

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract information

Project name	TEAM 2100 Programme ECC PM 2022-2023
Project SOP reference	ENVIMSE100382R
Contract reference	37290
Date	06/09/2022
Version number	V1
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
23/08/2022	First issue	V1.0

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.

1 Objectives of the project (project outcomes)

Objective

The objective is to ensure that flood risk management in the Thames Estuary is managed in accordance with the TE2100 strategy, supporting the TEAM2100 Service Manager in discharging their duties under the contract.

Outcome Specification

The *Consultant* shall provide a minimum 20 hours per week ECC Project Manager 1 for the current requirements, this may vary dependant on need and could increase or decrease.

The ECC Project Manager shall be sourced from the approved CSF Lot 2 Environment Agency ECC PM1 list with a minimum 10 years of experience acting as an ECC PM. The ECC Project Manager shall have experience working on Civil Engineering projects preferably in the water industry.

The ECC PM1 will support the TEAM2100 programme and in particular the *Client* with the contract administration of Task Orders in issuing and replying to contractual communications, risk management, works information (outcome specifications) and compensation events.

The ECC PM will be working on a bespoke form of the NEC3 Term Service Contract (TSC) contract so it is preferable if the ECC PM has experience managing NEC3 or NEC4 option C contracts. They will support the achievement of the *Client's* objectives in terms of budget, programme, quality and end product.

The overall objective of this commission is to deliver flood risk management protection measures and environmental protection or enhancement measures.

2 Project team

- 1 The design consultant is Jacobs
- 2 The Contractor is Balfour Beatty
- 3 The *Supervisor* is an individual from Jacobs based on the individual project requirement
- 4 The Contractor will be appointed using the bespoke TEAM2100 contract based on the NEC3 TSC form of Contract, typically under option C (Target Price).
- 5 Cost management will be provided by the in-house project cost advisor/co-located cost manager.
- 6 Principal Designer is Jacobs
- 7 BIM Information Manager is Jacobs
- 8 The Environmental Clerk of Works is an individual from the TEAM2100 IDT

3 Services to be provided by the Consultant

ECC PM1

- 1 The ECC PM is to carry out the following objectives:

- Working with the Delivery Partner as they prepare their Task Order Proposals, including agreement on risk allocations, risk register wording and impact calculations.
 - Reviewing and recommending acceptance of Task Order and Change Notice programmes on behalf of the *Client*.
 - Reviewing and recommending acceptance of the Design on behalf of the *Client*.
 - Issuing and responding to Early Warnings on behalf of the *Client*.
 - Assessing entitlement to Compensation Events and Change Notices as per the TEAM2100 bespoke term service contract.
 - Support the commercial assurance team with the review and validation of monthly applications for payment
 - Maintain a positive working relationship with the integrated team, whilst undertaking robust commercial challenge
 - General communications to support the delivery of Task Orders
- 2 Carry out the duties of Project Manager using readily available resources within the integrated delivery team to avoid duplication, such as Assistant ECC PM, Programme Scheduler, Risk Manager and Commercial advice.
- 3 Carry out the duties of Project Manager as required by the TEAM2100 Contract. The ECC PM is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project.
- 4 The ECC PM is to carry out their duties strictly in accordance with the *Client's* version of the Contract. This is particularly important when dealing with Early Warnings, Compensation Events and Change Notices.
- 5 If the ECC PM 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.
- 6 The ECC PM 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.
- 7 Note that the ECC PM 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).
- 8 The *Consultant* is also required to provide the following additional services for this project:
- Lessons learnt meeting & report after completion
 - Co-ordination of performance assessment/KPIs and reporting quarterly
 - Report on Contractor's compliance with S 905 to the *Client*

4 Constraints on how the Consultant provides the services

- 1 The ECC PM is not to delegate their duties or powers without prior written agreement from the *Client*.
- 2 The ECC PM will be based at the TEAM2100 Integrated Delivery Teams office (location a) and should be able to work from the following locations:

- a) 111 Buckingham Palace Road, London, SW1W 0SR
 - b) Thames Barrier Eastmoor Street, Charlton, SE7 8LX
 - c) Attend meetings on TEAM2100 work sites
- 3 The ECC PM will be required to have the appropriate security clearance, a minimum of Baseline Personnel Security Standard (BPSS) check used for anyone working on behalf of a government department and is a basic entry-level standard.
 - 4 The ECC PM may be required to obtain Counter Terrorism Check (CTC) clearance or/and Security Check (SC) clearance depending on the projects' security classification.
 - 5 the ECC PM shall not work more than 40 hours per week without prior approval from the Service Manager
 - 6 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
 - 7 any time deemed necessary for the ECC PM to line manage or undertake any other tasks for the ECC PM Employer, would be by agreement with the Client and be non-chargeable
 - 8 the ECC PM will be entitled to take annual leave, based on the ECC PM's terms of employment with the ECC PM's Employer, and statutory holiday entitlement. These costs will be non-chargeable. The ECC PM shall secure the approval of the Service Manager for the provision of appropriate delegated holiday cover
 - 9 the ECC PM shall provide the services in compliance with the Client's 'Environment Agency Operational Instructions' and policies

5 Specifications or standards to be used

5.1 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 them 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 you, 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 *ECC PM* 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 ncpsms 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.

5.2 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 ECC PM will need to ensure that any instructions from the Principal Designer are properly administered

5.3 Bespoke specifications/ standards to be used

In managing the Contract the ECC PM 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 and the commercial handbook
- Project Manager's Instruction [CEMAR]
- Contractor's Technical Query [CEMAR]
- Early Warning [CEMAR]
- Compensation Event [CEMAR]

The ECC PM 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 and the contract administration platform.

7 Requirements of the Role

7.1 Programme

An evaluation of the ECC PM performance will be undertaken in September 2023 to inform any decision around the extension of these services past October 2023.

This review will inform the decision on if we choose to extend a further 12 months, dependant on *Consultant* performance and *Client* budget. Extensions will be at the discretion of the *Client*. Annual extensions will be permitted until end of programme, with the final extension consisting of a maximum period of 5 months.

8 Services and other things provided by the *Client*

- 1 Project Wise login and privileges
- 2 CEMAR (TEAM2100 contract administration tool) login and privileges
- 3 Asite access
- 4 Access to TEAM2100 data
- 5 Drawings, site information or reports already available:
 - a) TEAM2100 Contract (bespoke NEC3 TSC)
 - b) TEAM2100 Annual Plans
 - c) Dashboards
 - d) Risk registers
 - e) Early warnings
 - f) P6 Programmes
 - g) Change Notice Proposals
 - h) Task Order Proposals

8.1 Contract to be administered

The *Client* will provide a copy of the contract to be administered to the ECC PM / Supervisor. 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 Tools.

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/AP teams.

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.

10 Definition of completion and defects

10.1 Completion

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.

10.2 Defect

A defect is part of the services which is not in accordance with the Scope or the applicable law.