

PSC scope – ECC PM NEC4 Southwest Joint Projects

NEC4 professional service contract (PSC)

412_13_SD06

Project / contract information

Project name	ECC PM NEC4 Southwest Joint Projects : <ul style="list-style-type: none">• Wessex Trash Screen Review Phase 1• River Sowry and King's Sedgemoor Drain Enhancements Scheme: Phase 1b• Taunton Strategic Flood Alleviation Improvement Scheme – (TTC5) River Tone Left Bank Flood Defence Improvements Frieze Hill to Town Bridge• and various
Project 1B1S reference	ENV0002984C
Contract reference	34033
Date	09/05/2022
Version number	10
Author	[REDACTED] [REDACTED] [REDACTED]

Revision history

Revision date	Summary of changes	Version number
19/04/2022	First issue for PEs	1
20/04/2022	PE amendments ([REDACTED])	2
09/05/2022	PM amendments ([REDACTED])	3
09/05/2022	PE amendments ([REDACTED])	3
16/05/2022	PE amendments ([REDACTED])	4
10/06/2022	DGC amendments ([REDACTED])	5
13/06/2022	PM amendments ([REDACTED])	6
13/06/2022	DGC amendments ([REDACTED])	7
14/06/2022	PE amendments ([REDACTED])	8
15/06/2022	PM amendments ([REDACTED])	9
15/6/2022	PE amendments ([REDACTED])	10

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 service is to be compliant with the latest version of the Minimum Technical Requirements.

1 Objectives of the project (project outcomes)

1.1 Objective

The objective of this contract is to provide NEC4 Engineering and Construction Contract (ECC) Project Manager (PM) services and Cost Management Support across 3 projects on the Environment Agency (EA) Southwest Project Portfolio:

- River Sowy and King's Sedgemoor Drain Enhancements Scheme: Phase 1b
- Taunton Strategic Flood Alleviation Improvement Scheme – (TTC5) River Tone Left Bank Flood Defence Improvements Frieze Hill to Town Bridge
- Wessex High Risk Debris Screens.

River Sowy and King's Sedgemoor Drain Enhancements Scheme: Phase 1b. In 2014/15, when significant flooding affected Somerset, the Somerset Rivers Authority (SRA) implemented a 20-year flood action plan. The Environment Agency were appointed to deliver this plan through a series of schemes. The River Sowy/KSD Enhancement scheme has been developed as part of the 20-year flood action plan. The scheme aims to increase the flood protection in Somerset through increasing the conveyance of the River Sowy/KSD. This scheme commenced in 2021 and is currently ongoing.

Taunton Strategic Flood Alleviation Improvement Scheme – (TTC5) River Tone Left Bank Flood Defence Improvements Frieze Hill to Town Bridge. The Taunton Strategic Flood Alleviation Improvement Scheme (TSFAIS) is a partnership initiative between Somerset West & Taunton Council (SWT) and the Environment Agency (EA). Our objective is to reduce flood risk in Taunton and the surrounding area, today and in the future from increased river flows that are predicted to occur as a result of climate change.

This project will progress one of SWT's identified short term flood risk management options (TTC5) through to detailed design, secure all necessary approvals and business cases and the Scope for construction. The project name is 'TTC5 River Tone Left Bank Flood Defence Improvements between Frieze Hill and Town Bridge', located in Taunton Town Centre. The option reduces flood risk to the North Town area of Taunton and will also help to support the regeneration of the Council's Firepool development site. The ECC contract at the current detailed design stage will involve early supplier engagement advice. The project is currently at detailed design stage and will progress to construction in 2024.

Wessex High Risk Debris Screens. Following an asset failure, our stock of debris screens was reviewed for compliance with debris guidance that was current at the time of their construction. The main objectives being to ensure effective flood risk management and to limit any civil liability. A three phase National Review was undertaken with the support of JBA Consulting.

New debris screen guidance was published in late 2019 (CIRIA - Culvert, screen and outfall manual, C786F, 2019) which merged and updated the Environment Agency Trash and Security Screen Design Guide 2009 (TSSG) and the CIRIA Culvert Design and Operating Guide 2009 (CDOG). This new guidance was partly developed for CIRIA by JBA Consulting. The programme involves the replacement of 3 debris screens across the region and detailed designs have been undertaken.

1.2 Outcome Specification (Outputs Required)

The main outcome of this ECC PM and Cost Management Support contract is to deliver the required support across the various Projects.

The following outputs are required for this commission:

- Review of existing status and familiarisation with current arrangements (River Sow and King's Sedgemoor Drain Enhancements Scheme: Phase 1b is currently underway so the Consultant ECC PM will be taking over from an EA ECC PM currently delivering this project).
- Undertake the role of ECC Project Manager that includes managing the construction stage, defect stage and the environmental protection/enhancement measures. (this may include, liaison with utility companies and early supplier engagement advice, as required).
- Ongoing review of contract documentation for construction work to check for ambiguities or conflicts that may give potential opportunities for compensation events.
- Undertake an assessment with the project team to ensure all risks and costs are clearly understood.
- Review Contractor's proposed methodology in building the scheme to drive efficiencies and identify potential opportunities for efficiencies.
- Site reporting based on the individual requirements of the project.
- Support the *Client* in agreeing the allocation of risk within the construction contract.
- Produce a Cost Manager's Final Audit Report.

2 Project teams

A River Sow and King's Sedgemoor Drain Enhancements Scheme: Phase 1b:

- 2.1 *Client* Project Manager is [REDACTED]
- 2.2 *Client* Project Executive is [REDACTED]
- 2.3 The design consultant is Jacobs
- 2.4 The Contractor is Kier Integrated Services Limited – appointed using the NEC4 ECC Option C
- 2.5 The Supervisor is [REDACTED] (Jacobs)
- 2.6 The Principal Designer is [REDACTED] (Jacobs)
- 2.7 BIM Information Manager is [REDACTED] (EA Project Manager)
- 2.8 The Environmental Clerk of Works is [REDACTED] (Jacobs)

B Taunton Strategic Flood Alleviation Improvement Scheme – (TTC5) River Tone Left Bank Flood Defence Improvements Frieze Hill to Town Bridge.

- 2.9 *Client* Project Manager is [REDACTED]
- 2.10 *Client* Project Executive is [REDACTED]
- 2.11 The design consultant Binnies UK Ltd
- 2.12 The Contractor is Kier Integrated Services Ltd – appointed using the NEC4 ECC Option C
- 2.13 The Supervisor is [REDACTED], Binnies

2.14 The Principal Designer is [REDACTED], Capita

2.15 The Environmental Clerk of works is to be confirmed, from Binnies.

C Wessex High Risk Debris Screens:

2.16 *Client* Project Manager is [REDACTED]

2.17 *Client* Project Executive is [REDACTED]

2.18 The design consultant Atkins (CDF Lot 1)

2.19 The Contractor is TBC – appointed using the NEC4 ECC Option C

2.20 The Supervisor is TBC

2.21 The Principal Designer is [REDACTED], from Capita

2.22 The Environmental Clerk of Works is tbc

3 The *Consultant* provides the service

The *service* is to provide an ECC PM and Cost Management support until two months after the defect's dates. The *Consultant* shall:

- 3.1 Carry out the duties of ECC PM as required by the *Client's* NEC4 Engineering and Construction Contract. This is particularly important when dealing with Early Warnings and Compensation Events. The ECC PM is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project. The *Consultant* must be sufficiently close to the construction work to understand the issues and have sufficient time, skill and authority to carry out the duties effectively.
- 3.2 Provide a Lead ECC PM and an Assistant ECC PM to allow for work on multiple work streams and provide project resilience.
- 3.3 The approach of the *Consultant* should be co-operative rather than adversarial, proactive rather than reactive.
- 3.4 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*.
- 3.5 Report monthly on the tasks they have undertaken and the time to be charged for that month and provide a forecast of the final cost for their service. This is to be undertaken against each of the 3 projects separately.
- 3.6 During the construction stage, the ECC PM is to chair all contract progress meetings and produce & distribute meeting minutes within 1 week of the meeting. For typical meeting agendas see Pre-Start meeting and Progress meeting agenda [413_13_SD13].
- 3.7 During the construction period, the ECC PM will report monthly on the construction works using the *Client's* Monthly Work Progress Summary (MWPS) [*Client* document ref 413_13_SD15] and Tracker Schedule for Early Warnings & Compensation Events [on the *Client's* Contract Management System]. Post-construction this report should be updated when changes (e.g. to costs, forecasts, defect corrections etc.) occur.
- 3.8 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).

- 3.9 The *Consultant* shall attend site as required to administer the ECC contract throughout the construction stage to ensure maximum value is given to the *Client* for the overall project cost.
- 3.10 The *Consultant* is also required to provide the following additional services for this project:
- Chair lessons learnt meetings & report following completion
 - Co-ordinate performance assessment/KPIs and reporting
 - Attend and chair meetings and monthly progress meetings for the project throughout pre-construction phase, as requested by the *Client*.

The *Consultant* is also to provide cost management services to support the delivery of this service. This will include, but is not limited to:

- 3.11 Provision of commercial support/advice/guidance to and *Client* throughout the project to minimise cost and scope changes throughout the project life cycle.
- 3.12 Support to suppliers in providing accurate and validated information for Project Cost Tool (PCT) updates.
- 3.13 Ensure efficiency is a priority on the project and assist the *Client* by validating financial information.
- 3.14 Track costs against approved values for the NEC4 ECC.
- 3.15 Support the *Client's* collaborative project teams in reviewing project costs at various stages of the project.

4 Definition of completion and defects

- 4.1 Completion is only achieved when all of the service has been provided and accepted by the *Client*. Population of the *Client's* latest version of the Project Cost Tool (or equivalent), is an absolute requirement of Completion.
- 4.2 A Defect is any part of the *service* provided which is not in accordance with the Scope, the law or acceptable good practice in the industry. This includes any part of the *service* which is not in accordance with the work practices stated as being employed by the *Consultant* to ensure the quality of their *service* is consistent with their quality plan.

5 Constraints on how the consultant provides the service

- 5.1 The *Consultant* ECC PM and assistant ECC PM are not to delegate their duties or powers without prior written agreement from the *Client*. The *Consultant* needs to provide coverage in the event of unplanned/planned absence.
- 5.2 The *Consultant* shall consult with the *Client* on all compensation events prior to acceptance. The *Consultant* shall inform immediately on receipt of an Early Warning any likely CE's exceeding £25k so the *Client* can arrange resource from their in-house cost consultant resource if required.

6 Standards to be achieved

6.1 Health and safety

Health, safety and welfare is of paramount importance to the *Client* and one of the objectives for the contract is that the works should be undertaken in a manner that achieves highest possible standards. Health, safety and welfare provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The *Consultant* ECC PM 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 main construction 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 should forward the schedule to the ECC PM, 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 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 are to be formatted for the benefit of those personnel undertaking the works and contain language and detail appropriate for those individuals. They shall take account of experience, to ensure that account is taken of the matters identified above.

In particular the *Consultant* will be required to:

- Before the start of construction work, or thereafter in the case of a proposal for a revision, receive from the Contractor the schedule of risk assessments and method statements for acceptance.
- Take reasonable steps to ensure that the persons carrying out risk assessment on behalf of the Contractor are competent for the type of risks, and have adequate resources including time, to properly consider, in an appropriate time, risks identified in the schedule.
- Take reasonable steps, for ensuring the effectiveness of method statements as regards language, appropriate detail and quality of briefing arrangements for example by review at progress meetings of risk assessments and method statements to be employed for higher risk or unusual tasks in the coming period.
- Seek a more specialised opinion, about the content of a submission from the Principal Designer, *Client* project manager and/or safety advisor or safety, health and environment manager as appropriate.
- Ensure that the Contractor completes, updates and holds on behalf of the *Client*, the schedule of risk assessments and method statements.

6.2 Co-operation with the Principal Designer

There is a Principal Designer for these projects. 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.

6.3 Specifications or 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 NEC4 ECC and River Sowey and King's Sedgemoor Drain Enhancements Scheme: Phase 1b Scope
- Contract administration must always be done with reference to the contract including the Standard NEC 4 ECC Scope Taunton Strategic Flood Alleviation Improvement Scheme – (TTC5) River Tone Left Bank Flood Defence Improvements Frieze Hill to Town Bridge (scope currently in draft to be agreed).
- Contract administration must always be done with reference to the NEC4 ECC and Wessex High Risk Debris Screens Scope (scope agreed and currently under tender)
- *Service Manager's* Instruction [*Client's* Contract Management system]
- Contractor's Technical Query [*Client's* Contract Management system]
- Weekly Site Record [*Client* document ref 413_13_SD14]
- Early Warning [*Client's* Contract Management system]
- Compensation Event [*Client's* Contract Management system]
- The ECC PM is to make full use of the *Client's* web-based project collaboration tool and contract management systems. Whenever practical all contract records are to be distributed and stored using these systems

7 Requirements of the programme

7.1 Programme

The *Consultant* shall provide a detailed project plan in Microsoft project format version 2016 meeting all requirements of Cl.31 of the *conditions of contract*.

A baseline plan shall be provided for the project start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline. The *Consultant* shall resource to work to the Contractors Programme and facilitate delivery until Gateway 6.

7.2 Programme Details - River Sowey and King's Sedgemoor Drain Enhancements Scheme: Phase 1b

Construction contract award:	20/09/21
Construction start:	20/09/21
Construction completion:	01/11/22
End of Defects period	52 weeks after Completion

For tender purposes, the level of input from the **ECC PM team and Cost Manager** shall be assumed as detailed below. Actual input will be as necessary to provide the *services*:

		ECC PM2	Assistant ECC PM	Cost Manager
Stage	Duration	(FTE)	(FTE)	(FTE)
Construction	18 weeks	24%	16%	10%
Post Construction (ECC Defects Period)	52 weeks	5%	0%	0%

7.3 Proposed Programme Details - Taunton Strategic Flood Alleviation Improvement Scheme

Construction contract award:	31/12/2023
Construction start:	01/03/2024
Construction completion:	31/12/2024
End of Defects period	31/12/2025

For tender purposes, the level of input from the **ECC PM team and Cost Manager** shall be assumed as detailed below. Actual input will be as necessary to provide the *services*:

		ECC PM2	Assistant ECC PM	Cost Manager
Stage	Duration	(FTE)	(FTE)	(FTE)
Construction	104 weeks	12%	8%	0%

7.4 Proposed Programme Details - Wessex High Risk Debris Screens

Construction contract award:	27 June 2022
Construction start:	18 July 2022
Construction completion:	12 Dec 2022
End of Defects period	12 Dec 2023

For tender purposes, the level input from the **ECC PM team and Cost Manager** shall be assumed as detailed below. Actual input will be as necessary to provide the *services*:

		ECC PM2	Assistant ECC PM	Cost Manager
Stage	Duration	(FTE)	(FTE)	(FTE)
Construction	28 weeks	9.6%	6.4%	4%
Post Construction (ECC Defects Period)	52 weeks	5%	0%	0%

Any project requiring stated resources pursuant to section 7 to be notified by the client.

8 Services and other things provided by the *Client*

8.1 Contract to be administered

The *Client* will provide the *Consultant* with electronic access to all contractual documents for these projects.

8.2 Training to be provided by the *Client*

The *Client* will provide access to, and training on, their web-based systems.

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 contract remains the Intellectual Property of the *Client*.

8.4 Data custodianship

The data custodian for project deliverables from this commission will be the *Client*.

8.5 Licensing information

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

8.6 Metadata

The *Client* populates a metadata database called the Information Asset Register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata. The *Client* project manager will supply an IAR spreadsheet (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

8.7 Data security

All model and survey information will be provided to the *Consultant* in an encrypted format (using WinZip 128 bit encryption) according to *Client* data security policy. It is expected that once the commission is completed, all the original data sent to the *Consultant*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption.

Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption.

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

8.8 Timesheets

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

- a) Hourly Cap - The average hourly requirement is expected to be in line with stated number of hours per month pursuant to clauses 7.2, 7.3 and 7.4.

Reporting arrangements to be finalised and agreed during contract mobilisation.

- c) The *Client* reserves the right to increase or decrease the expected hourly limit as workload dictates.
- d) The expected number of hours per month cannot be increased by the *Consultant* without first seeking and receiving approval from the *Client*.

Prior to submission, the *Consultant* will provide proposed Fee Notes to the *Client*.

8.9 Payment procedure

Payment is subject to the procedure agreed in or under the framework. The *Client* requires one monthly application for payment detailing cost against individual project codes, followed by a separate invoice per project code.

8.10 Quality

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

The Consultant is required to provide details of any other requirements of the Quality Plan.