



Framework:
Supplier:
Company Number:

Client Support Framework

Turner and Townsend Cost Management Limited

Geographical Area:
Project Name:
Project Number:

North East
Hub Lead Planner Service - North East
Proj_30288

Contract Type:
Option:

Professional Service Contract
Option E

Contract Number:

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name Hub Lead Planner Service - North East

Project Number Proj_30288

This contract is made on
between the *Client* and the *Consultant*

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

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

Hub Lead Planner

The *Client* is

Environment Agency

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *Service Manager* is

[REDACTED]

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The Scope is in
412_13_SD02 PSC Scope_NE Hub Lead Planner service_v0

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 07th September 2020

The *Client* provides access to the following persons, places and things
 access
 EA systems *access date*
 07 September 2020

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

The *completion date* for the whole of the *service* is 31st March 2021

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. Managing and mitigating the impact of Covid 19 and working in accorda
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 The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	MINIMUM AMOUNT OF £5 million in respect of each claim, without limit to the number of claims	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION 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 resulting 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

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £5,000,000.00

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000.00

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

The Consultant is
Turner & Townsend Cost Management Limited

Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

The fee percentage is

Option E

[REDACTED]

The key persons are

Name (1)

[REDACTED]

Job

Lead Planner

Responsibilities

As scope

Qualifications

Refer to cv

Experience

Refer to cv

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
Availability of the named resource

3 Time

The programme identified in the Contract Data is
Appendix A1 EA IDP Project Plan TT

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications
Low Hall
[redacted]
[redacted]
[redacted]s
[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

The Consultant is
Turner & Townsend Cost Management Limited

Name and address etc. of Consultant

	Email address for communications
--	----------------------------------

Enter email address

	The fee percentage is
--	-----------------------

Insert the relevant framework tendered fee percentage

The key persons are

	Name (1)
Lead Planner	Job
As scope	Responsibilities
Refer to cv	Qualifications
Refer to cv	Experience

Name the key persons to be working on the contract

	Name (2)
	Job
	Responsibilities
	Qualifications
	Experience

	Name (3)
	Job
	Responsibilities
	Qualifications
	Experience

	Name (4)
	Job
	Responsibilities
	Qualifications
	Experience

	Name (5)
	Job
	Responsibilities
	Qualifications
	Experience

	Name (6)
	Job
	Responsibilities
	Qualifications
	Experience

	Name (7)
	Job
	Responsibilities
	Qualifications
	Experience

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

Availability of the named resource

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

3 Time

Appendix A1 EA IDP Project Plan TT	The programme identified in the Contract Data is;
------------------------------------	---

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

5 Payment

£88,000.00	forecast of the total Defined Cost plus the Fee
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Resolving and avoiding disputes

The Senior Representatives of the Consultant are

	Name (1)
	address Line 2
	address Line 3
	address Line 5
	address Line 6
	Email address for communications

Enter email address

	Name (2)
	address Line 1
	address Line 2
	address Line 5
	address Line 6
	Email address for communications

Enter postal address

Enter email address

X10: Information modelling;

The information execution plan identified in the Contract Data is;	If an information execution plan is to be identified in the Contract Data
N/A	

X10 is always used

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

[Redacted Signature]

[Redacted Role]

Signature

Role

Consultant execution

Consultant execution

Signed under hand by

[Redacted Signature]

for and on behalf of

Turner & Townsend Cost
Management Limited

[Redacted Signature]

[Redacted Role]

Signature

Role

[Redacted Signature]

[Redacted Role]

Signature

Role

PSC Scope template

17/01/2019

NEC4 professional services contract (PSC)

412_13_SD02

Use the template on the pages that follow to assist you when preparing the scope for an NEC4 professional services contract (PSC).

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	NE Hub Lead Planner Service
Project SOP reference	
Contract reference	
Date	07/08/20
Version number	1.0
Author	

Revision history

Revision date	Summary of changes	Version number
07/08/20	First issue	FINAL

Details of the Scope

Details of the Scope are as follows.

1. Description of the work:

1.1. Objective

The objective of this project is to provide a service to develop a Hub level programme that provides intelligence for the *Clients* Integrated Delivery Team (IDT)

1.2. Outcome Specification

The Outcome will be to provide a service that creates a schedule and reports (using Microsoft Project) that informs the IDT decision making in relation to aspects such as:

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

The Hub schedule/ programme will be established using *Client* tools and Delivery Partner (and supply chain) data, information and reports. This shall include (over the short to medium term) using the *Clients* Project Online tools and systems.

As part of delivering the Outcome the *Client* along with the Delivery Partners will agree with the *Consultant* a phased approach to achieve the desired outcome recognising the maturity of project and programme data and information.

The *Consultant* shall provide a Lead Planner that will be responsible to the *Client* for the delivery of the services. The DRAFT description of what the *Client* expects of the Hub Lead Planner is provided in Appendix A.

2. Outcomes required

a) The *Consultant* shall produce a programme/ schedule that provides intelligence to the IDT on the performance of the Programme being delivered by the IDT by 31st March 2021.

b) The *Consultant* shall agree a plan for working with the stakeholders to the Programme for the developing the products and outputs necessary to deliver the Outcome

c) The *Consultant* shall provide a Lead Planner that will lead the service, provide expert advice in the design and implementation of a Hub Programme and work alongside the IDT stakeholders to the Programme. The Lead Planner can be supported by others as agreed with the *Client*.

3. Constraints on how the *Consultant* provides the services

a) The *Consultant* shall ensure that appropriate use is made of existing data, to avoid duplicating work already undertaken. In addition, any other existing sources known to the *Consultant* should be utilised.

b) The *Consultant* shall wherever possible make use of existing EA tools and systems unless otherwise agreed

4. Exclusions

- a) The *services* specifically excludes the production of project specific project plans and programmes, these shall be provided by others
- b) The provision of Microsoft Project Online tools and systems unless instructed

5. Specifications or standards to be used

- a) The Client has developed a Work Breakdown Structure (WBS) as part of the definition of how the Microsoft Project Online systems and tools will operate, the service should be provide in compliance with the defined WBS. The WBS will be shared with the *Consultant* during mobilisation.
- b) Best practice planning and scheduling techniques shall applied at all times and agreed with the *Client* as part of the design and delivery of the service.
- c) The use of Microsoft Office and Power BI tools will be the standard tools used to compliment the use of Microsoft Project.
- d) Access to A-site and SharePoint shall be agreed with the *Client* and the relevant project teams and the *Consultant* will comply with the working practices and standards applied on those tool and systems.
- e) Proposals to use any other standards and specifications for undertaking the service shall be agreed with the *Client*

6. Specific Project Requirements

- a) As part of the initial delivery of the service the Consultants tender proposals will be reviewed with the Client to agree a mobilisation plan identifying how the Outcome and outputs from the service will be designed, developed and delivered.
- b) The mobilisation will then be further reviewed to incorporate the roll-out of the Clients Microsoft Project Online systems and the integration of project plans into a Hub wide plan. This will form the second stage of the service and achievement of the wider Outcomes required

7. Services and other things provided by the *Client*

- a) Access to ASite
- c) Access to the *Clients* SharePoint
- d) Access to the *Clients* Microsoft Project plans
- e) Access to the *Clients* offices and projects when it is safe to do so and in compliance with Public Health England guidance
- f) Access to other *Client* services and systems will be agreed if it is agreed that is it necessary

8. Extension Options

The Client has the option to extend the contract subject satisfactory performance and budget availability for up to 24months. Any extension is at the *Clients* discretion.

Appendix A Existing Information

Title	Format	Available from
NE Hub Planner Service Outline	PDF	As part of Tender documents issued on BRAVO

