

This document is executed as a deed and is delivered and takes effect at
the date written at the beginning of it



Framework:	Client Support Framework
Supplier:	Turner & Townsend Cost Management Ltd
Company Number:	06458527
Geographical Area:	National
Project Name:	DART Business Analyst
Project Number:	ENV0003024C
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	36755
Stage:	Study_or_Service_NOT_Design

Revision	Status		Originator		Reviewer	

nt

Date

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name DART Business Analyst

Project Number ENV0003024C

This contract is made on 01 September 2022
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") date to the Client Support Framework. The entire Agreement and the following schedules:
- Schedules 1 through to 14 inclusive of the Framework schedules are relied upon with
- The following documents are incorporated into this contract by reference
36755- PSC Scope DART Business Analyst - v0.1

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 C 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 Working within a complex stakeholder landscape and w
Analyst will assist and guide the customers of the Client's

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
Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The Scope is in
36755- PSC Scope DART Business Analyst - v0.1

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 W

The *period for reply* is 2 weeks

The *period for retention* is 6 years following Completion or earlie

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than

2 The *Consultant's* main responsibilities

The *key dates* and *conditions* to be met are
condition to be met

'none set'

'none set'

'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

3 Time

The *starting date* is

The *Client* provides access to the following persons, places and things
access

ASITE	01 September
FASTDRAFT	01 September
SharePoint	01 September

The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks
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The <i>completion date</i> for the whole of the <i>service</i> is	31 August 202
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The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is	4 weeks
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4 Quality management

The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is	4 weeks
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The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	26 weeks
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5 Payment

The <i>currency of the contract</i> is the	£ sterling
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The <i>assessment interval</i> is	Monthly
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The *expenses* stated by the *Client* are as stated in Schedule 6.

The <i>interest rate</i> is	2.00%	per annum (not less than 2) a
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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

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 insu

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLE
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 12 months £5m or the amount required by law in respect of each claim, without limit to the number of claims
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	lit
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 Engine

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 o
- 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 documents.
- 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 10% of the total project cost).
- 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*
- 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.
- 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 contract.

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, present or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Service Manager*, are caused 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 Framework Agreement.

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 any subsequent contract, nor will it be a Compensation event under this contract or any subsequent contract under the Framework Agreement.

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 date of the invoice.

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 in the Contract Data.
- If a certified payment is late, or if a payment is late because the *Service Manager* has not issued a certificate which confirms the completion of the work, the *Client* shall pay the *Consultant* the amount due from the date by which the late payment should have been made until the date when the late payment is made, and interest at the rate of 10% per annum.

Z9 Conflict of Interest

The *Consultant* immediately notifies the *Client* of any circumstances giving rise to or potentially giving rise to conflict of interest (including but not limited to financial, personal or professional interests) and/or the *Client* of which it is aware or which it anticipates may justify the *Client* taking a 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 notice of Change in Control. The *Client* shall give further notice to the *Client* when any Change in Control has occurred. The *Client* may terminate this contract if the *Consultant* within six (6) months of being notified that a Change of Control has occurred, or, where no notification of Control, but shall not be permitted to terminate where the *Client's* prior written acceptance was granted prior to the Change of Control, Z14.4.

Z12 Waiver

No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party by the express reference to Clause Z12. The failure of either party to insist upon strict performance of the Contract, or any waiver or dimunition of the obligations established by the Contract.

and 02nd day of July 2019 between the *Client* and the *Consultant* in relation
is are incorporated into this contract by reference

in this contract.

Option, the Option for resolving and avoiding disputes and secondary

With often immature, developing and changing requirements, the Business
Reporting & Data Management P3O Function to define, design and deliver

[.agency.gov.uk](#)

[.agency.gov.uk](#)

sales

or termination

2 weeks

key date

4 weeks

01 September 2022

access date

2022

2022

2022

3

above the

Rev 1.8.4a

All UK Offices

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th the *Service Manager*
ice Manager
ultant performance.

ery through the *Consultant*'s involvement

racts following an audit

roceedings, costs, losses, claims and demands whatsoever arising directly
le opinion of the *Client*, arise from or are contributed to by:

ope of the *Consultant's* duties as defined by the *Service Manager*.

a previous contract will neither be an allowable cost under this contract or
this project or programme.

of the *Service Manager's* certificate.

ated.

should be issued, interest is paid on the late payment. Interest is assessed
l is included in the first assessment after the late payment is made

cts of interest relating to the *Consultant* (including without limitation its
ction to protect its interests. Should the Parties be unable to remove the

egotiations which will or may result in a *Consultant* Change in Control and
ract with immediate effect by notice in writing and without compensation to
on has been made, the date that the *Client* becomes aware of the Change
he Change in Control. A Change of Control is defined as per the Deed of

Service Manager in writing in accordance with the Contract, and with failure or delay in exercising any right or remedy shall not constitute a

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

OPTION X18: Limitation of liability

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

£1,00

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

£5,00

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

Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term *beneficiary*

0,000

date is limited

0,000

due

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

Address for communications

Address for electronic communications

The *fee percentage* is

Option E

The *key persons* are

Name (1)	
----------	--

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

01/09/2022 - 31/08/2023

5 Payment

The *activity schedule* is

The forecast of the Prices is

£79,118.73

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

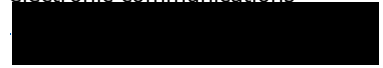
Name (1) [REDACTED]
Address for communications
Low Hall
Calverley Lane
Horsforth
Leeds
LS18 4GH

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]
Address for communications
180 St Vincent Street
Glasgow
G2 5SG

Address for electronic communications



X10: Information Modelling

The *information execution plan* identified in the Cont
N/A

ract Data is

1 General

The Consultant is

--

--	--

--	--

The key persons are

--	--

Business Analyst

As per scope

Qualifications as per CV

Experience as per CV

insert name

insert job

insert responsibilities

insert qualifications

insert experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

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insert experience

insert name

insert job

insert responsibilities

insert qualifications

insert experience

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

Availability of the named resource

insert details

insert details

insert details
insert details
insert details
insert details
insert details

3 Time

01/09/2022 - 31/08/2023

5 Payment

£79,118.73

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

--

Low Hall
Calverley Lane
Horsforth
Leeds
LS18 4GH

--

--

180 St Vincent Street
Glasgow
G2 5SG

--

X10: Information modelling;

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

N/A

Email address for communications

The *fee percentage* is

Name (1)

Job

Responsibilities

Qualifications

Experience

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 programme identified in the Contract Data is;

forecast of the total Defined Cost plus the Fee

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

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

Contract Execution

Client execution

Signed as a Deed by [PRINT NAME]

for and on behalf of the Environment Agency

  05/09/2022
Signature Date

Senior Commercial Lead
Role

In the presence of:

Signature Date

Role

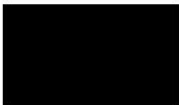
Address

Name [Print]

Consultant execution

Signed as a Deed by [PRINT NAME]

for and on behalf of Turner & Townsend Cost I


 05/09/2022
Signature Date

Director
Role

In the presence of:


Signature Date

Role

Address

Name [Print]

Management Limited