



Framework: Client Support Framework
Supplier: Capita Binnies
Company Number: 02018542 / 03163649

Geographical Area: North East
Project Name: Tees Tidelands Project Management Services
Project Number: ENV0002573C

Contract Type: Professional Service Contract
Option: Option C

Contract Number: project_33513

Stage: [REDACTED]

Revision	Status	Originator		Reviewer		Date
1.0	Superseded	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA

Project Name Tees Tidelands Project Management Services

Project Number ENV0002573C

- This contract is made on
between the *Client* and the *Consultant*
- This contract is made pursuant to the Framework Agreement (the “Agreement”) dated 02nd day of July 2019 between the *Client* and the *Consultant* in relation to the Client Support Framework. The entire Agreement and the following schedules are incorporated into this contract by reference
 - Schedules 1 through to 14 inclusive of the Framework schedules are relied upon within this contract.
 - The following documents are incorporated into this contract by reference
Tees Tidelands PM Services Scope Ver02 27072021

Part One - Data provided by the *Client*
Statements given in
all Contracts

1 General The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017.

Main Option C Option for resolving and
Option avoiding disputes

Secondary Options

- X2: Changes in the law
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X18: Limitation of liability
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *service* is Project and contract management services to support EA project teams on various projects under the Tees Tidelands sub-programme

The *Client* is Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The Scope is in
Tees Tidelands PM Services Scope Ver02 27072021

The *language of the contract* is English

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

The *period for reply* is 2 weeks

The *period for retention* is 6 years following Completion or earlier termination

The following matters will be included in the Early Warning Register

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

2 weeks

2 The *Consultant's* main responsibilities

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

condition

to be met

'none set'

'none set'

'none set'

key date

'none set'

'none set'

'none set'

The *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than

4 weeks

3 Time

The *starting date* is

11 October 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 December 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 for the cost of support people and office overhead are

All UK Offices

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

share range

less than

85%

from

85%

greater than

115%

to

115%

Consultant's share percentage

0 %

50 %

100 %

The *exchange rates* are those published in

on

6 Compensation events

These are additional compensation events

1.

'not used'
2.

'not used'
3.

'not used'
4.

'not used'
5.

'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

1.

'not used'

2.

'not used'

3.

'not used'

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

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	██████████ in respect of each claim, without limit to the number of claims	██████████
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) <i>arising</i> from or in connection with the <i>Consultant</i> Providing the Service	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	██████████
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Which ever is the greater of ██████████ or the amount required by law in respect of each claim, without limit to the number of claims	For the period required by law
The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to	██████████	

Resolving and avoiding disputes

The <i>tribunal</i> is		litigation in the courts
The <i>Adjudicator</i> is		'to be confirmed'
Address for communications		'to be confirmed'
Address for electronic communications		'to be confirmed'
The <i>Adjudicator nominating body</i> 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

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.

When appointing *Consultants* on a secondment basis only:

Add clause 19
19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client* , arise from or are contributed to by:

19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant* ;
or
19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager* .

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 6.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or a previous contract will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under this project or programme.

Z8 Requirement for Invoice

Insert the following sentence at the end of clause 51.1:
The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Service Manager's* certificate.
Delete existing clause 51.2 and insert the following:

- 51.2 Each certified payment is made by the later of
- one week after the paying Party receives an invoice from the other Party and
 - three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z9 Conflict of Interest

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflicts of interest relating to the *Consultant* (including without limitation its reputation and standing) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking action to protect its interests. Should the Parties be unable to remove the conflict of interest to the satisfaction of the *Client*, the *Client*, in its sole discretion, may terminate this Contract.

Z10 Change in Control

The *Consultant* shall notify the *Client* as soon as reasonably practicable, in writing, of any agreement, proposal or negotiations which will or may result in a *Consultant* Change in Control and shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract with immediate effect by notice in writing and without compensation to the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification has been made, the date that the *Client* becomes aware of the Change of Control, but shall not be permitted to terminate where the Client's prior written acceptance was granted prior to the Change in Control. A Change of Control is defined as per the Deed of Agreement, Z14.4.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the Service Manager in writing in accordance with the Contract, and with express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any failure or delay in exercising any right or remedy shall not constitute a waiver or diminution of the obligations established by the Contract.

Secondary Options

OPTION X2: Changes in the law

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

OPTION X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 2 weeks

OPTION X18: Limitation of liability

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 6 years after the 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	<i>beneficiary</i>
Any	None

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
Capita Property and Infrastructure Limited (Company No. 02018542) and
Binnies UK Limited (Company No. 03163649) acting together as an
unincorporated joint venture known as "Capita Binnies"

Address for communications

Address for electronic communications

The fee percentage is

Option C

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (5)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (6)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (7)
Job
Responsibilities
Qualifications

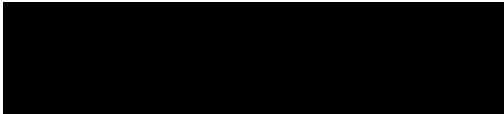
Experience

The following matters will be included in the Early Warning Register
None

3 Time

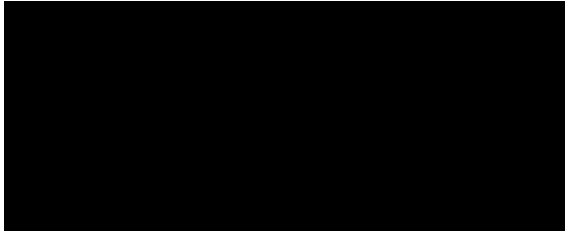
The programme identified in the Contract Data is
Contained within Appendix 2 (A2) in the Quality Submission

5 Payment



The tendered total of the Prices is
£176,637.87

Resolving and avoiding disputes



X10: Information Modelling

The *information execution plan* identified in the Contract Data is

Contract Execution

[Redacted Signature Block]

[Redacted Signature Block]

[Redacted Signature Block]

Signed Underhand by [PRINT NAME] for and on behalf of Binnies UK Limited

Signature

Date

Role

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	Tees Tidelands Sub-Programme Project Management
Project SOP reference	
Contract reference	
Date	27/07/2021
Version number	02
Author	

Revision history

Revision date	Summary of changes	Version number
01/07/2021	First issue	00
20/07/2021	Update following various comments	01
27/07/2021	Final comments from	02

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

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the *services*

Details of the *services* are:

1 Description of the work:

1.1 Objective

Tees Tidelands is a sub-programme formed to deliver flood risk and environmental projects in the Lower Tees Catchment. The current projects within the Tees Tidelands Sub-Programme are:

1. Greatham Northeast – a £12M Flood & Coastal Risk Management (FCRM) and Environmental Improvement Scheme currently in appraisal stage progressing to Outline Business Case. It is located adjacent to the mouth of Greatham Creek where it flows into the Tees at Seal Sands.
2. Portrack Flood Aleviation Scheme – a £2.8m FCRM & Environmental Improvement scheme to remove an existing tidal structure and creation of inter-tidal habitat located at the mouth of Lustrum Beck where it flows into the River Tees at Portrack.
3. Greatham Marsh – a £1m Environmental Improvement scheme aiming to remove the tidal structure and create intertidal habitat at Greatham Beck just south of Greatham village.
4. Ormesby Beck Intertidal Zone – a £750k FCRM & Environmental Improvement scheme aiming to remove the tidal flaps and screen and create intertidal habitat on Ormesby Beck in Middlesbrough
5. Lustrum Beck Urban River Restoration – a £700k Environmental Improvement scheme aiming to provide river restoration within Stockton.
6. Holme Fleet – a £700k FCRM & Environmental Improvement scheme aiming to De-culvert Holme Fleet and create intertidal habitat at Port Clarence
7. Billingham Beck – an Environmental Improvement scheme partnered with Stockton Borough Council

Further projects may be added to the sub-programme as opportunities are developed through the pipeline.

The primary objective of the *services* is to provide direct support to the *Client's* project teams, the project managers in particular in delivering the projects in the sub-programme. 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

- 1 The *Client* is The Environment Agency
- 2 The *Client's Service Manager* is [REDACTED]
- 3 The *Client's* project executive is [REDACTED]
- 4 The ECC *Supervisor* is not yet appointed
- 5 The Contractor is [REDACTED]
- 6 The Principal Designer is [REDACTED] for their relative projects

7 The Environmental Clerk of Works is not yet appointed

The terms **Contractor**, **Service Manager** and **Project Manager** are used throughout this Scope document and represent the same terms identified in the *Client's* Engineering and Construction Contract (ECC) for the construction works and the *Client's* Professional Services Contracts (PSC) for Consultant works.

3 **Consultant** provides the services

Project & Contract Management

The *Consultant* is to provide various project and contract management services to support the delivery of the sub-programme for all planned work until 16th December 2022. This will include, but is not limited to:

1. Contract Management -
 - a. Management of live NEC4 Professional Services Contracts (PSC) & Engineering and Construction Contract (ECC) Contracts and Ecological Services Framework (EcoSF3) contracts through the complete project lifecycle in liaison with Environment Agency (EA) Project Manager (PM). The *Consultant* will fulfil the role of Service Manager (NEC4 PSC Contracts) and ECC Project Manager (ECC PM) (NEC4 ECC contracts) and monitor the contracts let under the EcoSF3. Allowance should be made for a maximum of 2 contract instructions (and the associated compensation events processes) per project per month on all NEC4 contracts.
 - b. Provide input into the scope development, Contract Data, Service/Project Manager Instructions and Project Forms for the all new contracts/instructions for new project stages.
 - c. Cost Management - review of contract costs including pain/gain forecasting, Compensation Event Quotation (CEQ) assessments, Application for Payment monthly assessment and certificates, forecast assessments and full annual audit of NEC4 option C contracts on all live contracts.
 - d. Planning support - review Cl. 31 and monthly Cl. 32 programme submissions from consultants and contractors and run reports, feedback to the suppliers and ultimately accept programmes under the live NEC4 contracts.

In order to determine the number of contracts live at any time and to understand the number of occurrences new contracts or instructions are required to go to the next project stage please utilise the data in Appendix 2 - Contract Strategy and Contract Schedule. For example between the Start Date and February 2022 there are 8 live contracts this increases to 9 in March 2022. In December 2021, 3 projects are going through a gateway to proceed to the next project stage, as such instructions and new Project forms will need to be prepared and issued for this to occur. Only the contracts shown in Appendix 2 Contract Schedule are to be priced.

2. Risk Management -
 - a. Understand and follow the requirements of LIT 14847 - Risk guidance for capital flood risk management projects and the documents referenced within.
 - b. Facilitate a risk workshop for each project, collate and value all the risks in a Quantitative Risk Assessment and run a Monte Carlo analysis to generate the 50th percentile and 95th percentile risk values and adjust the Optimism Bias in line with risk guidance. This is to be done 12 weeks prior to the submission of each business case for each project. Combine risk workshops for efficiency when possible.
 - c. Compile a sub-programme risk register for all the projects and maintain monthly.

- d. Provide a monthly report on the top 10 risks across the sub-programme to the Project Executive along with a commentary on mitigation actions outstanding.

3. Cost Management

- a. Collate, track and report on project level expenditure, utilising supplier forecasts, payment certificates and invoices, *Client* expenditure reports (SOP/Discoverer), EA staff costs, Consultant costs and any other project expenditure identified and feed these into the *Client's* Project Online reporting tool on all 7 projects.
- b. Collate design information, programmes and assumptions from the *Client*, consultants and contractors to feed into the *Client's* Carbon and Cost Estimating team, at each new contract/instruction stage.
- c. Attend Getting into Contract meetings with suppliers and advise the *Client* on the pricing strategy for CDF contracts and assessing/evaluating tenders for contracts delivered through the Ecological Services Framework.
- d. Reporting on Project Efficiencies quarterly in line with the *Client's* CERT tool (LIT 12566 - Efficiency reporting tool (CERT)) including valuing the efficiency and producing file notes (one per quarter) to report on high value efficiencies over £200k for all 7 projects.
- e. Track and manage the Purchase Order Value for each live contract and request increases through the *Client's* team when needed including the relevant evidence to support the increase.
- f. Support the business case development by providing commercial support.
- g. Tracking the project carbon with input from suppliers and regularly reporting on carbon savings and flagging potential significant changes to the whole life and capital carbon baselines for all 7 projects.
- h. Work with the *Client's* Project Executive to maintain the Sub-Programme Procurement Strategy updating this monthly and liaising with the *Client's* One Commercial Lead to approve it.

In order to determine the number of estimates required and to understand the number of business cases that will need input etc. please utilise the data in Appendix 2 - Contract Strategy and Contract Schedule. For example, in November 2021 there are 6 contracts/instructions needed in order to start the next project stage in December 2021, therefore there will be 6 price estimates to be assessed by the Carbon and Cost team in November 2021.

4. Information Manager

- a. Take the role of Information Manager within Asite, the *Client's* Collaborative Delivery Environment across all 7 projects.
- b. Manage the BIM processes, including agreeing the IDP with proposed suppliers and preparing the MIDP for the each new contract stage.
- c. Review the suppliers' BIM Execution Plans and provide comments to the *Client* for each live contract for all 7 projects.
- d. Manage the submission of deliverables through Asite, sharing and publishing as necessary and ensuring the *Client* meets the contractual obligations within the relevant *period for reply* for all 7 projects.
- e. Collating the comments from the EA specialists and returning them to the supplier for consideration for all deliverables submitted through ASite for all 7 projects.
- f. Reviewing final deliverables to ensure comments have been addressed and reporting those that are not to the *Client*.
- g. Provide digital assurance of the deliverables to ensure they meet the requirements of the BIM Execution Plan and report discrepancies to the *Client*.

Please assume there will be up to 200 files per project per stage submitted through ASite. Many of these, but not all, will be packaged up and delivered together and would require one review.

5. Project Controls & Planning

- a. Arrange and facilitate planning workshops to generate a collaborative whole life schedule based on the Project Online template to enable the creation of an accurate and robust schedule baseline for each project at each stage.
- b. Provide continuous planning support to maintain and control the schedule, including collating progress information, changes to project logic & sequences, implement changes to the baselined scope and work with the project team to understand the impact of external dependencies that drive the schedule
- c. Provide monthly schedule and sub-programme reports to provide detailed insights on performance, support the team with lookahead schedules to identify key phases and milestone coming up in the next quarter for each project.
- d. Work with the project team to analyse the schedules to identify up and coming risks and plan for early mitigation, develop "what if" schedules that investigate and propose opportunities for efficiencies across the sub-programme.

6. Project Management

- a. Managing the deliverables stated within this Scope.
- b. Being the one point of contact with the *Client's* Project Managers and Project Executive. Continuity of a dedicated resource in this role is important to ensure that successful outcomes are achieved.
- c. Meeting the *Consultant's* requirements of the PSC contract associated with this Scope.
- d. Collocating where required.
- e. Hosting meetings and workshops when required, this would be instructed through the contract.
- f. Reading & understanding all relevant EA Operational Instructions and ensuring the *Consultant's* team follow the requirements.
- g. Reading and understanding the current business cases for all 7 projects and sharing relevant information with the *Consultant's* team.
- h. Attending site visits to each site to become familiar with the projects.
- i. Assisting EA PMs with stakeholder management plans and execution.
- j. Managing a communications & engagement virtual room, producing and collating supporting information to go in the room and updating this quarterly. This will be hosted by others.
- k. Assisting EA PMs with production of File Notes to document key project decisions, assume one per month.
- l. Assisting EA PMs with production of Pre-Construction Information packs, including service searches, land registry, Unexploded Ordnance searches for all 7 projects.
- m. Produce the sub-programme contacts list and organogram and update monthly.
- n. Support on the completion of each business case, producing sections for the Commercial, Financial and Management Cases for each business case submission as shown in Appendix 2.

4 Definition of Completion

- 1 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. 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 Ecological Services Framework contract are generally light-touch, they are a bespoke Project Form delivered under a Framework Agreement. There will be a requirement to monitor the content of the Project Form to ensure the services are delivered as well as understand the framework agreement requirements and ensure these are met.
- 5 The anticipated lines of communication for the various services are detailed in Appendix 3 - Tees Tidelands PM Services Lines of Comms. This ensures the main communication lines on the project remain with the EA Project Manager. The *Consultant* is to primarily communicate through the EA Project Manager also, except the Contract Management roles and Information Manager roles who will have regular direct links to the delivery partners. The EA Project Manager retains overall control, authority and accountability for the projects in the sub-programme, this contract is to support the EA PM to ensure successful delivery of the projects.

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 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.

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* shall co-operate with the Principal Designer.

6.3 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 11216 - Procurement Strategy Guidance

LIT 12280 - Lessons log template

LIT 12295 - Highlight report template

LIT 12566 - Efficiency reporting tool (CERT)

LIT 13259 - Professional services contract scope - CSF PM Services rev1.1

Tees Tidelands PM & Contract Services

02/07/2021

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

LIT 13663 - Ecological Services Framework Contract 3 (EcoSF3) User Guide

7 Requirements of the programme

7.1 Programme

The *Consultant* shall provide a detailed project schedule in Microsoft Project Professional format version 2016. A baseline schedule 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.

8 Services and other things provided by the *Client*

8.1 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.

8.2 Training to be provided by the *Client*

The Employer will provide access to training materials and guidance 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
- Project Online – the *Client's* project management and reporting tool

8.3 Information to be provided by the *Client*

The *Client's* project managers and project executives 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*.

8.4 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*.

8.5 Data custodianship

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

8.6 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*.

8.7 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

8.8 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 *Consultants* and assigned to the individual projects that have been worked on to allow EA internal cost transfers to be submitted.

8.9 Payment procedure

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

8.10 Quality

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