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





Framework: Supplier:

Company Number:

Geographical Area: Project Name: Project Number:

Contract Type:

Option:

Contract Number:

Stage:

Client Support Framework

National

Freedom to Innovate

Professional Service Contract Option E

N/A

Study_or_Service_NOT_Desig

n

PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework CONTRACT DATA

Project Name

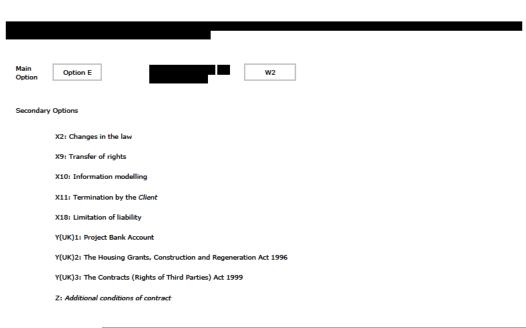


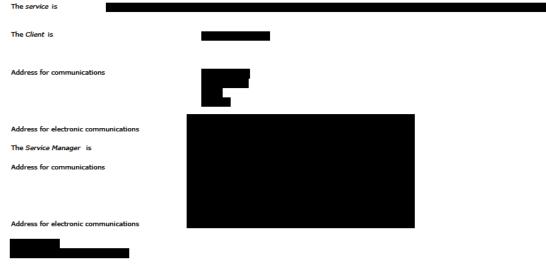


This contract is made on between the *Client* and the *Consultant*

- 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





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 key date '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 4 weeks 3 Time The starting date is The Client provides access to the following persons, places and things The Consultant submits revised programmes at intervals no longer than 4 weeks The completion date for the whole of the service is 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 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 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 6 Compensation events These are additional compensation events 1. 'not used'

'not used'
 'not used'

- 4. 'not used'
- 5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

- 1. 'not used'
- 'not used'
- 3. 'not used'

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



Resolving and avoiding disputes

The tribunal is litigation in the courts

'to be confirmed' Address for communications 'to be confirmed'

Address for electronic communications 'to be confirmed'

The $Adjudicator\ nominating\ body\$ is The Institution of Civil Engineers

Z Clauses

Z1 DisputesDelete existing clause W2.1

Z2 Prevention

The Adjudicator is

- 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:

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;

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 assert 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

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.

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 dimunition of the obligations established by the Contract.

Secondary Options

OPTION X2: Changes in the law

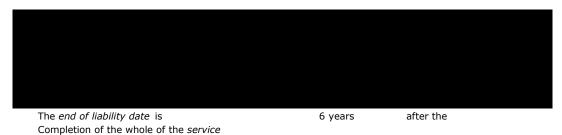
The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

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

OPTION X18: Limitation of liability

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



Y(UK)1:Project Bank Account

The Consultant is to pay any bank charges made and to be paid any interest paid by the $project\ bank$

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

term *beneficiary*

The provisions of Y(UK)1

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

The key persons are



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 5 Payment Resolving and avoiding disputes X10: Information Modelling The information execution plan identified in the Contract Data is Y(UK)1: Project Bank Account

Contract Execution

Client execution

Signature	Date	Role
		Address
Name [Print]		
Consultant execution		



Tender Ref: _C5266 NAT - CSF Lot 2 - Freedom to Innovate

Contract Documents

Pricing Data

NEC4 – PSC - Option E

Supplier Name:

Turner & Townsend

CSF Lot 2

As part of our non evaluating criteria please provide a Cost for a Technical Specialist and/or other staff required in the project.

CSF individuals to be utilised on this contract.

Name	Job Title / Designation	Grade	Hourly Rate £s	Daily Rate £s	Weekly Rate £s	Forecast number of Hours	Sub-total £s	Fee %		Expenses to be included within the Defined Cost £s	
Claudia Caravello	Project Manager	Project Manager	35.34			398	14,065.32	45.00%	20,394.71	0.00	20,394.71
Graeme Braitwaite	Technical Specialist	Director	F.O.C.			ADHOC Requirement		45.00%	0.00	0.00	0.00
Jane Marshall	Technical Specialist	Principal Consultant	56.11			ADHOC Requirement		45.00%	0.00	0.00	0.00
George Mokhtar	Technical Specialist	Director	92.05			ADHOC Requirement		45.00%	0.00	0.00	0.00
Adrian Caswell	Technical Specialist	Director	65.75			ADHOC Requirement		45.00%	0.00	0.00	0.00
Zak Jones	Technical Specialist	Senior Consultant	34.54			ADHOC Requirement		45.00%	0.00	0.00	0.00
Harry Philips	Technical Specialist	Cost Manager	32.13			ADHOC Requirement		45.00%	0.00	0.00	0.00
Jonathan Hughes	Technical Specialist	Associate Director	F.O.C.			ADHOC Requirement		45.00%	0.00	0.00	0.00
Sacira Coric	Technical Specialist	Director	118.35			ADHOC Requirement		45.00%	0.00	0.00	0.00
forecast of the total Defined Cost plus the Fee £s						20,394.71					

Contract Docume nts

Pricing Data

Tender Ref: _C5266 NAT - CSF Lot 2 - Freedom to Innovate

Supplier Nar Turner & Townsend CSF Lot 2

Expenses applicable on this contract.

Name	Job Title / Designation		Expense Item (Consultant to state any applicable)	Expense Amount / Rate £s	quantity	Forecast Expenses £s
Claudia Caravello	Project Manager	Project Manage	Assume no ex	0.00	0.0	0.00
				0.00	0.0	0.00
				0.00	0.0	0.00
				0.00	0.0	0.00
forecast of the total Expenses £s						0.00

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract Information

Project name	Freedom to Innovate
Project 1B1S reference	ENV6006158R
Contract reference	
Date	15/11/2022
Version number	V1
Author	Molly McKenzie

Revision history

Revision date	Summary of changes	Version number
15.11.2022	First issue	v1

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 following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements		Insert date of latest version of MTR on ASite

Details of the services

Details of the services are:

1. Description of the work:

Objective

BIS Project manager required to manage 2 no. innovation scoping projects and develop proof of concept pilots on these two projects. The 2 projects are:

- 3D printing of concrete flood defences
- Drones for asset inspections

The aim of these projects is to contribute to the climate and nature emergency by reducing our carbon footprint, through reduction in travel, efficient use/maintenance of assets and use of latest technology.

We required project management for 37hrs per week from asap to end of March 2023.

Outcome Specification

The required outcome is to deliver proof of concept through pilot projects on each of the two projects. Provision of sufficient information, through production of an outline business case, to enable EA to decide if further investment in this technology is appropriate and if so, provide direction as to where this technology would have most benefit and how it may be implemented.

The consultant to provide full project management incl. and not limited to financial forecast and assurance incl. business case development and approval, contract management of 3rd parties and delivery of proof-of-concept pilot projects.

- 3D printing of concrete flood defences
 - o Scope available applications of 3D concrete printing
 - o Identify best practise of technology and relevant standards including full risk register
 - Develop opportunities of application of technology to flood defences/bank stabilisation within EA
 - o Investigate various cost and price options for such a project.
 - Provide integrated cost and carbon services (target setting, forecasting, actuals, assurance and reporting, estimating, modelling and benchmarking), highlighting potential for carbon reduction.
 - Develop a proof of concept for use of 3D printing for flood defences and deliver pilot projects
- Drones for asset inspections
 - Review current use of drones within the EA for asset management particularly with respect to asset inspection.
 - Scope wider use of drones and identify other possible opportunities within EA asset management
 - Identify best practise of technology and relevant standards including full risk register
 - Develop a proof of concept for use of drones for asset management and deliver pilot projects
 - Investigate various cost and price options for such a project.
 - Provide integrated cost and carbon services (target setting, forecasting, actuals, assurance and reporting, estimating, modelling and benchmarking), highlighting potential for carbon reduction.

Freedom to Innovate 15/11/2022

Consultant to provide mentoring of junior project managers, in project management processes.

The Consultant shall ensure that the final solution/options considered are compliant with all guidance and legislation and seek to minimise long-term asset/land management and maintenance costs

The options will also demonstrate that the Consultant has learnt from international best practice and demonstrate how optimum flood risk reduction, natural processes, recreation, good ecological water quality and visual amenity can be combined.

- 1. Requirements of the programme
- a) The programme complies with the requirement of Clause 31.
- b)
- 2. Services and other things provided by the Client
- a) ASite
- b)FastDraft

Freedom to Innovate 15/11/2022

Freedom to Innovate 15/11/2022