



Professional Service Contract

Contract Data Forms

June 2017

(with amendments January 2019)

Contract Execution

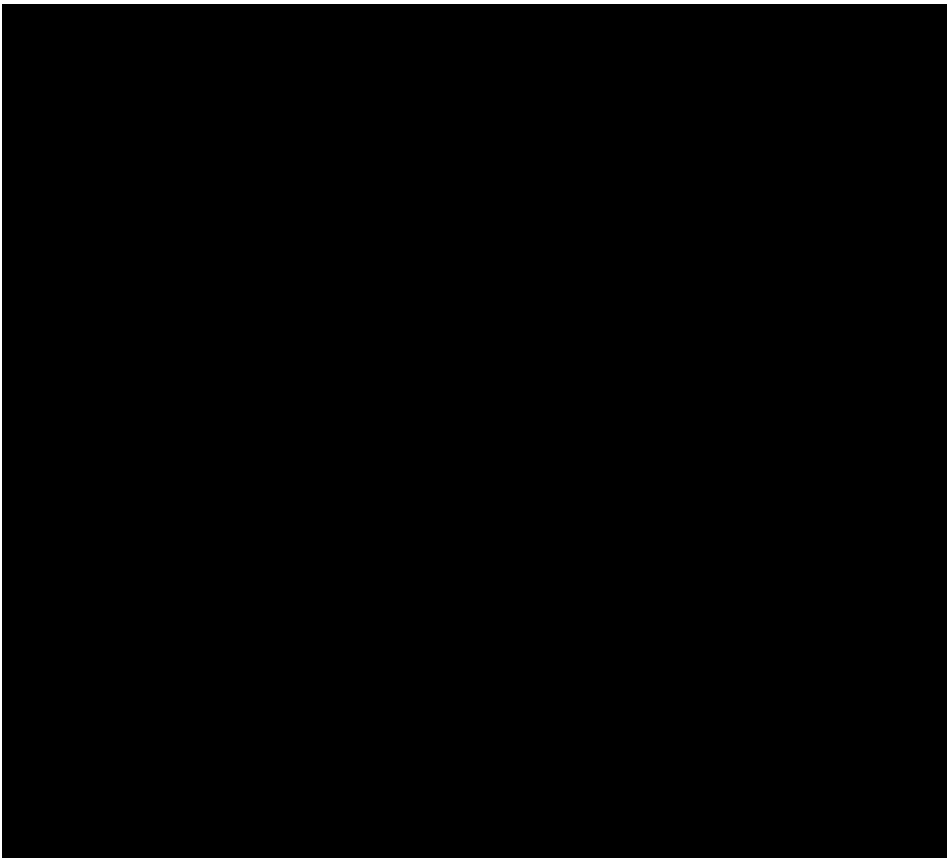
This agreement is made between the *Client*, the *Consultant*, and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and WSP for Site Supervisor and Environmental Clerk of Works 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



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

E

 Option for resolving and avoiding disputes

W2

Secondary Options

X2, X9, X11, X18, Y(UK)2, Z1, Z2, Z3, Z8, Z9, Z12, Z125, Z130, Z131

The *service* is

To provide Site Supervisor services for Don Regulators, Holderness Drain, Skeffling, Stokesley, Yarm and Environmental Clerk of Works services and other additional schemes as required by the North East Hub FCRM programme. Employer Agent services on Hebden Bridge FAS.

This [the contract] is for an initial period of 12 months. The parties can agree to extend [the contract] through a single extension or multiple extensions for an additional period of up to 12 months or a period of time that allows for services to be procured under a new Environment Agency or alternative framework, which ever may be the later date

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

C-PSC Scope ECC Supervisor Service_v3 - February 2025 – WSP and C-PSC Scope Environmental Clerk of Works_v2 - February 2025 - WSP

The <i>language of the contract</i> is	<div>English</div>		
The <i>law of the contract</i> is the law of	<div>England and Wales, subject to the jurisdiction of the courts of England and Wales</div>		
The <i>period for reply</i> is	<div>2 weeks</div>	except that	
• The <i>period for reply</i> for	<div>n/a</div>	is	<div>n/a</div>
• The <i>period for reply</i> for	<div>n/a</div>	is	<div>n/a</div>

The *period for retention* is

1

 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 weeks

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 <i>key dates</i> and <i>conditions</i> to be met are	
<i>condition</i> to be met	<i>key date</i>
(1) <div></div>	<div></div>
(2) <div></div>	<div></div>
(3) <div></div>	<div></div>

If Option A is used	The <i>Consultant</i> prepares forecasts of the total <i>expenses</i> at intervals no longer than	<div>4 weeks</div>
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If Option C or E is used	The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than	<div>4 weeks</div>
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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 <i>Client</i> states any expenses	The <i>expenses</i> stated by the <i>Client</i> 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



If Option C or E is used

on

1st April 2025

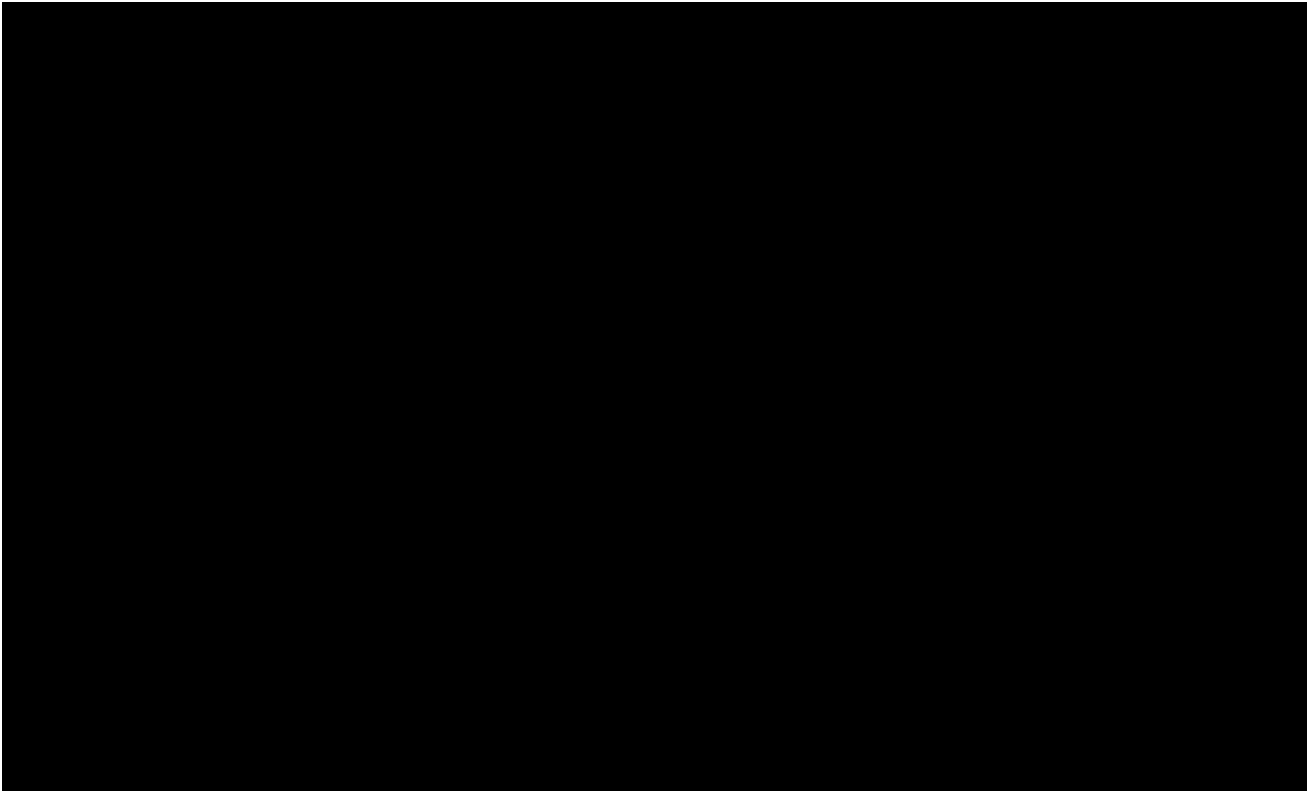
 (date)

6 Compensation events

If there are additional

These are additional compensation events

8 Liabilities and insurance



The *Consultant* provides these additional insurances

(1) Insurance against	<div>n/a</div>
Minimum amount of cover is	<div>n/a</div>
The deductibles are	<div>n/a</div>
(2) Insurance against	<div>n/a</div>
Minimum amount of cover is	<div>n/a</div>
The deductibles are	<div>n/a</div>

(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

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration The *arbitration procedure* is

Not Applicable

The place where arbitration
is to be held is

Not Applicable

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

Name (1)
Address for communications

Address for electronic commu

Name (1)
Address for communications

Address for electronic
communications

The *Adjudicator* is

Name

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

'to be confirmed'

The *Adjudicator nominating body* is

Institution of Civil Engineers

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 Data

The 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

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

The *end of liability date* is 6 years after the Completion of the whole of the *service*

Y(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

Address for communications

Address for electronic communication

The *fee percentage* is

The *key persons* are

The following matters will be included in the Early Warning Register

2 The *Consultant's* main responsibilities

If the *Consultant* is to provide Scope

The Scope provided by the *Consultant* is in

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

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

If Option A or C is used

The *activity schedule* is

If Option E is used

The forecast of the prices is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

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)

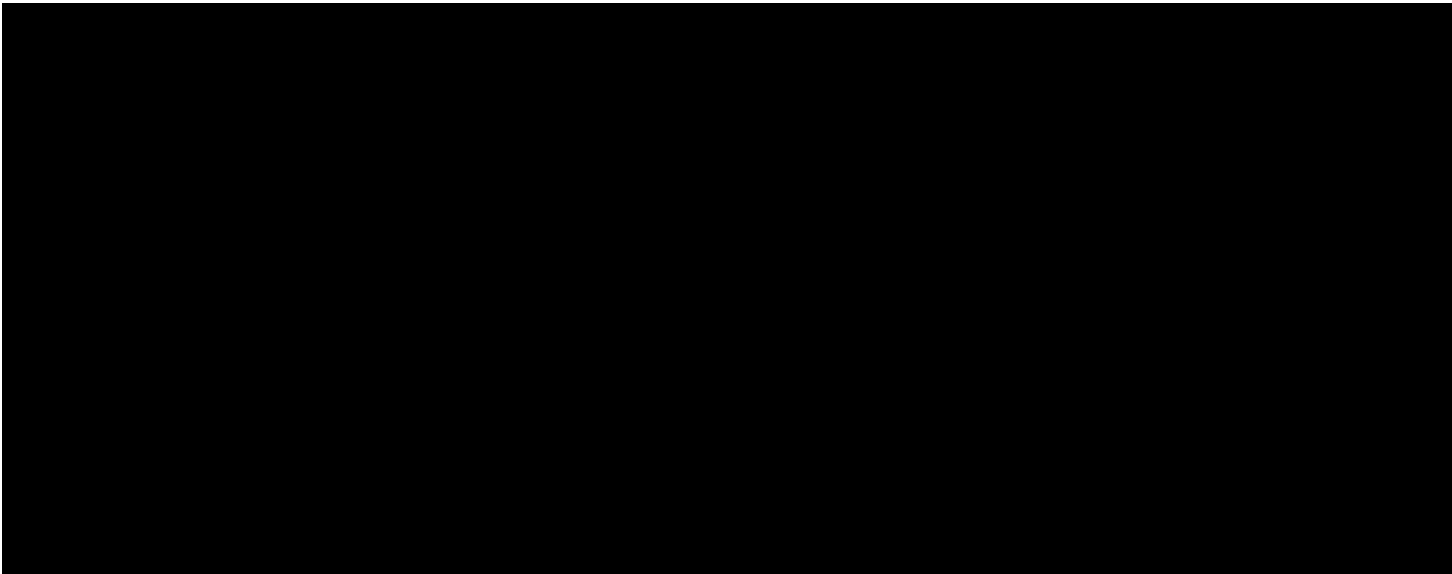
The *overhead percentages* for the cost of support people and office overhead are

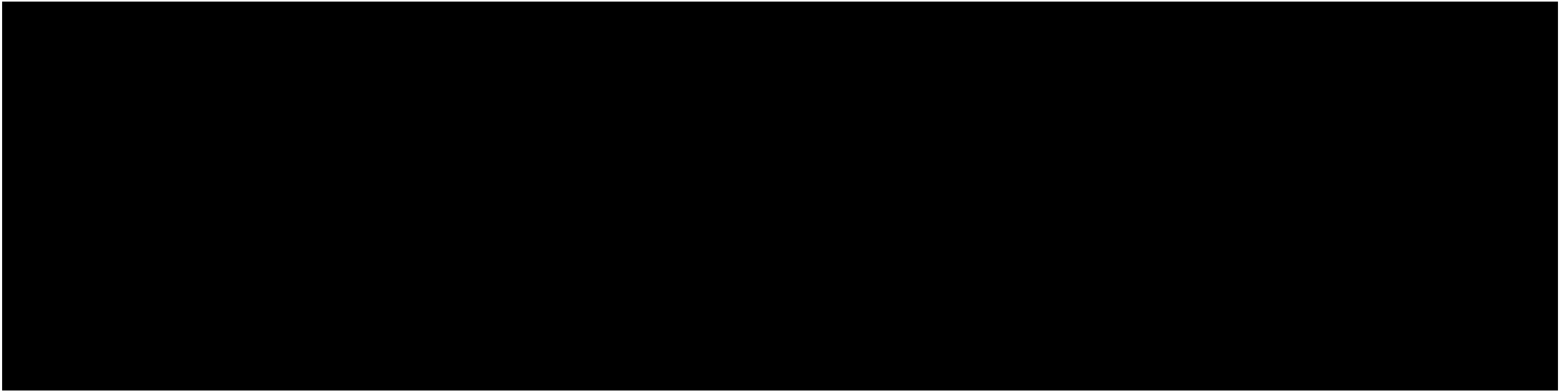
location	<i>overhead percentage</i>
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		%
		%
		%

Data for the Short Schedule of Cost Components

The *people rates* are





Environment Agency
NEC4 Professional Services Contract (PSC)
Scope

Project / contract information

Project name	
Project SOP code	
Contract number	
Contract reference	
Date	19 th February 2025

Assurance

Author		Date: 19 th February 2025
Consulted		Date:
Checked prior to issue		Date:

Revision history

Revision date	Summary of changes	Version number
19/2/25	Draft first issue	01
12/3/25	Confirmed some TBC's in the table of projects	02
18/3/25	Amended table of requirements	03

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 **Engineering and Construction Contract Supervisor (ECC Supervisor) services** to support and work on the Programme and Contract Management (PCM) North East 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 [REDACTED] in managing and undertaking a £5.2 billion programme of works to deliver flood risk and environmental projects within England.

Within the [REDACTED] there are six distinct geographically located hub areas. The North East hub region covers a distinct geographical area across two principal operational boundaries referred to as:

- Yorkshire
- North East

The primary objective of this commission is for the provision of **ECC Supervisor services** to the *Client* and associated project teams to undertake ECC Supervisor services across a range of NEC4 Early Supplier Engagement (ESE) and Engineering and Construction Contracts (ECC).

The ECC Supervisor(s) will work in co-located teams from the *Client*, Consultant and Contractor project teams on FCRM programme of works within PCM North East hub area in accordance with the *Clients'* requirements and ways of working. It is imperative that the *Consultant* can demonstrate how their proposed resources can work with project teams in a collaborative manner. In addition, 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 home. A key requirement of the ECC Supervisor(s) is to work, predominantly from construction site(s) and to fit business needs.

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 3 of this Scope document.

Within PCM North-East team, ECC Supervisor resources work on a broad range of projects with differing levels of complexity.

High-complexity projects are typically new-build major flood risk management schemes involving large, multi-discipline teams working on multiple contracts (PSC, ESE and ECC) within the "master" project in a phased manner.

Lower-complexity projects are typically high volume (numbers of projects) in nature covering (for example) recon and recovery works including (but not limited to) debris screens, culvert refurbishment etc. These types of projects are currently being undertaken in both Yorkshire and North East areas.

Please see ITT letter for further information on individual projects.

[REDACTED]

Further projects may be added to the programme as opportunities are developed through the pipeline. As such, the *Consultant* needs to provide resource(s) with sufficient flexibility to work on a number of projects within the PCM programme within different teams and in different geographical areas within the North-East hub area.

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

In delivering the *service* the *Consultant* will be required to use the *Clients* contract management system (FastDraft) as required.

Summary of Projects

	Duration
	December 26
	October 27
	December 26
	June 25
	September 25

3.0 Project team

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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) /) for Consultant works and the *Client's* Engineering and Construction Contract (ECC) for construction works.

4.0 **Consultant provides the services**

4.1 **Outcome Specification**

The *Consultant* shall deliver the *services* such that it meets the outcomes listed in this section.

The *Consultant* will carry out the duties of the Supervisor as required by the *Client's* NEC4 Engineering and Construction Contract and, where specifically requested by the *Client*, the *Client's* NEC4 Professional Services Contracts (as applicable to the project(s) that are assigned).

The Supervisor is to maintain close contact with the *Client* to clearly understand the *Client's* objectives for the projects.

The *Consultant* is to provide *services* to support the delivery of the PCM North East FCRM programme.

This will include, but is not limited to:

- **Consultant Contract Management**

The ECC Supervisor is to carry out their duties strictly in accordance with the *Client's* requirements and to support the *Client* in dealing with Early Warnings and Compensation Events.

During construction phase, the ECC Supervisor is to attend all monthly project progress meetings and commercial meetings as requested by the *Client*.

In addition, during the construction period, the Supervisor will produce a weekly report on the construction works using the *Client's* standard report proforma (refer to Appendix 2). Post-construction this report should be updated when changes (eg: to defect corrections etc) occur.

The ECC Supervisor will support the *Client's* project team (in particular the ECC Project Manager) in reviews of contract Clause 31.2 programme(s) and the latest Accepted version and any reasons for not accepting any programmes submitted.

The ECC Supervisor will discharge the duties they have under the modifications made by the *Client* to the NEC3 / NEC4 PSC / ECC (as applicable) including their additional conditions of contract (Z clauses).

Some examples are:

- Completion certification of the ECC cannot 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 Contract Cost Tool (CCT), Carbon Tool and BIM information has been uploaded onto the *Client's* data storage system. These are an absolute requirement of Completion.

Where requested by the *Client*, the ECC Supervisor shall support in drafting and reviewing NEC4 PSC and ECC contracts that they will be administering before their award and supply the *Client* with advice on the Scope, Contract data and Works Information.

Where requested by the *Client*, the ECC Supervisor shall make the relevant *Client* Project Manager and support staff aware should there be any disputes that arise from the NEC4 PSC and ECC Contract for the service and works.

- **PSC / ECC Supervisor duties**

The assigned ECC Supervisor will:

- Contribute monthly to the updates to the project risk register and support the EA project team in the valuation of risks to be fed into the quantitative risk assessment and Monte Carlo analysis at each gateway.
- Work with the EA project team to provide input to project efficiency form.
- Attend progress meetings and project board meetings as required by the *Client* PM.
- At the direction of the *Client* PM, host meetings and workshops when required.
- Deliver a weekly progress report for this contract in the *Client's* standard template giving progress against programme, deliverables received and expected against programme.
- Ensure quarterly input into framework performance assessment / environmental performance measures.
- Working with the assigned Cost Manager (and other project team representatives as applicable) review applications for payment, compensation events and quotations from the *Consultant* / Contractor.
- Provide support to lessons learnt meetings & report to the *Client* after key project stage development.
- Assist *Client* PMs with production of file notes to document key project decisions, assume one per month.
- Where requested by the *Client*, provide support on completion of business cases.
- Co-ordination of project performance assessment / KPIs and reporting quarterly
- Provide commercial support/advice/guidance throughout the project to support procurement decisions and minimise cost and scope changes throughout the project life cycle.

- **Project Controls & Programme Support**

In delivering the *service*, the ECC Supervisor 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 the *service* that month.
- Monthly provision of forecast final cost for the *service*
- Support the *Client* in maintaining ECC Supervision communities within the PCM North East programme. Some specific outcomes include:
 - Provision of professional support – advice – peer review and resilience/continuity of ECC Supervisor *service* in the event of staff sickness / leave within the PCM North East 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.

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 31st December 2026, 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 of 31st December 2026.

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

Such examples of incomplete *service* are referenced in section 4.1 Outcome Specification “*Consultant* Contract Management” (Completion Certificate).

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

The ECC Supervisor 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 ECC Supervisor servers.

8.0 **Standards to be achieved**

8.1 **Health, safety and wellbeing**

Health, safety and wellbeing 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 wellbeing 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.

Health, safety and wellbeing provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The ECC Supervisor will take reasonable steps, when considering documents supplied to him/her by the Contractor, that the management arrangements adopted by the Contractor for health, safety and wellbeing 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 (CDM) Regulations 2015 and the requirements of sub-clause 31.2 of the contract.

The Contractor will be free to add to the schedule as the work progresses. Prior to the start of construction work, and again after any revisions prior to implementation of the revisions, the Contractor must forward the schedule to the ECC Project Manager, along with the programme for acceptance. The ECC Supervisor will support the ECC Project Manager in reviewing such information.

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 Information 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.

The ECC Supervisor will be required to support the ECC Project Manager in:

- Before the start of construction work, or thereafter in the case of a proposal for a revision, receive from the Contractor and ECC Project Manager 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* 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.

8.2 Co-operation with the Principal Designer

For all the projects assigned to the ECC Supervisor, 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 ECC Supervisor shall co-operate with the Principal Designer. and need to ensure that any instructions from the Principal Designer are properly administered through supporting members of the *Client's* project team.

8.3 Specifications or standards to be used

In supporting and managing delivery of the Professional Services and Engineering Construction Contract, the ECC Supervisor, 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 Standard PSC and ECC Scope

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

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 *service* 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
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- 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 ECC Supervisor which the ECC Supervisor is required to work on.

This will include the Scope/Project Form and Site Information.

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:



10.3 Information to be provided by the *Client*

The *Client* Project Manager(s) and Project Executive(s) will be ultimately responsible to provide all the information required to fulfil the *services*. The ECC Supervisor will work in partnership with the *Client* to mitigate any delays associated with the late supply of information to the ECC Supervisor.

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 ECC Supervisor 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

10.10 Quality

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

Appendices

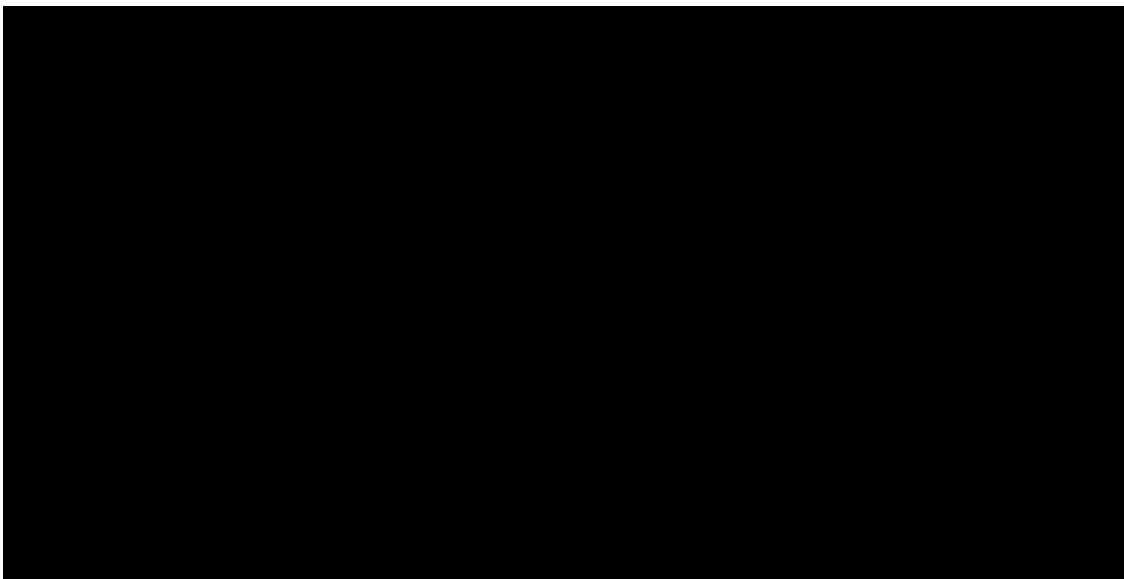
Appendix 1 – BIM Protocol

The *Consultant* shall adhere to the [REDACTED] 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.



1. Contract Disputes

1.1. To raise a dispute:

- a) the decision giving rise to the dispute must have been communicated under the contract in accordance with clause 13 of the relevant NEC4 contract (verbal dissatisfaction is not sufficient);
- b) the party who disputes the decision raises its dissatisfaction with the decision within 28 days of the decision being communicated and communicates this dissatisfaction in accordance with clause 13 of PSC and ECC; and
- c) the issue becomes a formal dispute and is addressed in accordance with Option W2 of PSC or ECC and Option Z clause Z25.

1.2. The dispute is initially raised to the *Client's* Commercial Services Manager and *Consultant's* Framework Manager. Both parties present written submission in support of, or reasons for disagreement with, the dispute. The *Client's* Commercial Services Manager reaches their decision on the basis of the written evidence submitted and the terms of the Framework and call off contract within two weeks of receipt of the written evidence. The *Client's* Commercial Services Manager communicates their decision and the reasons why such a decision was reached to both parties in accordance with the contract:

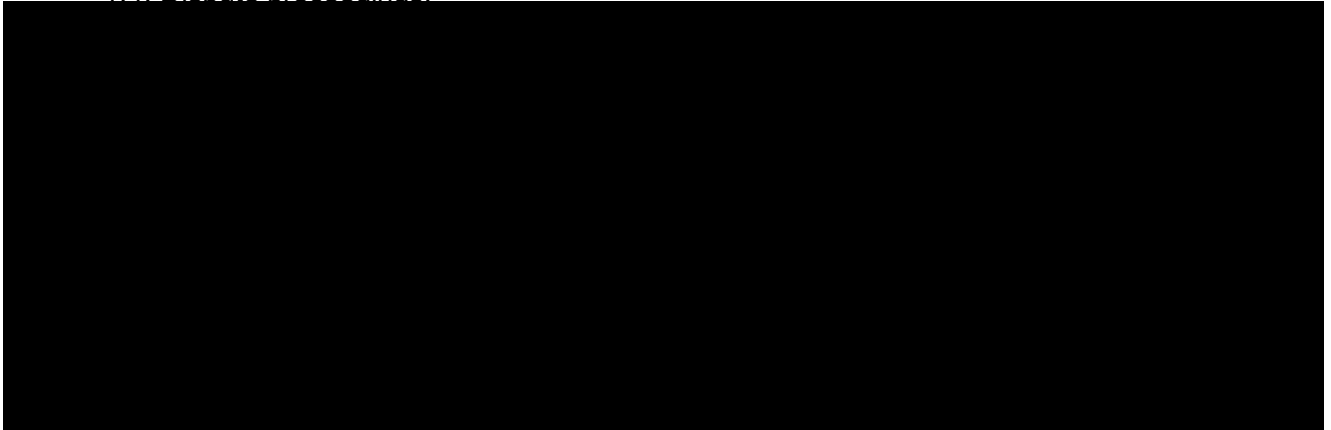
- a) If either party remains dissatisfied with the decision the Dispute is escalated to the *Client's* National Commercial Services Manager and the Delivery Partner's

Framework Manager. The disputing party's Manager presents the written submission in support of the dispute case, and the *Client's* National Commercial Services Manager determines the contractual decision on the basis of written evidence and contract terms within two weeks and communicates in accordance with the Contract.

- b) If the either party remains dissatisfied with the decision, the dispute is escalated to the *Client's* Framework Director and *Consultant's* Framework Director. The disputing party's Manager or Director presents the written submission in support of the dispute case, and the *Client's* Framework Director determines the contractual decision on the basis of written evidence and contract terms within two weeks and communicates in accordance with the Contract; and
- c) If either party remains dissatisfied with the decision the dispute may be referred to adjudication.

1.3. During dispute proceedings all parties have a duty to continue their performance under the Scope.

1.4. Dispute proceedings:



Environment Agency
NEC4 Professional Services Contract (PSC)
Scope

Project / contract information

Project name	[REDACTED]
Project SOP code	[REDACTED]
Contract number	[REDACTED]
Contract reference	[REDACTED]
Date	19 th February 2025

Assurance

Author	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	Date:

Revision history

Revision date	Summary of changes	Version number
19/2/25	Draft first issue	01
18/3/25	Amended table of requirements	02

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date.

In the event of conflict, this Scope shall prevail. The services are to be compliant with the version of the Minimum Technical Requirements.

1.0 Overview

This commission is for **Environmental Clerk of Works (ECoW) services** to support and work on the Programme and Contract Management (PCM) North-East Hub Flood and Coastal Risk Management (FCRM) programme and projects.

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 East hub region covers a distinct geographical area across two principal operational boundaries referred to as:

- Yorkshire
- North East

The primary objective of this contract is the provision of **ECoW** 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).

In delivering the *service*, the *Consultant* will work in co-located teams from the *Client*, Consultant and Contractor project teams on FCRM programme of works within PCM North East hub area in accordance with the *Clients'* requirements and ways of working. It is imperative that the *Consultant* can demonstrate their proposed 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 home. A key requirement of the ECoW(s) is to work, predominantly, from construction site(s) and to fit business needs.

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 3 of this Scope document.

PCM North East team currently have ECoW resource(s) assigned to functional project teams by use of *Consultant* support to fulfil this key role. Following the closure of the CSF (*Client* Support Framework) an interim measure is required to enable us to resource the programme and assist in the delivery of FCRM works within the North East hub.

Within PCM North East team, ECoW resource(s) work on a broad range of projects with differing levels of complexity.

High-complexity projects are typically new-build major flood risk management schemes involving large, multi-discipline teams working on multiple contracts (PSC, ESE and ECC) within the "master" project in a phased manner.

Lower-complexity projects are typically high volume (numbers of projects) in nature covering (for example) reconditioning and recovery works including (but not limited to) debris screens, culvert refurbishment, etc. These types of projects are currently being undertaken in both Yorkshire and North East areas.



Please see ITT letter for further information on individual projects.

Further projects may be added to the programme as opportunities are developed through the pipeline. As such, the *Consultant* needs to provide resource(s) with sufficient flexibility to work on a number of projects within the programme within different teams and in different geographical areas within the North East hub area.

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

The main duties of the ECoW are to monitor the site set-up works, clearance works, construction works, and site reinstatement, and supervise any environmental surveys or environmental high risk works for the site. They will undertake weekly audits during site set-up and the early stages of construction, reducing in agreement with the *Client* based on activities scheduled in the programme of work and Contractor performance.

This support will enable the *Client's* Project Managers to focus on effective project delivery utilising the supporting information and the service provided by the *Consultant*.

Summary of Projects

Project	Days Per Week	Duration
[REDACTED]	2	December 26

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]

4.0 Consultant provides the services

[REDACTED]

4.1 Outcome Specification

The *Consultant* shall deliver the *service* such that it meets the outcomes listed in this section.

ECoW Responsibilities

- Advising (not instructing) the Contractor; should the *Consultant* consider that an instruction is required, they shall advise the Project Manager and *Client* immediately.
- Completing all actions assigned to the *Consultant* in the Environmental Action Plan (EAP).
- Ensuring that each action of the EAP is completed in the necessary timeframe by the party named in the 'Responsibility' column of the EAP for that action. The *Consultant* shall also ensure that the Contractor adheres to all other environmental legislation, the *Client's* environmental policies and the *Client's* SHE guidance standards.
- If there are non-conformances, the *Consultant* shall immediately inform the Supervisor who will notify a defect to the Contractor for corrective action within the timeframe identified by the *Consultant*. The non-conformance, action required, correction timeframe and completion shall be added to the EAP by the *Consultant*.
- Monitoring adherence by the Contractor to the Contractor's Environmental Management Systems and advising the *Client* of any incidences of non-compliance.
- In agreement with the Employer, the *Consultant* shall attend monthly progress meetings to update the team on compliance with EAP actions.
- As a minimum, the *Consultant* shall audit the site monthly, in advance of progress meetings recording audit details, including photos, on the 'Environmental Audit Record' appended to the EAP.
- Audit reports will be provided to the *Client* Service Manager, Project Manager, the Contractor and the NEAS Environment Project Manager within a week of the audit visit, and in advance of the progress meeting. The *Consultant* will ensure all audit reports are uploaded to Asite Services within a week of the site visit.
- At the beginning of the Contract, the *Consultant* shall audit the site every 1 week for a minimum of 4 weeks. The frequency of audits will be reduced to monthly in agreement with the *Client* based on Contractor performance.
- Inputting to the Supervisor's Weekly Site Record on environmental matters, including bi-weekly monitoring of EAP actions, recording environmental issues / non-conformances, actions taken, and changes to design. Monitoring shall include inspecting the whole of the project working area on a monthly basis.
- The *Consultant* shall maintain a file of their site visit reports, monthly updates, incident reports, correction notices and EAP amendments. This file will be passed to the *Client* on completion of the project and will constitute a condition of Completion.
- If applicable, the *Consultant* shall notify and assist the Project Manager and *Client* with any environmental incidents for the duration of the services.
- The *Consultant* shall inform the *Client* upon completion of each section (i.e. Pre-construction, Construction and Post-construction) of the EAP actions and ensure that each section is signed off by the *Client*, Contractor and *Consultant*.
- The *Consultant* shall produce a short summary report at the end of the works to compare predicted effects against actual impacts of the temporary and permanent works. This shall be supported by photographic evidence, especially of the condition of the site upon completion of site reinstatement and shall be submitted to the *Client* and uploaded to Asite within 4 weeks of issue of the construction contract completion certificate.

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 31st December 2026, 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 of 31st December 2026.

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

7.0 Constraints on how the *Consultant* provides the *services*

The ECoW 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 wellbeing 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 wellbeing 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.

Health, safety and wellbeing provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The ECoW will take reasonable steps, when

considering documents supplied to him/her by the Contractor, that the management arrangements adopted by the Contractor for health, safety and wellbeing 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 (CDM) Regulations 2015 and the requirements of sub-clause 31.2 of the contract.

The Contractor will be free to add to the schedule as the work progresses. Prior to the start of construction work, and again after any revisions prior to implementation of the revisions, the Contractor must forward the schedule to the ECoW, along 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 Information 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.

8.2 Specifications or standards to be used

In managing the Contract the Project Manager, the *Consultant* and Contractor will make full use of the *Client's* ECC standard commercial and contract forms that have been developed for this purpose. Some examples are:

- Project Manager's Instruction [on FastDraft]
- Contractor's Technical Query [on FastDraft]
- Weekly Site Record [*Client* document ref 413_13_SD14]
- And/or check against the ECC PM Scope

The *Consultant* shall make full use of the *Client's* web-based contract management and project collaboration tools (FastDraft, CDC 1Hub and Asite). All contract records shall be distributed and stored using the relevant platform.

The *Consultant* shall make full use of and have suitably competent resources available to enable the environmental review of ECC Design Packages submitted which are likely to refer to the design codes, standards and guidance notes.

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
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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*

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The *Client* will provide a copy of any contract to the PSC Service Manager which the PSC Service Manager is required to support the administration of.

This may include (but not be limited to) the Scope/Project Form and Site Information.

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* Project Manager(s) and Project Executive(s) will be ultimately responsible to provide all the information required to fulfil the *service*. The PSC Service Manager / ECoW will work in partnership with the *Client* to mitigate any delays associated with the late supply of information to the PSC Service Manager / ECoW

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*.

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

10.8 Timesheets

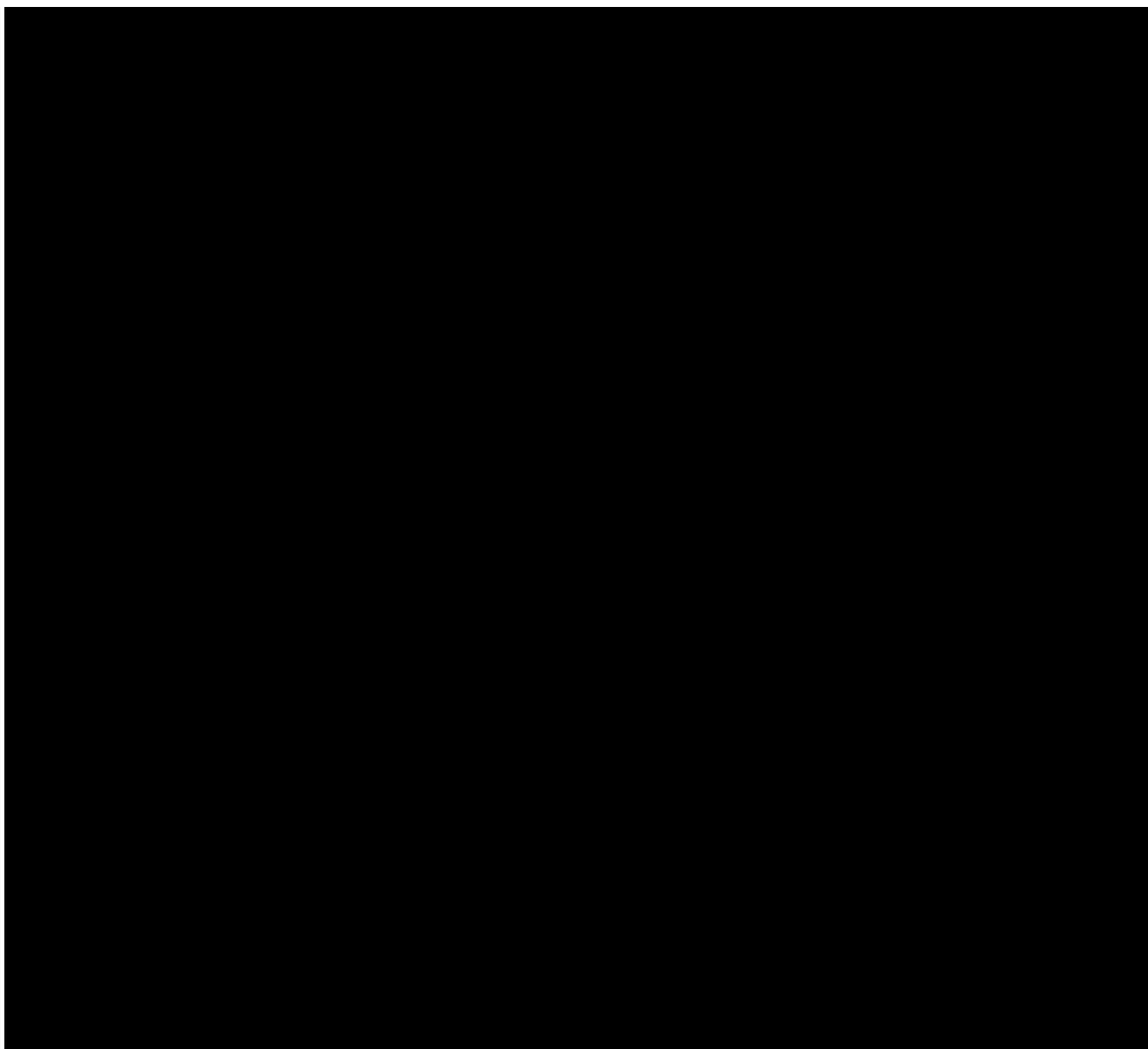
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The ECoW quality management system complies with the requirements of ISO9001 and ISO14001.





1. Contract Disputes

1.1. To raise a dispute:

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1.4. Dispute proceedings:

<i>Client</i>	<i>Consultant</i>
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