



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 Turner & Townsend Project Management Limited for the "South East Reconditioning Programme ECC PM" (the *service*).

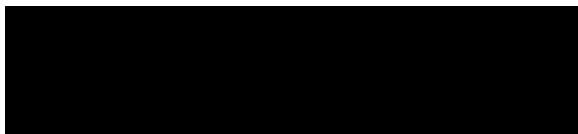
The *Consultant* offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

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

Executed under hand

by

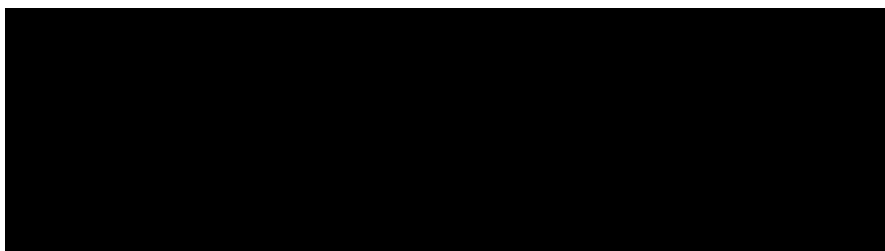
Environment Agency. (*Client*)



Delivery Manager. (Position)

For and on behalf of

Turner & Townsend
Project Management Limited (*Consultant*)



Project Director / Environment Agency Framework Manager. . . . (Position)

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, X10, X11, X18, Y(UK)2, Y(UK)3, Z1, Z2, Z3, Z8, Z9, Z12, Z130, Z131

The *service* is

Delivery of ECC PM for the South East Reconditioning Programme

This is for an initial period of 12 months, but the parties can agree to extend through a single extension or multiple extensions for an additional period of up to 6 months or a period of time that allows for services to be procured under a new Environment Agency or alternative framework, whichever may be the later date.

The *Client* is

Name

Environment Agency

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

The *Service Manager* is

Name

Address for communications

Address for electronic communications

The Scope is in

Appendix 1, and

Appendix 2 (embedded):

"1 LIT 13263 - PSC scope template - ECC Project Manager 20112023 V2.2.docx"

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

except that

• The *period for reply* for

n/a

is

n/a

• The *period for reply* for

n/a

is

n/a

The *period for retention* is 6 year(s) following Completion or earlier termination

The following matters will be included in the Early Warning Register

N/A

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

(1) N/A

N/A

(2)

(3)

If Option A is used

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

N/A

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

4 weeks

3 Time

The *starting date* is

02/09/2025

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

	access	access date
(1)	Asite	04/09/2025
(2)	Sharepoint	04/09/2025
(3)	Fastdraft	04/09/2025

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

4 weeks

If the *Client* has decided the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

31/08/2026

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

2 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, if not previously provided by the *Consultant*

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

If the *Client* states any *expenses*

The *expenses* stated by the *Client* are

item

amount

N/A

N/A

The *interest rate* is 2 % per annum (not less than 2) above the

Base

rate of the

Bank of England

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

N/A

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

All UK offices

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	N/A %	N/A %
from	% to %	%
from	% to %	%
greater than	%	%

If Option C or E is used

The *exchange rates* are those published in **Financial Times**on **01/09/2025** (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) N/A

(2) N/A

(3) N/A

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>	£5 million in respect of each claim, without limit to the number of claims, except for claims arising out of pollution or contamination, where the minimum amount of cover applies in the aggregate in any one period of insurance and except for claims arising out of asbestos [fire safety/cladding claims] where a lower level of £2m shall apply in the aggregate	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	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	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	n/a
Minimum amount of cover is	n/a
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

Litigation in the courts

If the *tribunal* is arbitration

The *arbitration procedure* is

To be confirmed

The place where arbitration
is to be held is

To be confirmed

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

Institution of Civil Engineers

The *Senior Representatives* of the *Client* are

Name (1)

Client's Framework Manager

Address for communications

Address for electronic communications

Name (2)

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 <i>law of the project</i> is	The law of England and Wales, subject to the jurisdiction of the courts of England and Wales
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X5: Sectional Completion (Not Used)

If Option X5 is used	The <i>completion date</i> for each section of the <i>service</i> is		
	<i>section</i>	<i>description</i>	<i>completion date</i>
	(1)	N/A	N/A
	(2)		
	(3)		
	(4)		

X7: Delay damages (Not Used)

If Option X7 is used without Option X5	Delay damages for Completion of the whole of the <i>service</i> are	N/A	per day
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If Option X7 is used with Option X5	Delay damages for each <i>section</i> of the <i>service</i> are		
	<i>section</i>	<i>description</i>	<i>amount per day</i>
	(1)	N/A	N/A
	(2)		
	(3)		
	(4)		
	The delay damages for the remainder of the <i>service</i> are		

X8: Undertakings to Others (Not Used)

If Option X8 is used	The <i>undertakings to Others</i> are provided to
	N/A

X9: Transfer of Intellectual Property Rights**X10: Information modelling**

If Option X10 is used

If no <i>information execution plan</i> is identified in part two of the Contract Data	The period after the Contract Date within which the <i>Consultant</i> is to submit a first Information Execution Plan for acceptance is	2 weeks
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X11: Termination by the Client

X13: Performance bond (Not Used)

If Option X13 is used	The amount of the performance bond is	N/A
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X18: Limitation of liability

If Option X18 is used	The <i>Consultant's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	£5 million
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The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to	£5 million
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The <i>end of liability date</i> is	6	years after the Completion of the whole of the <i>service</i>
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X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used	The <i>incentive schedule</i> for Key Performance Indicators is in	N/A
	A report of performance against each Key Performance Indicator is provided at intervals of	N/A

months

Y(UK)1: Project Bank Account – NOT USED

Charges made and interest paid by the *project bank*

The *Consultant* is not to pay any charges made and to be paid any interest paid by the *project bank*.

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

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

If Option Y(UK)3 is used	term	<i>beneficiary</i>
	<div>N/A</div>	<div>N/A</div>
	<div></div>	<div></div>
	<div></div>	<div></div>
	<div></div>	<div></div>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	<i>beneficiary</i>
	<div>The provisions of Options Y(UK)1</div> <div>N/A</div>	<div>Named Suppliers</div> <div>N/A</div>

Z: Additional conditions of contract

The *additional conditions of contract* are:

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.
- Re-organisation 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.

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*.

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 Prices 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

Turner & Townsend Project Management Limited

Address for communications

Low Hall
Calverley Road
Horsforth
Leeds
LS18 4GH

Address for electronic communications



The *fee percentage* is

Included within Framework Rates

%

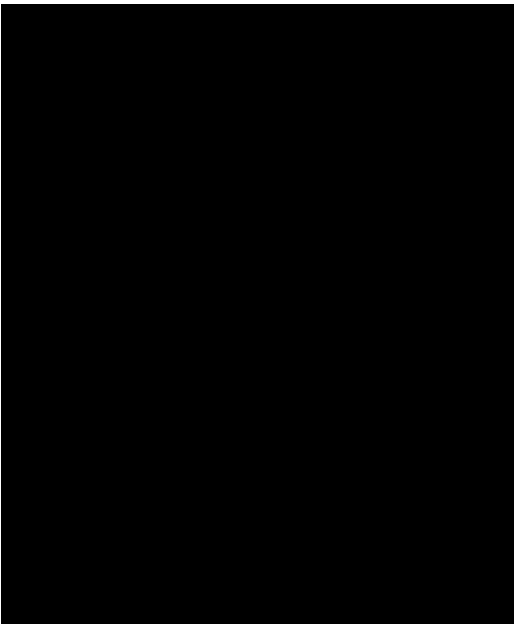
The *key persons* are

Name (1)

Job

Responsibilities

Qualifications



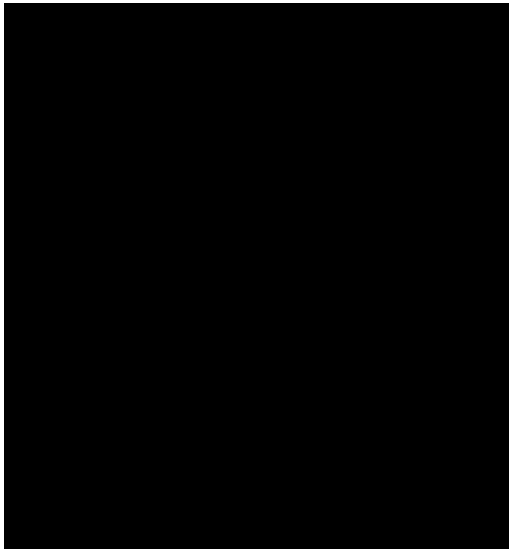
Experience

Name (2)

Job

Responsibilities

Qualifications



Experience

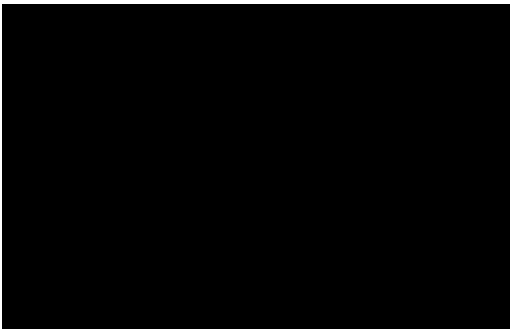
Name (3)

Job

Responsibilities

Qualifications

Experience



The following matters will be included in the Early Warning Register

Availability of the named resources

2 The *Consultant's* main responsibilities

If the <i>Consultant</i> is to provide Scope	The Scope provided by the <i>Consultant</i> is in	N/A
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5 Payment

If the <i>Consultant</i> states expenses	The <i>expenses</i> stated by the <i>Consultant</i> are any				
	<table><tr><td>item</td><td>amount</td></tr><tr><td colspan="2"><div></div></td></tr></table>	item	amount	<div></div>	
item	amount				
<div></div>					

If Option A or C is used	The <i>activity schedule</i> is	N/A
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If Option E is used	The forecast of the prices is	£449,834.89
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Resolving and avoiding disputes

The <i>Senior Representatives</i> of the <i>Consultant</i> are	
Name (1)	<div></div>
Address for communications	
Address for electronic communications	
Name (2)	
Address for communications	
	<div></div>
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

TBC

Y(UK)1: Project Bank Account – NOT USED

If Option Y(UK)1 is used

The *project bank* is

N/A

named suppliers are

N/A

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

Included within tender rates

Included within tender rates

%

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

The *people rates* are

category of person

unit

rate

N/A

N/A

N/A

Appendix 1

Environment Agency NEC4 professional service contract (PSC) Scope

Project / contract information

Project name	Core Services Migration – South East - Recondition Programme ECC PM Services
Project SOP reference	ENV7005105R
Contract reference	TBC
Date	1 July 2025
Version number	1.0
Author	

Revision history

Revision date	Summary of changes	Version number
01/07/2025	First issue	1

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 *service* is to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	V13	11/06/2024
LIT 65160	Environment and Sustainability MTR	V3.0	21/11/2023
LIT 17641	Exchange Information Requirements	V3.0	01/12/2023

1 Objectives of the service provided

Objective

The South East Hub supports delivery of the Environment Agency Capital and Revenue Portfolio, including FCRM, Water Resources, Environment and Navigation Programmes. In order to deliver the portfolio the requirement for additional services has been identified. This commission is for the transition of existing Core services to support and work on the Programme and Contract Management (PCM) South East Hub's Flood and Coastal Risk Management (FCRM) programme and projects within.

2 Consultant provides the service

This Scope is to secure the following services.

Role	Project	Key Person	End Date
ECC PM services	South East Recondition Programme		

The Teams that these services will support are based and are distributed across offices within the boundaries of the South East Hub. The *Consultant* will primarily be able to work remotely. However, in order to develop good relationships with other team members and to support co-location there will be a requirement to travel to various Environment Agency offices or site offices (according to the projects the *Consultant* is assigned to).

The above services shall be provided by the *key persons* identified Contract Data part 2.

3 Constraints on how the Consultant provides the service

- a) The above services are to be provided in accordance with the specific appendices that are applicable e.g. Core Service specifications, see Appendix 2
- b) The *Consultant* is not to delegate their duties or powers.
- c) The *Consultant* shall not work more than 40 hours per week without prior approval from the *Service Manager*.
- d) Any time deemed necessary for the *Consultant's* line management by the *Consultant's* Employer, including training and development would be by agreement and be non-chargeable.
- e) Any time deemed necessary for the *Consultant* to line manage or undertake any other tasks for the *Consultant's* Employer, would be by agreement with the *Client* and be non-chargeable.
- f) The *Consultant* will be entitled to take annual leave, based on the *Consultant's* terms of employment with the *Consultant's* Employer, and statutory holiday entitlement. These costs will be non-chargeable.
- g) The *Consultant* shall provide the service in compliance with the *Client's* 'Environment Agency Operational Instructions' and policies.
- h) The *Consultant* shall be required to complete a conflict of interest declaration and non-disclosure agreement prior to provision of the service.

- i) The *Consultant's* Employer will inform the *Client* prior to allocating their *Consultant* on other projects or of the individual's intention to leave the company at the earliest opportunity.
- j) The *Consultant* is to make full use of the *Client's* web-based contract management tool [Fast Draft]. Whenever practical all contract records are to be distributed and stored using Fast Draft.
- k) 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 4 below.
- l) A Service Execution Plan be submitted to the Client for acceptance within 4 weeks of Contract Start Date which defines the necessary roles and tasks.

4 Services and other things provided by the *Client*

Office equipment and services necessary to provide the services when attending Environment Agency offices and to enable access to the relevant systems. Any client provided IT allocated to key persons shall be returned upon request.

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

5 Timesheets

Timesheets as normally utilised by the *Consultants* shall be submitted with applications for payment unless otherwise agreed with the *Client's Service Manager*. Electronic submissions would be acceptable.

6 Performance management

Performance will be measured periodically throughout the contract duration to allow for assessment of performance under the contract.

7 Contract management

Call-off contracts under this framework are administered via the *Client's* electronic contract management system in place at the time a Call-off contract is awarded, or as subsequently implemented.

Dispute resolution

Dispute Resolution process

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 *Delivery Partner'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 *Delivery Partner'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:

Client	Delivery Partner
	1. Framework Manager
	2. Framework Manager
	3. Framework Director

Appendix 2

List of Project Scopes

South East Recondition Programme ECC PM Services	 1. LIT 13263 - PSC scope template - ECC
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