Designer, *Client* project manager and/or PCM safety advisor or safety, health and environment manager as appropriate.
- Ensure that the Contractor completes, updates and holds on behalf of the *Client*, the schedule of risk assessments and method statements.

## 6.2 Co-operation with the Principal Designer

There will be a Principal Designer for this 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. The *Consultant* will need to ensure that any instructions from the Principal Designer are properly administered

## 6.3 Specifications or standards to be used

In managing the Contract the *Consultant* and Contractor should make full use of the *Client* ECC standard commercial and contract forms that have been developed for this purpose. Some examples are:

- Contract administration must always be done with reference to the contract including the Standard ECC Scope [*Client* document ref 412\_13\_SD03]
- Project Manager's Instruction [*Client's* Contract Management system]
- Contractor's Technical Query [*Client's* Contract Management system]
- Weekly Site Record [*Client* document ref 413\_13\_SD14]
- Early Warning [*Client's* Contract Management system]
- Compensation Event [*Client's* Contract Management system]

The *Consultant* is to make full use of the *Client's* web based project collaboration tool. Whenever practical all contract records are to be distributed and stored using this project collaboration tool.

## 7 Requirements of the programme

## 7.1 Programme

The *Consultant* shall provide a detailed project plan in Microsoft project format version 2013 meeting all requirements of Cl.31 of the *conditions of contract*. The programme also includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP) relevant to this commission.

A baseline plan shall be provided for the project start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline.

The programme shall cover all the activities to be undertaken by the *Consultant* and other members of the project team. Include all major project milestones from commencement to the end of the reporting, consultation and approvals stage.

Include appropriate review and consultation periods for drafts, scoping reports, statutory consultation etc.

## 8 Services and other things provided by the *Client*

### 8.1 Contract to be administered

The *Client* will provide a bound copy of the contract to be administered to the *Consultant*. This will include the ECC Scope and Site Information. Other information referred to in the contract will be available on Project Collaboration Tool.

### 8.2 Training to be provided by the *Client*

The *Client* will provide access to and training on their web based Project Collaboration Tool.

### 8.3 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*.

### 8.4 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 *Consultants* 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*.

<http://pow.bim4.info/?ref=ENV0001264C>

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

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

### Project / contract Information

Project name	[Hub Area] Project Support Call-off Contract
Project SOP reference	TBC
Contract reference	35619
Date	23/02/2021
Version number	2
Author	[REDACTED]

### Revision history

Revision date	Summary of changes	Version number
10/01/2022	First issue	00
22/02/2022	Updated following CSM and EA PM comments	1
23/02/2022	Updated final CSM and DGC review for Tender Issue	2

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
412_13_SD01	Minimum Technical Requirements	LIT13258 Version 11	04/05/2021

customer service line  
03708 506 506  
[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

incident hotline  
0800 80 70 60

floodline  
0845 988 1188

## Details of the services

Details of the services are:

### 1 Description of the work:

#### Background

The Environment Agency's (EA, hereafter) current funding period has been agreed at £5.2 billion over the next 5 years. This means a doubling of overall value compared to the previous period and potential for double the workload expected. To help facilitate this, the Environment Agency is identifying ways to better utilise its supply chain to deliver more and provide a better service to our local communities over the coming years.

To meet this challenge, Programme and Contract Management teams in the EA's Eastern Hub, are realigning themselves to more efficiently deliver its programme of work. This means there will be dedicated resources for specific workstreams, where previously, one project manager may work across multiple different portfolios for the business. These workstreams are referred to as 'sub-programmes' and their team structure is outlined below in figure 1. The Services outlined in this scope will provide support to all sub-programmes in the operational Area specified in this contract, alongside the Project Management Office that is being created.

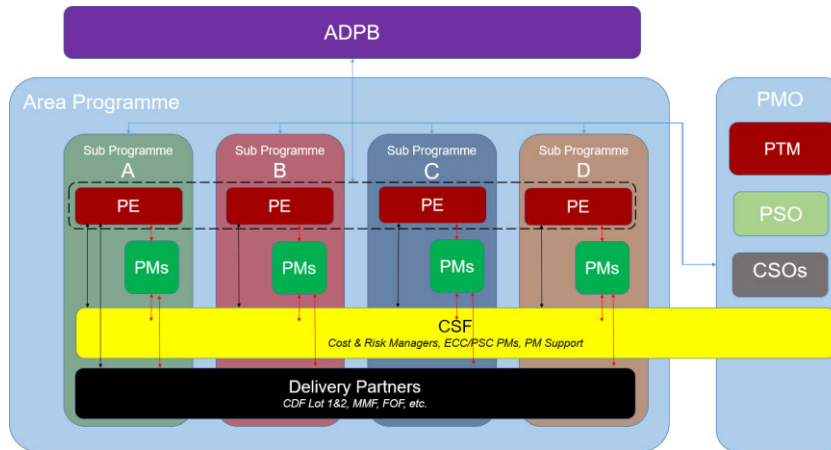


Figure 1 – Area Sub-programme Organogram. ADPB – Area Delivery Portfolio Board, PE – Project Executive, PM – Project Manager, PTM – Project Team Manager, PSO – EA Project Support Officer, CSO – Contract Support Officer.

#### Objective

The primary objective of the services is to provide direct support to the Client's project teams, the project managers in delivering the projects in the capital works programme in the Client's, Hertfordshire and North London (HNL) Area, Thames (THM) Area and East Anglian (EAN) Area and the Assets Below Required Condition Programme (ABRC) The support provided will give the Client's project managers the time and space they need to focus on project delivery utilising the supporting information and the services provided by the Consultant.

## 2 Project team

The *Client* is the [REDACTED]

The *Client's Service Manager* is [REDACTED] The

*Client's Project Executive* is [REDACTED]

It is expected that there will be numerous interfaces between the *Client's* project teams and the *Consultant's* team delivering the *services* specified in this scope. It is likely that the works will evolve, and additional project requests will come throughout the duration of the contract.

Reference to the *Client's* Project Manager refers to the relevant Project Manager for individual projects. Should a Project Manager request something in conflict with the agreed scope, their requests are not considered contractual instructions unless communicated by the *Service Manager*.

## 3 Consultant provides the services

The *Consultant* is to provide various project and contract management services to support the delivery of planned work until 30 June 2023. The *services* are required across both the Area's Programme and support at individual Project level. The *Services* will be instructed on a Project- by-Project basis. The *Client's* project teams will define the activities for each project which require the *Consultant's* support, and which will be instructed by the *Service Manager*. Further detail of how the *Consultant* is to provide these *services* will be outlined using Appendix 1. Please note that at some point the proposed staff may be required to work from the EA office for co-location.

There will be some mutually agreeable performance measures included in the contract. We reserve the right to move the work to another supplier if these are not met.

The potential number of projects requiring support are outlined below. Due to the nature of how some of our programmes are funded, please note that these numbers may change throughout the duration of the *services* and this requirement is a trial. Furthermore, some of the projects within the totals below may have existing provisions for some components of the *services* outlined in this scope and may not request this through this contract.

EA Area	Project Numbers
East Anglia	52
Hertfordshire and North London	38
Thames	32
Assets Below Required Condition	TBC

### 3.1.1 Project & Contract Management

Project and contract Management *services* will require the following activities to be carried out:

1. Contract Management (NEC4 PSC)
2. Risk Management
3. Project Finance Management

4. Project Programming and Planning support (BAM (CDF Lot 2) will be leading on the development of project programmes from start to finish)
5. BIM Deliverable and Information Management
6. Project Support

### **Programme level Support**

In addition to project level support, the *Consultant* shall provide programme level support as outlined below. Due to the direct interface with the *Client's* project programmes making the *Consultant* well placed to support with the management of the overall programme. In addition to the *Consultant* shall support the *Client's* Project Management Office to support with the following activities:

#### **3.1.2 Programme Risk Management Support**

The *Consultant* shall compile a programme level risk register and maintain this monthly. Providing a programme level view on risk by taking relevant project level risks and developing this into a programme level value which will be monitored monthly. The *Consultant* will provide a monthly report on the top 10 risks across the programme to the *Service Manager* and advise on any mitigation strategies at Programme Level which could benefit individual projects.

#### **3.1.3 Project Management Office**

Utilising the interface with each project in the programme, the *Consultant* shall support the *Client* in managing the overall programme of projects. This will include;

- Supporting the *Client* by providing a resource matched programme to quantify resource demands on the *Client's* project teams and provide a programme level overview so resource excesses and constraints can be identified in advance.
- Driving efficiency by proposing improved systems and tools. If appropriate, development of these and rolling these improvements out to project teams will be instructed via Compensation Event. The *Consultant* shall develop and provide to the *Client* a Microsoft Excel based tool that will automate the monthly analysis of project finances (SOP data).

## **4 Definition of Completion**

**Completion will be certified when all services are complete and are accepted by the *Client*.**

## **5 Constraints on how the *Consultant* provides the services**

1. The *Consultant* is not to delegate their contractual duties or powers under this contract without prior written agreement from the *Client*.
2. Access to the *Client's* IT servers will not be possible, the services are all to be performed using the *Consultant's* own IT hardware and software. Access to the relevant systems will be provided as stated in section 8 below.
3. All "work in progress" documents are to be kept on the relevant project's Sharepoint site and not on individuals' hard drives or *Consultant's* servers.
4. The *Consultant* is expected to work with the individual project managers to develop consistent and proportionate methodology to provide the support required and deliver the services.

5. When applying for payment, the *Consultant* should have a record for time spent on individual project codes (as instructed through Appendix 1). This is to enable the *Client* to ensure the costs can be redistributed to the correct project budget. Where time has been spent on Programme level Support, this should be specified so the *Client* can allocate these costs appropriately as well.

## 6 Standards to be achieved

### Health and safety

Health, safety, and welfare is of paramount importance to the *Client* and one of the objectives for the projects 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 *Consultant* shall support the *Client* and project team in achieving these standards.

### Specifications or standards to be used

Many of the processes required are detailed and referenced in the *Client's* Project Manager's Handbook (LIT 14904), this document makes further reference to other processes and guides, some of which are listed below and shall be used to fulfil the *services*. Other guides and process required to fulfil the *services* can be supplied on request and all reference documents are assumed to be part of this Scope.

LIT 12280 - Lessons log template LIT 12295 -

Highlight report template

LIT 12566 - Efficiency reporting tool (CERT)

LIT 14284 - Whole Life (Construction) Carbon Planning Tool

LIT 14847 - Risk guidance for capital flood risk management projects

LIT 18624 - Collaborative Delivery Framework Commercial EA staff User Guide LIT 18625 -

*Client* Support Framework User Guide

LIT 55124 - Write a Business Case

300\_10 Safety, Health, Environment and Wellbeing (SHEW) Handbook for Managing Construction Projects

BIM\_ECDE\_IDP\_User\_Guide – ASite BIM2 User Guide LIT 17093 -

CDF Framework Agreement Schedules

## 7 Requirements of the programme

### Programme

The *Consultant* shall provide a detailed project schedule in Microsoft Project Professional format version 2016 (MS Project hereafter). The *Consultant* is required to collate the Milestones for each Project programme in an overarching MS Project. This programme will be used to provide oversight of milestone clashes for individual project managers and support the ongoing resource management in the team.

## 8 Services and other things provided by the *Client*

### Contracts to be administered

The *Client* will provide a copy of any contract to the *Consultant* which the *Consultant* is required to support the administration of. This will include the Scope/Project Form and Site Information as well as the relevant framework agreement and schedules.

### Training to be provided by the *Client*

The *Client* will provide access to training materials and guidance for their web-based tools including but not limited to:

- ASite – the *Client's* BIM Collaborative Data Environment
- FastDraft – the *Client's* contract administration tool
- Microsoft Project Online – the *Client's* project management and reporting tool

### Information to be provided by the *Client*

The *Client's Service Manager* will be ultimately responsible to provide all the information required to fulfil the *services*. The *Consultant* will work in partnership with the *Client* to mitigate any delays associated with the late supply of information to the *Consultant*.

### 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*.

### Data custodianship

The data custodian for project deliverables from this commission will be the *Client's* area Partnership and Strategic Overview team.

### Licensing information

Licences for LiDAR Data, Ordnance Survey mapping, model, survey, hydrometric and historical data will be provided to the *Consultant* when specifically required to fulfil the *services*.



### **Data security**

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

### **Timesheets**

Timesheets as normally utilised by the *Consultants* shall be submitted with applications for payment unless otherwise agreed with the *Client's Service Manager*. Electronic submissions would be acceptable. Timesheets will be broken down by the *Consultant* and assigned to the individual projects that have been worked on to allow EA internal cost transfers to be submitted.

### **Payment procedure**

Upon receipt of the application for payment, the Client's Project Managers will be provided the summary of time spent on individual projects to accept or challenge depending on the level of support received through the course of the billed period and in line with the methodology accepted in the initial quote. Payment is subject to the procedure agreed under the framework

### **Quality**

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

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

### Project / contract information

Project name	Assets Below Required Condition (ABRC) and Emergency Works (EW) – Appointment of a Cost Manager
Project SOP code	ENV6004349R
Contract reference	35574
Date	11/03/2022
Version number	0.3
Author	

### Revision history

Revision date	Summary of changes	Version number
07/02/2022	First issue	0.1
22/02/2022	Second draft	0.2
11/03/2022	Third draft	0.3

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 version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	12	30 Dec 2021

## 1 Objectives of the project (project outcomes)

### Objective

This commission is to supply a Cost Manager to the Eastern Hub PCM Incident Response Contract. The Cost Manager will also have the role of managing work delivered through the Assets Below Required Condition (ABRC) sub programme which is overseeing the delivery of maintenance works to several below condition assets across the Eastern Hub.

The ABRC sub-programme objectives are as follows:

- Use existing emergency works team (Black Potts Weir) to deliver remedial works to those assets, which are below condition and have HELP report status approval in place.
- Provide efficiencies in delivery of candidate projects and maximise expenditure in 2021/22 and 2022/23
- Use support available from DGC, CSMs and procurement strategy as a tool to ensure optimum delivery route and collaborate across the IDT to choose best delivery route
- Provide ad-hoc support to Scope development as projects are added to the programme
- Support existing project teams in optimising delivery programmes on candidate projects and provide resources to speed up delivery
- Identify and deliver innovative, low carbon options that meets the legal requirements of internal and external stakeholders including: EA, Natural England, Network Rail etcRail etc by the end of the sub programme (2026).

### Outcome Specification

The Environment Agency is mobilising a project team to accelerate the delivery of Capital projects across the Eastern hub. The *Consultant* will provide a resource working full time as Cost Manager (1FTE - 37 hours, 5 days per week) with reach back facilities should the number of sub-programmes increase and or Emergency Works are required.

The programme is looking to deliver the following projects within the next 12 months with an option to extend based on performance.

Programme of works are as follows:

1. Maidenhead, Eton and Windsor Flood alleviation scheme (MWEFAS) assets repairs
  - a. Cookham flood wall mastic joint replacement
  - b. Cookham flood bund crest level reinforcement and reinstatement
  - c. A4 walls repairs
  - d. North Maidenhead Bund crest level reinforcement and reinstatement
2. Emergency Works on the Incident Support Contracts as they arise during the period.
3. Thames Weir Repairs
  - a. Bray Weir Main
  - b. Caversham Weir
  - c. Chertsey Weir
3. Low Risk Trash Screens Eastern Hub – Initial Assessment package (123 sites)
4. East Anglia Sluice and flood gates – Initial surveys and data gathering (245+ sites).
5. East Anglia tidal embankments – Initial surveys and data gathering (6 sites)

6. Norfolk and Suffolk MEICA package – Scoping of asset repairs (28 sites)
7. Reservoir works – Initial surveys and data gathering (sites TBC)
8. Bridge repairs and painting (sites TBC).

## 2 Project team

- 9 The Design Consultant is Jacobs
- 10 The Contractor is BAM
- 11 The ECC Project Manager is Mark Reed from Mott MacDonald
- 12 The Contractor will be appointed using the NEC4 Engineering and Construction Contract option C.
- 13 Cost management will be TBC
- 14 Principal Designer is Jacobs
- 15 The Environmental Clerk of Works is the Site Supervisor

Commented [OP5]: Call safe?

## 3 Consultant provides the services

The *Consultant* is to provide cost management services to support the delivery of the Eastern Hub Emergency Works and Assets Below Required Condition Sub programme. This will include, but is not limited to:

- 1 Support to suppliers in providing accurate and validated information for Project Cost Tool (PCT) updates.
- 2 Provision of commercial support/advice/guidance throughout the project to minimise cost and scope changes throughout the project life cycle including value engineering consultation with the *Contractor*.
- 3 Ensure efficiency is a priority on the project and assist the *Client* by validating financial information and compiling on behalf of the *Client* quarterly efficiency reporting documents. For consistency in pricing and to clarify scope, assume for each project the following;
  - Review and update the combined efficiency reporting tool (CERT) prior to submission by *Client* on a quarterly basis to check on completion and descriptions, financial allowances and definitions associated with low value claims.
  - Allow for the completion of one briefing note per project submission to validate all individual efficiency claims of greater than £50k.
- 4 Track project costs against approved and awarded contract values and current forecasts each of the principle cost headings (e.g. including but not limited to *Client* internal costs, supplier consultancy costs, supplier construction costs, third party costs (land/compensation), risk, and other costs), recording any invoices or Compensation Events received and produce a monthly cost report accordingly.
- 5 Assist the *Client* in approving and scrutinizing supplier invoices and Compensation Events. Carry out *share range* calculations as necessary and provide guidance to the *Client* on financial management of this.

6 In consultation with the *Client* update the Asset Information Management System: Programme Delivery (AIMS:PD) via Project Online 2016 (PoL) by the Environment Agency reporting deadline every month with summary data of all costs, identify significant changes and contribute to the drafting of exception reports when costs exceed tolerances. Risks to be accounted for within the minimum and maximum data boxes on PPMT/PoL. Attend a monthly review meeting with the *Client*.

7 Provide a commercial review of all costs included in approval documents submissions supplied by third parties, in accordance with individual project requirements as identified in 'Services Package Info' document. Provide a challenge to any unsubstantiated figures, and work with the project team to identify the most suitable allowances to be included, this is to include review of risk allowances.

8 Regular review and maintenance of the project risk register, including attendance at one risk workshop per quarter per project.

10 Support the *ECC PM* in carrying out their duties under the NEC4 ECC by assessing Early Warnings and Compensation Events.

11 Lead on Client Set Target pricing via the Collaborative Delivery Framework model of pricing supplier commissions using the Project Cost Tool (PCT) and similar previous projects.

12 Project progress meetings. Assume the following;

- Attendance at a monthly progress meeting (assume 2 hour duration), per project, to be held via Microsoft Teams.
- Weekly attendance at RACI meetings (assume 1 hour duration), per project, to be held via Microsoft Teams.
- Monthly Cost review meetings, arranged by the Cost Manager, to review cost finances ahead of monthly EA PoL/PPMT date.
- Ad hoc attendance at a monthly meeting for both projects. Assume attendance each month for a duration of 2 hours, to be held via Microsoft Teams.

#### **4 Definition of completion and defects**

3 Completion is only achieved when all of the *services* have been provided and accepted by the *Client*. Population of the *Client's* latest version of the Project Cost Tool, is an absolute requirement of Completion.

4 A Defect is any *service* provided which is not in accordance with the Scope, the law or acceptable good practice in the industry. This includes any *service* which is not in accordance with the work practices stated as being employed by the *Consultant* to ensure the quality of their *services* is consistent with their quality plan.

#### **5 Constraints on how the consultant provides the services**

2 The Cost 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 Cost Manager shall support the *Client* and project team in achieving these standards.

## 6.2 Co-operation with the Principal Designer

n/a

## 6.3 Specifications or standards to be used

In assisting the *Client* and *ECC Project Manager* in contract management, the Consultant shall make full use of the *Client's* PSC and ECC standard commercial and contract forms that have been developed for this purpose. Some examples are:

- Contract administration must always be done with reference to the contract including the Standard Works Information [ *Employer* document ref 412\_13\_SD03]
- Project Manager's Instruction [on Asite NEC4 Manager]
- *Contractor's* Technical Query [on Asite NEC4 Manager]
- Weekly Site Record [*Employer* document ref 413\_13\_SD14]
- Early Warning [on Asite NEC3 Manager]
- Compensation Event [on Asite NEC3 Manager]

The *Consultant* is to make full use of the *Client's* web based project collaboration tool (A-Site). Whenever practical all contract records are to be distributed and stored using this project collaboration tool.

## 7 Requirements of the programme

### 7.1 Programme

- The Start date is 01 April 2022
- The Contract is for 1 year until March 2023 with an option of a 1-year extension until March 2024
- The Assets Below Required Condition Subprogramme is until 2026.

## **8 Services and other things provided by the *Client***

### **8.1 Contract to be administered**

n/a

### **8.2 Training to be provided by the *Client***

The *Client* will provide access to and training on their web based Project Collaboration Tool .

### **8.3 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*.

### **8.4 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 *Consultants* 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*.

<https://www.asite.com/>

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