



# 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 and Townsend Project Management Ltd for Cost Manager 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.

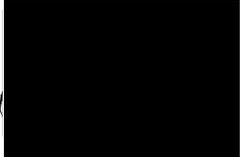
The Consultant was appointed to the framework and executed the framework agreement (with reference number RM6165).

**Executed under hand . . . . .**

By   
Programme Specialist   
27/03/2024

Environment Agency (*Client*)

On behalf of Turner & Townsend Project Management Limited. (*Consultant*)

Signature	Name and Title	Date
	 Director	15/03/2024
	 Director	18/03/2024

# 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

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

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

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

The *completion date* for the whole of the *service* is

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

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

#### 4 Quality management

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is

The period between Completion of the whole of the *service* and the *defects date* is

#### 5 Payment

The *currency of the contract* is the

The *assessment interval* is

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

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

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

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

The period within which payments are made is

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

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

If Option C 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 style="width: 150px; height: 20px;" type="text"/>	<input style="width: 100px; height: 20px;" type="text"/> %
from <input style="width: 50px; height: 20px;" type="text"/> % to <input style="width: 50px; height: 20px;" type="text"/> %	<input style="width: 100px; height: 20px;" type="text"/> %
from <input style="width: 50px; height: 20px;" type="text"/> % to <input style="width: 50px; height: 20px;" type="text"/> %	<input style="width: 100px; height: 20px;" type="text"/> %
greater than <input style="width: 150px; height: 20px;" type="text"/> %	<input style="width: 100px; height: 20px;" type="text"/> %

If Option C or E is used

The *exchange rates* are those published in   
 on  (date)

**6 Compensation events**

If there are additional

These are additional compensation events

**8 Liabilities and insurance**

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

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<input style="width: 100%; height: 20px;" 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 style="width: 100%; height: 20px;" 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 style="width: 100%; height: 20px;" 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	<input style="width: 100%; height: 20px;" type="text" value="n/a"/>
Minimum amount of cover is	<input style="width: 100%; height: 20px;" type="text" value="n/a"/>
The deductibles are	<input style="width: 100%; height: 20px;" type="text" value="n/a"/>
(2) Insurance against	<input style="width: 100%; height: 20px;" type="text" value="n/a"/>
Minimum amount of cover is	<input style="width: 100%; height: 20px;" type="text" value="n/a"/>
The deductibles are	<input style="width: 100%; height: 20px;" type="text" value="n/a"/>

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

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with the contract, other than the excluded matters is limited to £5 million

**Resolving and avoiding disputes**

The *tribunal* is

If the *tribunal* is arbitration The *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 communications

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

**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

**X11: Termination by the Client****X18: Limitation of liability**

If Option X18 is used

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

£5 million

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

£5 million

The *end of liability date* is 6 years after the Completion of the whole of the *service***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 14 days after the date on which payment becomes due

## 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
- Was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan.

### 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  %

The *key persons* are

Name (1)	[REDACTED]
Job	Senior Cost Manager
Responsibilities	EA CM Duties
Qualifications	Refer to EA CV
Experience	Refer to EA CV
Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	

The following matters will be included in the Early Warning Register

<p>The availability of the named resource. Requirement to provide specific services including Carbon, Risk, Project, Planning and Project Controls Management / Support.</p>
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## 2 The Consultant's main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

As per scope

## 3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

N/A

If the *Consultant* is to decide the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

## 5 Payment

If the *Consultant* states expenses

The *expenses* stated by the *Consultant* are any

item

amount

Travel & subsistence expenses

At cost

If Option A or C is used

The *activity schedule* is

If Option E is used

The forecast of the prices is

£227,088.00

## Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Turner & Townsend  
3rd Floor  
Time Central  
Newcastle  
NE1 4SN

Address for electronic communications

Name (2)

Address for communications

Turner & Townsend  
Low Hall  
Calverley Lane  
Horsforth  
Leeds  
LS18 4GH

Address for electronic communications

**X10: Information modelling**

If Option X10 is used

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

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

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

If Option Y(UK)1 is used — The ~~project bank~~ is

~~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 Schedule of Cost Components**

The *people rates* are

category of person

unit

rate

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# Environment Agency NEC4 Professional Services Contract (PSC) Scope

## Project / contract information

Project name	Ben Taylor
Project SOP code	ENVIMNW000840
Contract number	tbc
Contract reference	C23409
Date	16 <sup>th</sup> February 2024

## Assurance:

<b>Author</b>	<b>EA Project Manager</b> Jonathan Farrar	Date: 16 <sup>th</sup> February 2024
<b>Reviewed</b>	<b>EA Project Team Manager</b>	Date:
<b>Consulted</b>	<b>EA Programme Specialist</b> Jonathan Farrar	Date: 16 <sup>th</sup> Feb 2024
<b>Consulted</b>	<b>DGC Representative</b> Jen Stokes	Date: 17 <sup>th</sup> Feb 2024
<b>Checked prior to issue</b>	<b>EA Commercial Services Manager:</b> Tom Lawrenson	Date: 26 <sup>th</sup> Feb 2024

## Revision history

Revision date	Summary of changes	Version number
16/02/24	Draft first issue	01

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.

## 1.0 Overview

This commission is for **transition of existing CSF Core services** to support and work on the Programme and Contract Management (PCM) North-West Hub Flood and Coastal Risk Management (FCRM) programme and projects within.

## 2.0 Background and Objectives

The Programme and Contract Management (PCM) function fulfil a key role within the Environment Agency (EA) in managing and undertaking a £5.2 billion programme of works to deliver flood risk and environmental projects within England.

Within the EA, there are six distinct geographically located hub areas.

The North-West hub region covers a distinct geographical area across two principal operational boundaries referred to as:

- Greater Manchester, Merseyside and Cheshire
- Cumbria and Lancashire

The primary objective of this commission is for the provision of:

- **Cost Management services**

to the *Client* and associated project teams across a range of NEC3 and NEC4 Professional Services Contracts (PSC), Early Supplier Engagement (ESE) and Engineering and Construction Contracts (ECC).

The Cost Manager will work in co-located teams from the *Client*, Consultant and Contractor project teams on FCRM programme of works within PCM North-West hub area in accordance with the *Clients'* requirements and ways of working. It is imperative that the *Consultant* can demonstrate their proposed cost management resources can work with project teams in a collaborative manner. The *Consultant* resource(s) need to be flexible in working in a hybrid manner being able to work from *Client*, Consultant and Contractor office(s) and to fit business needs.

In delivering these services, the *Consultant* needs to provide named individual(s) to work exclusively on the *Client's* projects.

The *Consultant* needs to ensure that proposed resource(s) put forward for *Client* consideration have all required qualifications and suitable experience to satisfy the requirements of the role.

Further details of experience and qualifications for this role(s) is provided in Appendix 2 of this Scope document.

PCM North-West team currently have resource(s) assigned to functional project teams by use of Consultant support to fulfil these key roles. Following the closure of the CSF (Client Support Framework) transitional requirements are required to enable continuity of service to resource the programme and assist in the delivery of FCRM works within North-West hub whilst a new framework is developed.

Ideally, wherever possible, the resource(s) shall be based within the North-West of England and have prior experience of working with the EA on FRM schemes.

### 3.0 Project team

- 3.1 The *Client* is **The Environment Agency**.
- 3.2 The Consultant Designer is **Jacobs** (for Collaborative Delivery Framework – CDF projects).  
Note: the *Client* also has other supplier(s) available for Design services.
- 3.3 The Contractor is **Volker Stevin** (for Collaborative Delivery Framework – CDF projects).  
Note: the *Client* also has other supplier(s) available for Contractor (Construction) services.
- 3.4 The Principal Designer under the Construction Design and Management (CDM) 2015 regulations is either Mott MacDonald or Jacobs.

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

### 4.0 Consultant provides the service

#### 4.1 Requirements

The requirements of this contract are contained in Appendix 3.

#### 4.2 Outcome Specification

The *Consultant* shall deliver the *service* such that it meets the outcomes listed in Appendix 2.

#### Cost Manager Specification

### 5.0 Client's Advisors

The *Client* for the contract is represented by the Programme & Contract Management (PCM) team, primarily the *Client* Project Manager and, in their absence, the Project Executive.

The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an instruction from the *Service Manager*. These departments include (but are not limited to): Asset Performance, Partnership & Strategic Overview, NEAS and others.

The *Client's* organisation has a regulatory function. Communications from the Environment Agency in its capacity as a regulator are not to be confused with communications as the *Client* or the *Service Manager*.

### 6.0 Definition of Completion

Completion for this commission will be the latest date contained in Appendix 3, unless an instruction is issued by the *Client* to extend the contract duration.

Conversely, the *Client* also reserves the right to terminate this commission earlier than the stated Completion Date.

The *Client* accepts that not all the *service* detailed in this Scope will be able to be completed for all projects by the stated Completion Date.

## **7.0 Constraints on how the *Consultant* provides the *service***

The *Consultant* is not to delegate their contractual duties or powers under this contract without prior written agreement from the *Client*.

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 8 below.

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.

## **8.0 Standards to be achieved**

### **8.1 Health, safety and wellbeing**

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.

### **8.2 Co-operation with the Principal Designer**

For all the projects assigned there will be a Principal Designer appointed.

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 where expressly requested by the *Client*.

### **8.3 Specifications or standards to be used**

In managing the Professional Services and Engineering Construction Contract, the Project Manager in collaboration with the *Consultant* and Contractor, should make full use of the *Client* PSC and ECC standard commercial and contract forms that have been developed for this purpose.

Contract administration must always be done with reference to the contract including the PSC and ECC Scope

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

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.

- 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 56181 How to Contract with the Collaborative Delivery Framework (CDF) with *Client*-Led Pricing
- LIT 58180 - *Client* Support Framework User Guide
- LIT 57759 - Write a Business Case
- LIT 16559 – Constructing a better environment: Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) - June 2022
- 300\_10 Safety, Health, Environment and Wellbeing (SHEW) Handbook for Managing Construction Projects
- BIM\_ECDE\_IDP\_User\_Guide – ASite BIM2 User Guide

## 9.0 Requirements of the programme

### 9.1 Programme

The *Consultant* shall support the *Client* in delivering all stated tasks in line with the relevant programme(s) associated with the services they are working on within the *Client* team.

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

### 10.1 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.

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

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

### 10.3 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 *service*. The *Consultant* will work in partnership with the *Client* to mitigate any delays associated with the late supply of information to the *Consultant*.

### 10.4 Data and information management and intellectual property rights

Requirements for the handling of project data are covered by the framework schedules. All the data listed as being supplied to the *Consultant* as part of this study remains the Intellectual Property of the *Client*.

### **10.5 Data custodianship**

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

### **10.6 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*.

### **10.7 Data security**

Project deliverables such as model files, survey data, commercially sensitive 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 in accordance with the *Client's* data protection policy LIT 12085.

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

### **10.8 Timesheets**

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

### **10.9 Payment procedure**

Payment is subject to the procedure agreed in or under the framework and contract.

### **10.10 Quality**

The *Consultant's* quality management system complies with the requirements of ISO9001 and ISO14001.

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## Appendices

- **Appendix 1 – BIM Protocol**

The *Consultant* shall adhere to the Environment Agency's Employers Information Requirements (EIR) framework level minimum technical requirements.

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

<https://www.asite.com/login-home>

The *Consultant* shall register for an Asite Account and request access to the project workspace to view the IDP.

- **Appendix 2 - Experience and Qualifications Requirements**

**Programme and Contract Management (PCM) North-West Hub  
Cost Management Services Scope – January 24**

**Experience and Qualifications Requirements**

- The Cost Manager shall have a minimum of 5 years' Cost Management experience, ideally more in relevant sector and, desirable, in Flood Risk Management.
- They shall have a track record for supporting the delivery and contract management of highly complex and high value construction schemes.
- They shall have very detailed knowledge and insight of the NEC4 ECC contract and be expert in its application.
- They shall ideally have formal Cost Management training and certification – for example Registered Institute of Chartered Surveyors (RICS) is desirable.
- They shall have excellent communication skills, with evidence of working well within integrated client and supplier teams. The ability to form productive working relationships is vital to the role.

**Cost Management Specification**

A Cost Manager is required in the provision of the above *service*. The *Consultant* can also provide Support Cost Managers in delivery of this *service* under supervision of the lead Cost Manager. However, in all instances, in delivering the Cost Management services, the *Consultant* needs to provide named individual(s) to work exclusively on the *Client's* projects

Other duties of the *Consultant* will consist of, but not be limited to:

- **Consultant Contract Management**

- Review of contract costs including pain/gain forecasting, CEQ assessment, Application for Payment monthly assessment and certificates, forecast assessments and full annual audit of NEC3 and NEC4 contracts.
- Attend "Getting into Contract" meetings with suppliers and advise the *Client* on the pricing strategy and assessing/evaluating tenders for contracts as required.

Where requested by the *Client* the *Consultant* shall review NEC4 PSC and ECC contracts before award and supply the *Client* and project team representatives with comments and input into the Scope development, Contract Data and Project Forms for all new contracts and Compensation Events for contracts to be extended from Outline Business Case to Full Business Case.

The *Consultant* shall provide input and support to the *Client* and project team representatives (including ECC Project Manager) in the review of Clause 31 and Clause 32 programme submissions from Consultants and Contractors and run reports and feedback to the suppliers.

- **Consultant Cost & Carbon Management**

- Collate, track and report on project level expenditure, utilising supplier forecasts, payment certificates and invoices for the provision of data for *Client's* Project Manager to populate the Project Online reporting tool.
- Arrange and facilitate planning workshops to generate a collaborative pricing strategy at the beginning of each project stage. Working closely with the Hub cost and carbon Estimator to

develop a project pricing plan to aid in the effective monitoring of likely scheme costs in design development. This will include the collation of design information, programmes and assumptions from the *Client*, Consultants and Contractors to update the Project Cost and Carbon Tool on project cost data on a monthly basis.

- Track the project carbon with input from suppliers and regularly report on carbon savings flagging potential significant changes to the whole life and capital carbon baselines during design development.
- Working closely with the Hub Cost and Carbon Estimator update the Project Cost and Carbon Tool on project carbon data on a monthly basis.
- Report on project efficiencies quarterly in line with the *Client's* CERT tool including valuing the efficiency and producing file notes (one per quarter) to report on high value efficiencies over £200k.
- Track and manage the purchase order value for each contract and request increases through the *Client's* team when needed including the relevant evidence to support the increase.
- Support the *Client* Project Manager(s) in completion of each business case, producing sections for the Commercial, Financial and Management Cases.
- Provide commercial support/advice/guidance throughout the project to support procurement decisions, minimise cost, and scope changes throughout the project life cycle

- **Consultant Risk Management**

Provide risk management services to the *Client* in compliance with Environment Agency governance, processes and objectives, which shall include:

- Undertaking day to day risk management activities including identification, prioritisation, register management, action planning and monitoring.
- Work with the *Client* Project Manager(s) to identify risks, issues and opportunities and arrange and facilitate risk workshops when required – at least 12 weeks prior to the submission of each business case for each project, and as directed by the *Client* Project Manager throughout the project life cycle
- Quantify risks using proprietary software – eg: @ Risk
- Identify and track risks, issues and decisions
- Recommend and arrange execution of discrete risk interventions and embedded risk management services
- Demonstrate the delivery of value, and reduction of risk exposure through active mitigation of threats and maximisation of opportunities

- **Consultant Project Management**

- At the direction of the *Client* Project Manager, the *Consultant* is required to attend progress meetings, host meetings and workshops when required.
- Produce monthly project financial updates and forecasts for all activities of the project(s) the *Consultant* is working on meeting the *Client's* project reporting timetable together with

progress reports. Monthly financial updates and forecasts to meet Client deadlines provided by no later than the 10<sup>th</sup> day of each month or otherwise agreed at the project start up meeting.

- Assisting *Client* Project Manager(s) with production of File Notes to document key project decisions, assume one per month.
- Working with *Client* Lead Service Manager(s) and Lead ECC Project Manager(s) input into the co-ordination of project performance assessment / KPIs and quarterly reporting.

- **Consultant Project Planning Support**

The *Consultant* shall provide only where expressly instructed by the *Service Manager* specialist planning support for each project they are providing cost management *service* for and create a schedule and reports that inform the decision making in relation to aspects such as:

- Programme and project performance – progress and expenditure
- Resource needs
- Supply chain requirements
- Impacts of Change
- Opportunities
- Risk

This will include, but is not limited to:

- a) provide programme / schedule production and management
- b) provide intelligence reporting on performance
- c) allow for stakeholder planning for agreeing inputs and outputs
- d) provide expert advice in the design and implementation of the programme / schedule
- e) track key metrics as agreed with the *Client*
- f) produce strategic programme/ schedule intelligence report

- **Project Controls & Programme Support**

In delivering the above *services*, a Lead Cost Manager is to be identified. The Lead Cost Manager will be responsible for the following duties:

- Monthly reporting on the tasks they have undertaken and time to be charged to each project for the provision of *service* that month.
- Monthly provision of forecast final cost for their *service* as detailed in the *Client's* Professional Services Contract (NEC3 / NEC4 as applicable) for each project.
- Support the *Client* in maintaining Cost Management (CM) and ECC Project Management (ECC PM) communities within the PCM North-West programme.  
Some specific outcomes include:

- A synergy of commercial assurance across the PCM North-West Programme
- Provision of professional support – advice – peer review and resilience / continuity of Cost Management *service* in the event of staff sickness / leave within the PCM North-West Programme
- Effective and swift lesson learnt dissemination for improvement or best practice adoption

- Swift identification, resolution or escalation of any commercial issues affecting Project and Programme Delivery.

- **Appendix 3 - Requirements**

<b>Role</b>	<b>Project</b>	<b>Days per Week</b>	<b>End Date</b>
Cost Manager	Kendal FRMS	4	30/09/2025
Cost Manager	Radcliffe and Redvales FRMS	1	31/10/2024