



Professional Service Contract

Contract Data Forms

June 2017
(with amendments January 2019)

Boston Barrier Contract Strategy Report

Atamis Ref: C17662

CCS Ref: CPS1-26505-2023

Contract Execution

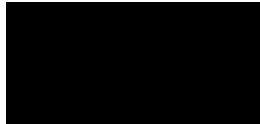
This agreement is made between the *Client*, the *Consultant* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Turner & Townsend Project Management Ltd. for Contract 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.

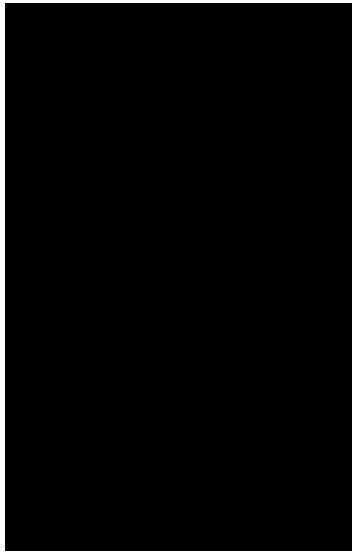
The Consultant was appointed to the framework and executed the framework agreement (with reference number RM6165).

Executed under hand



..... (*Client*)

On behalf of Turner & Townsend Project Management Limited (*Consultant*):



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 Option for resolving and avoiding disputes

Secondary Options

The *service* is

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

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is except that

- The *period for reply* for is
- The *period for reply* for is

The *period for retention* is year(s) following ~~Completion or earlier termination~~

The following matters will be included in the Early Warning Register

Difficulties in obtaining relevant information.
 Resource availability during holiday periods.
 Agreement of reporting format.

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

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 key dates and conditions to be met are~~

	condition to be met	key date
(1)	Assessment of programmes for alternative options to complete the works on the project	2 June 2023
(2)	Assessment of costs to complete the works on the project for the alternation option for completion of the works	2 June 2023
(3)	Report setting out the options for completion of the works on the project	9 June 2023

If Option A is used

~~The Consultant prepares forecasts of the total expenses at intervals no longer than~~

If Option C or E is used

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

(4)

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 *Client* states any *expenses*

The *expenses* stated by the *Client* are

item

amount

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 ~~The Consultant's share~~ ~~percentages and the share ranges are~~

<i>share range</i>		<i>Consultant's share percentage</i>
less than	<input type="text" value="-"/> %	<input type="text" value="-"/> %
from	<input type="text" value="-"/> % to <input type="text" value="-"/> %	<input type="text" value="-"/> %
from	<input type="text" value="-"/> % to <input type="text" value="-"/> %	<input type="text" value="-"/> %
greater than	<input type="text" value="-"/> %	<input type="text" value="-"/> %

If Option C or E is used The exchange rates are those published in on (date)

6 Compensation events

If there are additional These are additional compensation events

N/A

8 Liabilities and insurance

~~If there are additional Client's liabilities~~ ~~These are additional Client's liabilities~~

(1)

(2)

(3)

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<input type="text" value="£5 million"/> in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works or earlier termination
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	<input type="text" value="Whichever is greater of £5 million or the amount required by law"/> in respect of each event, without limit to the number of events	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	<input type="text" value="Whichever is greater of £5 million or the amount required by law"/> in respect of each event, without limit to the number of events	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against

Minimum amount of cover is

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

£5 million

Resolving and avoiding disputes

The *tribunal* is

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

The place where arbitration is to be held is

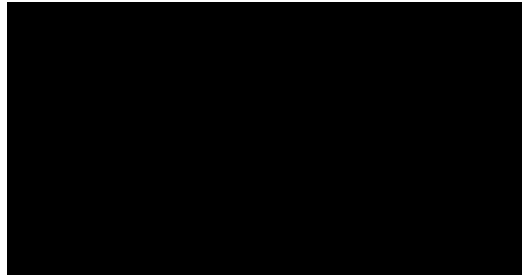
The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

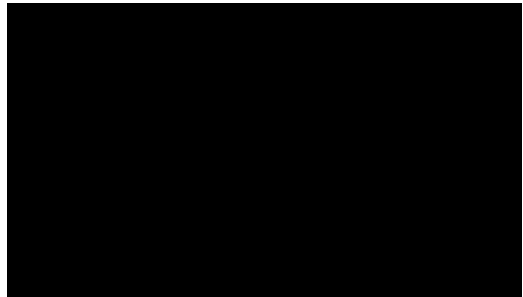
Address for electronic communications



Name (2)

Address for communications

Address for electronic communications



The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

X2: Changes in the law

If Option X2 is used The *law of the project* is

X5: Sectional Completion

If Option X5 is used The *completion date* for each section of the *service* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	-	-
(2)	-	-
(3)	-	-
(4)	-	-

X7: Delay damages

If Option X7 is used without Option X5 Delay damages for Completion of the whole of the *service* are per day

If Option X7 is used with Option X5 Delay damages for each *section* of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	-	-
(2)	-	-
(3)	-	-
(4)	-	-
The delay damages for the remainder of the <i>service</i> are		-

X8: Undertakings to Others

If Option X8 is used The *undertakings to Others* are provided to

-
-

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

X11: Termination by the Client

X13: Performance bond

If Option X13 is used ————— The amount of the performance bond is

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~~ years after the Completion of the whole of the ~~service~~

X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used ————— The ~~incentive schedule for Key Performance Indicators is in~~

A report of performance against each Key Performance Indicator is provided at intervals of months

Y(UK)1: Project Bank Account

Charges made and interest ~~— The Consultant is / is not~~ to pay any charges made and to be paid any interest paid by ~~the~~ paid by the ~~project bank~~ ~~project bank~~ (Delete as applicable)

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 days after the date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used	term	beneficiary
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with	term	beneficiary
Y(UK)1 the following entry is added to the table for Y(UK)3	<input type="text" value="The provisions of Options Y(UK)1"/>	<input type="text" value="Named Suppliers"/>

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.

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

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.~~

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.

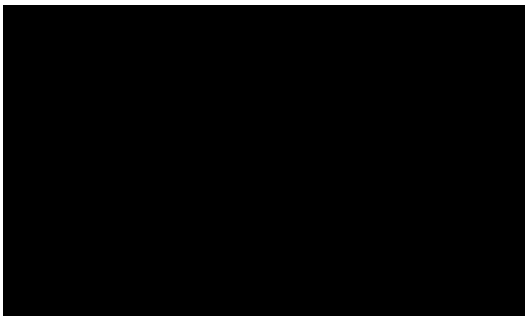
1 General

The *Consultant* is

Name

Address for communications

Address for electronic communications



The *fee percentage* is

n/a %

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

Name (3)

Job

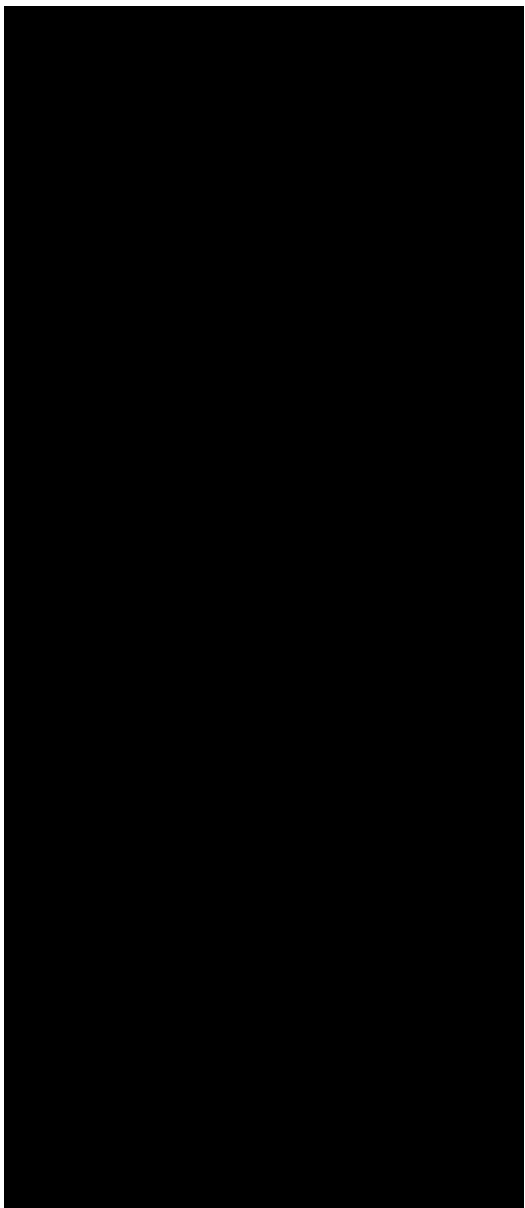
Responsibilities

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

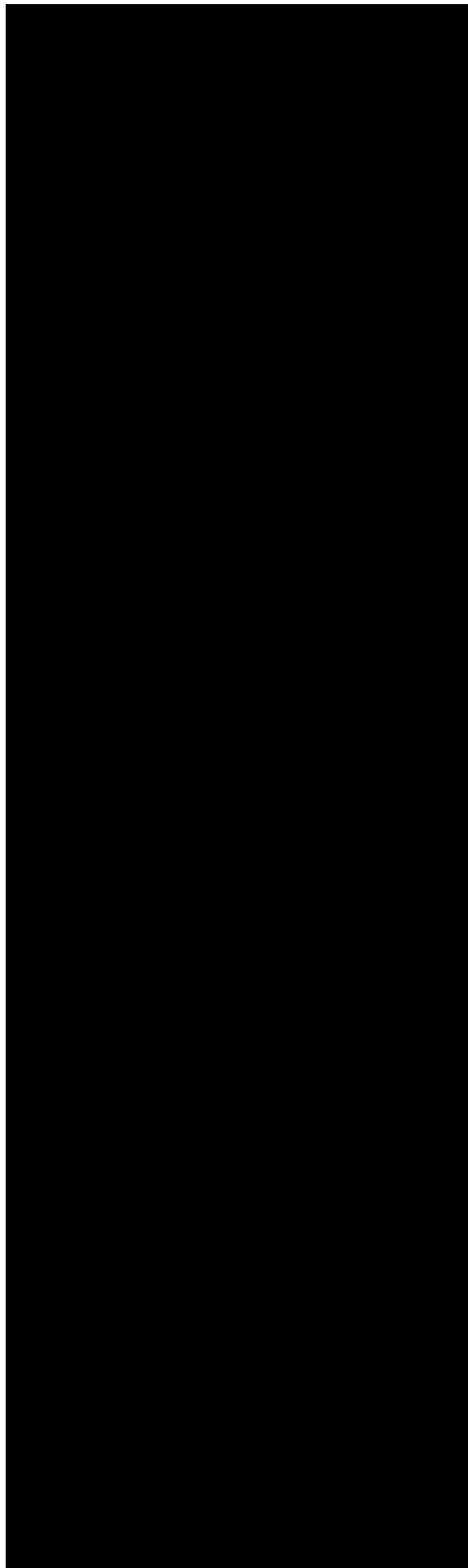
Name (8)

Job

Responsibilities

Qualifications

Experience



Difficulties in obtaining relevant information.
Resource availability during holiday periods.
Agreement of reporting format.

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

item	amount
<input type="text" value="n/a"/>	<input type="text" value="n/a"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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 communication

Name (2)

Address for communications

Address for electronic communication



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	overhead percentage
n/a	n/a %
	%
	%

Data for the Short Schedule of Cost Components (used only with Option A)

The ~~people rates~~ are

category of person	unit	rate
-	-	-
-	-	-
-	-	-
-	-	-

Environment Agency NEC4 professional services contract (PSC) Scope

Boston Barrier Contract Strategy Report

Project / contract Information

Project name	Boston Barrage-Barrier Works
Project SOP reference	ENVIMAN001472
Contract reference	Atamis Ref: C17662 CCS Ref: CPS1-26505-2023
Date	16/05/2023
Version number	4
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
27/04/2023	First issue	1
28/04/2023	Incorporation of SB's comments	2
05/05/2023	Incorporation of GB's comments	3
15/04/2023	Incorporation of T&T Proposal	4

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 below version of the Minimum Technical Requirements.

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	v12	30/12/2021

customer service line
03708 506 506

incident hotline
0800 80 70 60

floodline
0845 988 1188

www.environment-agency.gov.uk

Details of the Scope

Details of the Scope are as follows.

1. Description of the work:

1.1. Objective

The overall objective of this contract is for the *Consultant* to provide a Contract Services Team to the *Client* for the Boston Barrage-Barrier Works project to enable the project to progress to completion in a timely and cost-effective manner.

1.2. Outcome Specification

The primary outcome of this commission is to secure a Contract Services Team, which is provided by the *Consultant*, in order to produce a Contract Strategy Report detailing different options for the completion of the works on the Boston Barrage-Barrier Works project, which includes a recommendation for the most suitable option in regard to time, cost and risk.

This follows the adjudication decision on the 11th of February 2023 and the conduct and performance of BMM JV on the project.

The *Consultant's* Contract Services Team will include:

- Delay analysts and an expert who will carry out the relevant delay analysis for this work.
- A number of people who have experience of dealing with and managing disputes under the NEC Contract, including experience in relation to termination of the NEC3 Contract.

2. Outcomes required

[REDACTED]

[REDACTED]

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

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]
- [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

- [REDACTED]

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

[REDACTED]

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

Key Deliverable

The *Client* requires that the *Consultant's* Contract Services Team make a detailed assessment of the Delivery Options and from this make recommendations to help the *Client* decide which Delivery Option to adopt outlined in a Contract Strategy Report. The structure of the report to be agreed with the Environment Agency but as a minimum to include:

- o Executive Summary
- o Background
- o Analysis
- o Results
- o Conclusions
- o Recommendation

Proposal

The *Client* would request a breakdown of prices and expected time requirements based on the above scope elements, clearly identifying all three Parts. The *Client* would also request an anticipated programme to complete the scope outlined above, with deadlines for all three Parts.

Timescales of any further outputs to be agreed by the parties, based on the *Consultant's* recommendations.

NOTE - Not currently part of the requirements but may be included at a later date

- Update of previous earned value analysis
 - Provide support regarding any future dispute resolution.
3. *The Client* provides access to the following persons, places and things:
- Boston Barrier Project Team members as named above.
 - *The Client's* specialist legal support.
 - [REDACTED]

