



Framework:	Client Support Framework
Supplier:	Turner & Townsend Cost Management Ltd
Company Number:	06458527
Geographical Area:	National
Project Name:	KSL Reconditioning Programme 21 / 22 - Packages 1 and 2
Project Number:	Project Delivery
	ENV0002795C
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	33145

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name KSL Reconditioning Programme 21 / 22 - Packages 1 and 2 - Project Delivery

Project Number ENV0002795C

This contract is made on 07 December 2021
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
KSL Reconditioning Programme 21_22_ Pkg 1 and 2_PSC Scope PM_CM

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	Option E	Option for resolving and avoiding disputes	W2
-------------	----------	--	----

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 1. The provision of a Project Manager ("Consultant") to manage the delivery of low to high risk multi-disciplinary projects within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.

The *Client* is Environment Agency

Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The *Service Manager* is

Address for communications Environment Agency
Guildbourne House
Chatsworth Road
Worthing
West Sussex
BN11 1LD

Address for electronic communications

The *Scope* is in
KSL Reconditioning Programme 21_22_ Pkg 1 and 2_PSC Scope PM_CM

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' *key date*
 'none set' '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 07 December 2021

The *Client* provides access to the following persons, places and things
 access
 ASite 14 December 2021 *access date*
 SharePoint 14 December 2021
 FastDraft 14 December 2021

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

The *completion date* for the whole of the *service* is 21 June 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 *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>	£5 million in respect of each claim, without limit to the number of claims	12 years
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	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	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	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	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		£5 million

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 result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

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.

Z11 Rate Increase Provision

Contracts with a duration of less than two years, which are extended over this duration by the *Service Manager* due to *Client* Scope increases, may apply a rate review as follows. The *Consultant* will charge the *Client* the contract staff rates for a minimum of two full years, and at the next annual rate review where a new staff rate list is accepted (as stated in Schedule 6), the new staff rate will apply to the contract as per Schedule 6. No Compensation Event is permitted for this different contract staff rate.

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 £1,000,000

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000

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 beneficiary

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

Turner & Townsend Cost Management Ltd

Address for communications

Address for electronic communications

The fee percentage is

Option E

45.00%

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
N/A

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]
[redacted]

Address for electronic communications
[redacted]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is
N/A

1 General

The *Consultant* is

Turner & Townsend Cost Management Ltd

Email address for communications

45.00%

The *fee percentage* is

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

Name (3)

Job

Responsibilities

Qualifications

Experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

Name (4)

Job

Responsibilities

Qualifications

Experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

Name (5)

Job

Responsibilities

Qualifications

Experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

Name (6)

Job

Responsibilities

Qualifications

Experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

Name (7)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register;

None

insert details

insert details

insert details

insert details

insert details

insert details

insert details

3 Time

N/A

The programme identified in the Contract Data is;

5 Payment

E68 776.95

forecast of the total Defined Cost plus the Fee

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

address Line 1

address Line 2

address Line 3

address Line 4

address Line 5

address Line 6

Email address for communications

Name (2)

address Line 1

address Line 2

address Line 3

address Line 4

address Line 5

address Line 6

Email address for communications

X10: Information modelling;

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

N/A

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

Name and address etc. of *Consultant*

Enter email address

Insert the relevant framework tendered *fee percentage*

Name the *key persons* to be working on the contract

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

This is optional and is inserted if a programme is being initially provided

Enter postal address

Enter email address

Enter postal address

Enter email address

X10 is always used

Rev 1.4.9

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

Role

Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

Turner & Townsend Cost Management Ltd

Signature

Role

Environment Agency

NEC4 professional services contract (PSC) – Project and Contract Management Scope

KSL Reconditioning Programme 21 / 22 - Packages 1 and 2

Project / contract information

Project name	KSL Reconditioning Programme 21 / 22 - Packages 1 and 2
Project 1B1S reference	ENV0002795C ENV0003782C ENV0003792C ENV0003791C ENV0003790C ENV0003787C ENV0003785C ENV0003885C
Contract reference	33145
Date	21 June 2021
Version number	V1
Author	██████████ .

Revision history

Revision date	Summary of changes	Version number
21.06.21	Tender Issue	1.0

This Scope should be read in conjunction with the NEC4 Engineering and Construction Short Contract (ECSC) and MF-1 Contract Specifications for the KSL – Reconditioning Programme 21/22 – Packages 1 and 2.

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

1 Objectives of the project (project outcomes)

Objective

The objectives of the KSL – Reconditioning Programme are to:

1. Design solutions in detail in readiness for construction.
2. Implement the design and deliver two packages with a total of 8 projects, within this financial year. The packages are based on the geographical locations of the projects and nature of projects such as culvert and MEICA works

Packages of work relating to the KSL Reconditioning Programme 2021/22, their project codes and their National Grid References are:

Package	SOP Project Code	Project name	National Grid Ref
1	ENV0002795C	Newington Culvert lining	TR1827537532 to TR1819737425
1	ENV0003782C	Hortons Way culvert repairs	TQ4489754421
1	ENV0003792C	Aylesford stream culvert repairs	TQ7299958940
1	ENV0003791C	Rowan Close Culvert Repairs	TQ6688144451
1	ENV0003790C	Pen Stream Upper culvert repairs	TQ6024648995
1	ENV0003787C	River Mole Flood wall expansion joint repair	TQ1261164020 to TQ1529168162
2	ENV0003785C	Lake 4 PS - Crane Overhaul and Modernisation and Ladder Installation	TQ4642781033
2	ENV0003885C	Hollowshore Outfall	TR0211863485

To manage and deliver these packages, the objective of this PSC Scope is to provide management services such as *Client* project management and EA approved contract management capable of administering NEC 4 ECSC Contract and MF-1 Contract for the delivery of project(s) across two packages within the South East Delivery Hub. Any commercial support required to provide the services of this PSC shall be provided by the *Consultant's* organisation. The *Consultant's* organizational project management and any directors' costs shall be non-chargeable unless agreed otherwise with *Client* in writing. The *Consultant* shall not exceed the forecast of the total Defined Cost for providing the services without obtaining the Service Manager's prior written confirmation to proceed and raising an Early Warning.

Outcome Specification

1. The provision of Project Management ("Consultant") to manage the delivery of low to high risk multi-disciplinary projects within the constraints of an agreed budget, programme, and quality criteria, ensuring successful outcomes are achieved.

2. The provision of Environment Agency approved Contract Management (*Client's* Delegate) to manage and administer the NEC4 ECSC Contract and MF-1 Contracts.

These roles shall form a combined management service to deliver the projects in packages 1 and 2 from inception to full package completion, under the guidance of the *Client's* Project Executive.

The roles shall either work remotely (at home) or an office location as agreed with the *Client's* Project Executive.

The *Client's* Project Executive shall be the Service Manager managing the *Consultant's* NEC4 PSC Contract.

2 Project team

1. The Project Executive is Peter Borsberry from Environment Agency.
2. The design consultant is the Contractor.
3. The Contractor is to be confirmed.
4. The *Client's* Project Manager shall be the term used for the Project Manager.
5. *Client's* Project Manager is to be confirmed.
6. The *Client's* Delegate PM shall be the term used for the Contract Manager.
7. The *Client's* delegate to administer the ECSC contract is to be confirmed after tender evaluation.
8. The Supervisor and the Environmental Clerk of Works is to be confirmed.
9. The Contractor will be appointed using the NEC4 ECSC for Package 1 and MF- 1 Contract for Package 2.
10. Cost management support will **not** be provided by the *Client*. Any cost management support required by the PSC *Consultant* to discharge their duties under the ECSC, must be provided under this commission.
11. The Construction (Design and Management) Regulations Principal Designer (CDM PD) is Suzanna Caccavone of Black and Veatch Limited.
12. The *Client's* Project Manager shall carry out BIM Information Manager duties.

3 Consultant provides the services

***Client's* Project Manager:**

The *Consultant* shall:

- I. Manage day-to-day aspects of the project under direction of the Project Executive including:
 - a. Development and tracking of the project plan and programme with a detailed focus on the current stage but with understanding of the whole project

- programme. Key skills – must have and use of MS Project 2016, knowledge of critical path analysis, collaborative planning techniques
- b. Reporting of project progress against set gateways and financial forecasts through the Project and Programme Management Tool (PPMT) and AIMS PD – Project Online (POL), escalating exceptions to the Project Executive. Key skills – experience of reporting key project information including risk management
 - c. Build and facilitate a successful project team supporting collaborative behaviours. Key skills - Works within collaborative behaviours, being open and honest and working as one team and works well within collaborative supplier relationships
 - d. Identify and report on opportunities to reduce the carbon impact of the project and project efficiencies through Environment Agency processes. Key skills – experience of implementing innovative approaches or developing low carbon options
 - e. Ensure that the project adheres to environmental legislation and opportunities are taken to enhance the environment through its delivery wherever possible. Key skills – high level knowledge of key environmental legislation and experience of identifying opportunities projects
 - f. Ensure that health safety and wellbeing is considered throughout the project delivery life cycle following the Environment Agency Safety Health Environment Wellbeing Code of Practice (SHEW COP) and acting as Client under CDM Regulations where required. Key skills – knowledge or application of CDM Regulations and awareness of health and safety issues on projects
 - g. Implement the BIM requirements on the project ensuring that data is management efficiently and effectively Key skills – knowledge of BIM or information management
 - h. Share and learn lessons from the wider Environment Agency teams on delivery of projects
 - i. Support the Senior User in stakeholder engagement by ensuring that the project team can provide good technical information in a timely way and in line with the stakeholder engagement plan.
- II. Demonstrate skills and knowledge of project management by having had relevant training such as Prince2, Association of Project Managers qualifications or Managing Successful Programmes etc.

Client's Delegate:

- 1 The *Consultant* shall carry out the role of the *Client's Delegate* as delegated by the client, in line with the NEC4 Engineering and Construction Short Contract for the KSL – Reconditioning Programme 2021/22 and the role of an Engineer to administer the MF-1 Contract for the MEICA projects.
- 2 The *Consultant* as the *Client's Delegate* is to maintain close contact with the *Client* in order that their actions reflect the *Client's* objectives for the project.
- 3 If the *Consultant* believes it is necessary to act other than strictly in accordance with the Contract they must seek and obtain written confirmation in advance from the *Client's* Project Executive.
- 4 The *Consultant* is to report monthly on the tasks they have undertaken and time to be charged for that month and provide a forecast of the final cost for their services all as detailed in the *Client's* NEC4 Professional Services Contract.
- 5 During construction of the works the *Client's Delegate* is to chair all contract progress meetings and produce & distribute meeting minutes. The Consultant shall utilise Environment Agency's typical meeting agendas for Pre-Start meeting and

Progress meeting agenda unless agreed otherwise with the *Client*. The *Client's Delegate* shall inform *Client's* Project Manager and agree the proposed agendas in advance of each meeting.

- 6 In addition, during the construction period the *Client's Delegate* 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. Post-construction this report should be updated when changes (eg to costs, forecasts, defect corrections etc) occur.
- 7 The *Consultant* is to carry out their duties strictly in accordance with the NEC4 FCRM operations framework contract (FOF) with *Client's* Z clause modifications for package 1 and MF1 – Contract, specification and call off conditions. This is particularly important when dealing with Early Warnings and Compensation Events. An example is :
 - Completion may not be awarded until the *Contractor* has provided the *Client* with two copies of the H&S File and O&M Manual. Population of the *Client's* latest version of the Project Cost Tool, Carbon Tool and BIM information has been uploaded onto the *Client's* data storage system. These are an absolute requirement of Completion.
- 8 The *Consultant* shall administer *Contractor* submission in accordance with the NEC4 ECSC and MF-1 contracts for the KSL Reconditioning programme 2021/22, including, for design submissions, some example from the NEC4 ECSC contract are as below:
 - Within four weeks of contract award, agree with the *Contractor* and maintain a schedule of *Contractor* planned design submissions. The *Client's Delegate* shall issue the schedule to relevant parties.
 - For *Contractor's* design submissions, obtain both the *Client's* Delegated Supervisor's and CDM PD's confirmation of compliance or justified statement from the Supervisor of non-compliance.
 - Also, for *Contractor's* design submissions, obtain the *Client's* Project Executive and senior user's commentary.
- 9 The *Consultant* shall also provide the following services for this project:
 - Chair weekly ECSC Early Warning Register meetings.
 - Chair monthly efficiencies and lessons learnt workshops and report to the *Client's* Project Manager and *Contractor* lead within one week of the workshop.
 - Prepare an efficiency register, review, and update it monthly and report to the *Client's* Project Executive.
 - Co-ordination of performance assessment / KPIs and reporting monthly.
 - Report monthly to the *Client's* Project Executive on the *Contractor's* performance in terms of compliance with the ECSC contract.
- 10 The *Consultant* shall adhere to the following financial requirements:
 - Any compensation event needs to be agreed with the *Client's* Project Executive.:

- Certifying NEC4 ECSC and MF-1 payments:
 - *Client's Delegate* shall assess and sign-off all once consulted and accepted by the *Client's* Project Executive.

4 Definition of completion and defects

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

5 Constraints on how the consultant provides the services

The *Client's* Delegate shall not delegate their duties or powers unless prior written agreement has been received from the *Client's* Project Executive.

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* as the *Client's Delegate* will take reasonable steps, when considering documents supplied to him by the *Contractor*, that the **management arrangements** adopted by the *Contractor* for safety are suitable.

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

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

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

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

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

Method statements supplied in support of the works information 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 *Client's* 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 CDM Principal Designer (PD) 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 *Client's* delegated project manager will need to ensure that any instructions from the Principal Designer are properly administered and instructed upon approval from the *Client's* Project Executive.

6.3 Commercial and contract forms to be used

In managing the Contract, *Client's Delegate* and *Contractor* should make full use of the *Client's* standard MF-1 contract and ECSC standard contract forms that have been developed for this purpose. Some examples of ECSC forms for FOF framework and MF-1 Forms for MEICA Framework are:

- Contract administration must always be done with reference to the contract including the Standard ECSC Scope
- *Client's Delegate Instruction* [249_18_19 NEC4 ECSC Contract Instruction]
- *Contract Notification* [249_18_20 NEC4 ECSC Contract Notification]
- Weekly Site Record [*Client* document ref 413_13_SD14[although for the ECC contract please use for this commission]]
- ECSC completion certificate template [249_18_SD24 - FOF NEC4 ECSC *completion certificate template*]
- and any other FCRM Ops Frameworks - NEC4 Templates that are required to carry out the *Client's Delegate role*.
- MF1 Form 7 – Variation Order
- MF1 Form 8 – Taking Over Certificate

The *Consultant* shall use the *Client's* online project collaboration tool. Distribution and storage of contract records are to be carried out using this project collaboration tool.

7 Requirements of the programme

7.1 Programme

The programme for the KSL Reconditioning Programme 2021/22 is and subject to change in line with the NEC4 ECSC contract and MF-1 Contract.

Contract award:



Contract Project Completion Date:



ECSC Defects Certificate: 104 weeks after contract completion date

MF-1 Defects Certificate: 52 weeks after contract completion date

The *Consultant* shall provide a detailed project plan in Microsoft project format version 2016 meeting all requirements of the *conditions of contract*. The programme also includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP) relevant to this commission.

All *Client* issued information referenced within the Information Delivery Plan shall require verifying by the *Consultant*.

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

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

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

The following consultation periods should be incorporated into the programme, with adequate allowance for review and revision of documents by the project team where appropriate:

- Client review of all outputs before circulation to the wider project team to ensure high quality of all output.
- Submission for approval and time allowance for the Client's approval process.

8 Services and other things provided by the *Client*

8.1 Contract to be administered

The *Client* will provide a copy of the contracts to be administered to the *Consultant*. This will include the NEC4 ECSC and MF-1 contracts. Other information referred to in the contract will be available on Project Collaboration Tool.

8.2 Training to be provided by the *Client*

The *Client* will provide access to and training on their contract administration website and online project collaboration tool where required.

8.3 Data and information management and intellectual property rights

All of the data listed as being supplied to the *Consultant* as part of this study remains the Intellectual Property of the *Client*.

8.4 Data custodianship

The data custodian for project deliverables from this commission will be the Kent and South London Area Programme Strategic Overview team.

8.5 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 shall 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. The *Consultants* shall liaise with the supervisor to record the metadata into the IAR.

8.6 Data security

Information where required 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.

8.7 Timesheets

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

8.8 Payment procedure

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

8.9 Quality

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

The *Consultant* shall prepare, maintain, and comply with, a Quality Plan within the first two weeks of contract award. The plan shall demonstrate the quality standards, practices, resources, specifications, sequence of activities (for required products), organisational

reviews and quality control the *Consultant* will adopt and follow in delivering the services of this *PSC*.

The *Consultant* shall also include the following within the Quality Plan:

- Support roles, including specialist, and arrangements that is required to appropriately administer the contract and achieve the requirements of this *PSC* Scope.
- Emergency and holiday cover arrangements for the *Client's* Delegates and all support roles.

The *Consultant* shall ensure that the quality plan is reviewed and accepted by the *Client's* Project Executive. Any changes to the plan will require written acceptance from the *Client's* Project Executive.