

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:	East - CSF - Project Management Resource
Project Number:	
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	35619
Stage:	Study_or_Service_NOT_Design

Revision	Status		Originator		Reviewer		Date

**PROFESSIONAL SERVICE CONTRACT - Under the Client Support Framework
CONTRACT DATA**

Project Name East - CSF - Project Management Resource

Project Number

This contract is made on 11 April 2022
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
Scope: Project Support Call-off Version 2 dated 23/02/22

Part One - Data provided by the *Client*

[REDACTED]

[REDACTED]

[REDACTED]

Main
Option

Option E

W2

[REDACTED]

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 Provision of resources to undertake project management services.

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
Scope: Project Support Call-off Version 2 dated 23/02/22

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 12 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 11 April 2022

The *Client* provides access to the following persons, places and things
access
FastDraft 11 April 2022 *access date*

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

The *completion date* for the whole of the *service* is 30 June 2023

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. '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 insurance are

EVENT	MINIMUM AMOUNT OF	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> 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	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		£1 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 result 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.

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 weeks

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000.00

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

£5,000,000

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

Turner & Townsend Cost Management Ltd

Address for communications

Address for electronic communications

The fee percentage is

The key persons are

Name (1)

Job

Responsibilities

Qualifications

Experience

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

#REF!

The following matters will be included in the Early Warning Register

- Availability of named resource.
- Expenses rechargeable at cost in accordance with Framework Terms.

3 Time

The programme identified in the Contract Data is
TBC

5 Payment

The *activity schedule* is

The forecast of the Prices is
£261,813.00

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

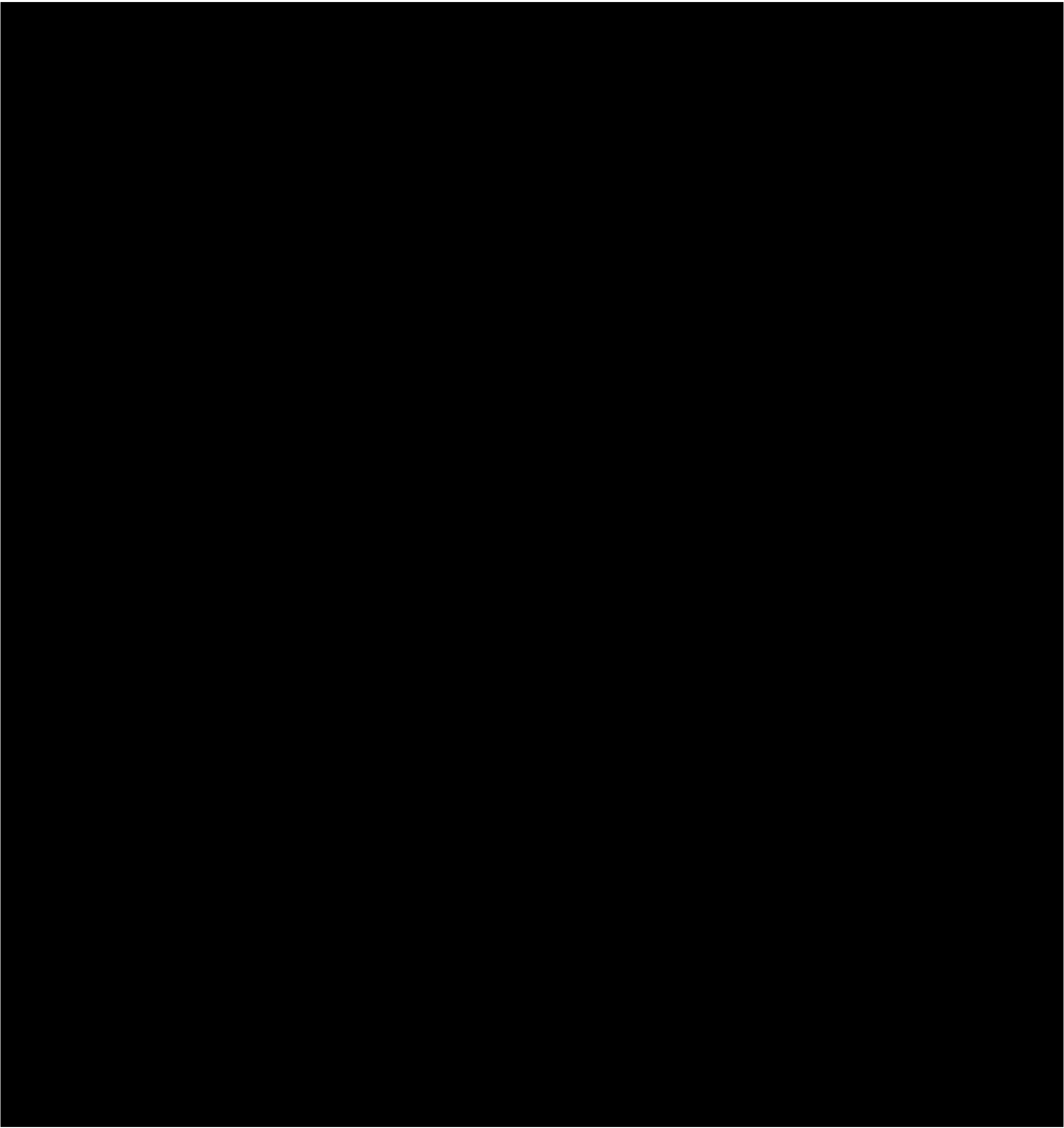
Name (1) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]
[redacted]

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]
[redacted]

[redacted]

[redacted]
[redacted]



Contract Execution

Client execution

Signed Underhand by [PRINT NAME] for and on behalf of the Environment Agency

<div></div>		
Signature	Date	Role

Consultant execution

Signed Underhand by for and on behalf of Turner & Townsend Cost Managemen

<div></div>		
Signature	Date	Role

<div></div>		
Signature	Date	Role

t Limited

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	[Hub Area] Project Support Call-off Contract
Project SOP reference	TBC
Contract reference	35619
Date	23/02/2021
Version number	2
Author	

Revision history

Revision date	Summary of changes	Version number
10/01/2022	First issue	00
22/02/2022	Updated following CSM and EA PM comments	1
23/02/2022	Updated final CSM and DGC review for Tender Issue	2

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	LIT13258 Version 11	04/05/2021

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

Details of the services

Details of the *services* are:

1 Description of the work:

Background

The Environment Agency's (EA, hereafter) current funding period has been agreed at £5.2billion over the next 5 years. This means a doubling of overall value compared to the previous period and potential for double the workload expected. To help facilitate this, the Environment Agency is identifying ways to better utilise its supply chain to deliver more and provide a better service to our local communities over the coming years.

To meet this challenge, Programme and Contract Management teams in the EA's Eastern Hub, are realigning themselves to more efficiently deliver its programme of work. This means there will be dedicated resources for specific workstreams, where previously, one project manager may work across multiple different portfolios for the business. These workstreams are referred to as 'sub-programmes' and their team structure is outlined below in figure 1. The *Services* outlined in this scope will provide support to all sub-programmes in the operational Area specified in this contract, alongside the Project Management Office that is being created.

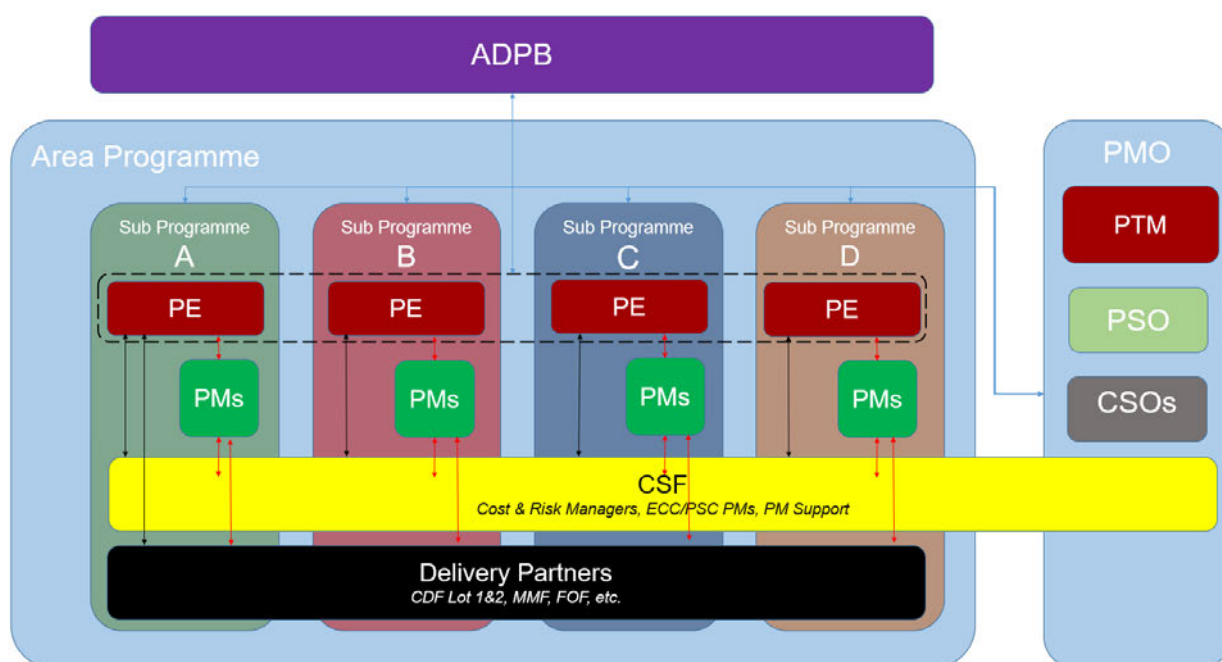


Figure 1 – Area Sub-programme Organogram. ADPB – Area Delivery Portfolio Board, PE – Project Executive, PM – Project Manager, PTM – Project Team Manager, PSO – EA Project Support Officer, CSO – Contract Support Officer.

Objective

The primary objective of the *services* is to provide direct support to the *Client's* project teams, the project managers in delivering the projects in the capital works programme in the *Client's*, Hertfordshire and North London (HNL) Area, Thames (THM) Area and East Anglian (EAN) Area and the Assets Below Required Condition Programme (ABRC) The support provided will give the *Client's* project managers the time and space they need to focus on project delivery utilising the supporting information and the *services* provided by the *Consultant*.

2 Project team

The *Client* is the Environment Agency



It is expected that there will be numerous interfaces between the *Client's* project teams and the *Consultant's* team delivering the *services* specified in this scope. It is likely that the works will evolve, and additional project requests will come throughout the duration of the contract.

Reference to the *Client's* Project Manager refers to the relevant Project Manager for individual projects. Should a Project Manager request something in conflict with the agreed scope, their requests are not considered contractual instructions unless communicated by the *Service Manager*.

3 Consultant provides the services

The *Consultant* is to provide various project and contract management services to support the delivery of planned work until 30 June 2023. The *services* are required across both the Area's Programme and support at individual Project level. The *Services* will be instructed on a Project-by-Project basis. The *Client's* project teams will define the activities for each project which require the *Consultant's* support, and which will be instructed by the *Service Manager*. Further detail of how the *Consultant* is to provide these *services* will be outlined using Appendix 1. Please note that at some point the proposed staff may be required to work from the EA office for co-location.

There will be some mutually agreeable performance measures included in the contract. We reserve the right to move the work to another supplier if these are not met.

The potential number of projects requiring support are outlined below. Due to the nature of how some of our programmes are funded, please note that these numbers may change throughout the duration of the *services* and this requirement is a trial. Furthermore, some of the projects within the totals below may have existing provisions for some components of the *services* outlined in this scope and may not request this through this contract.

EA Area	Project Numbers
East Anglia	52
Hertfordshire and North London	38
Thames	32
Assets Below Required Condition	TBC

3.1.1 Project & Contract Management

Project and contract Management *services* will require the following activities to be carried out:

1. Contract Management (NEC4 PSC)
2. Risk Management
3. Project Finance Management

4. Project Programming and Planning support (BAM (CDF Lot 2) will be leading on the development of project programmes from start to finish)
5. BIM Deliverable and Information Management
6. Project Support

Programme level Support

In addition to project level support, the *Consultant* shall provide programme level support as outlined below. Due to the direct interface with the *Client's* project programmes making the *Consultant* well placed to support with the management of the overall programme. In addition to the *Consultant* shall support the *Client's* Project Management Office to support with the following activities:

3.1.2 Programme Risk Management Support

The *Consultant* shall compile a programme level risk register and maintain this monthly. Providing a programme level view on risk by taking relevant project level risks and developing this into a programme level value which will be monitored monthly. The *Consultant* will provide a monthly report on the top 10 risks across the programme to the *Service Manager* and advise on any mitigation strategies at Programme Level which could benefit individual projects.

3.1.3 Project Management Office

Utilising the interface with each project in the programme, the *Consultant* shall support the *Client* in managing the overall programme of projects. This will include;

- Supporting the *Client* by providing a resource matched programme to quantify resource demands on the *Client's* project teams and provide a programme level overview so resource excesses and constraints can be identified in advance.
- Driving efficiency by proposing improved systems and tools. If appropriate, development of these and rolling these improvements out to project teams will be instructed via Compensation Event. The *Consultant* shall develop and provide to the *Client* a Microsoft Excel based tool that will automate the monthly analysis of project finances (SOP data).

4 Definition of Completion

Completion will be certified when all services are complete and are accepted by the *Client*.

5 Constraints on how the *Consultant* provides the services

1. The *Consultant* is not to delegate their contractual duties or powers under this contract without prior written agreement from the *Client*.
2. Access to the *Client's* IT servers will not be possible, the services are all to be performed using the *Consultant's* own IT hardware and software. Access to the relevant systems will be provided as stated in section 8 below.
3. All "work in progress" documents are to be kept on the relevant project's Sharepoint site and not on individuals' hard drives or *Consultant's* servers.
4. The *Consultant* is expected to work with the individual project managers to develop consistent and proportionate methodology to provide the support required and deliver the services.

5. When applying for payment, the *Consultant* should have a record for time spent on individual project codes (as instructed through Appendix 1). This is to enable the *Client* to ensure the costs can be redistributed to the correct project budget. Where time has been spent on Programme level Support, this should be specified so the *Client* can allocate these costs appropriately as well.

6 Standards to be achieved

Health and safety

Health, safety, and welfare is of paramount importance to the *Client* and one of the objectives for the projects is that the works should be undertaken in a manner that achieves highest possible standards. Health, safety, and welfare provisions must be seen as integral parts of carrying out the works and not as stand-alone considerations. The *Consultant* shall support the *Client* and project team in achieving these standards.

Specifications or standards to be used

Many of the processes required are detailed and referenced in the *Client's* Project Manager's Handbook (LIT 14904), this document makes further reference to other processes and guides, some of which are listed below and shall be used to fulfil the *services*. Other guides and process required to fulfil the *services* can be supplied on request and all reference documents are assumed to be part of this Scope.

LIT 12280 - Lessons log template

LIT 12295 - Highlight report template

LIT 12566 - Efficiency reporting tool (CERT)

LIT 14284 - Whole Life (Construction) Carbon Planning Tool

LIT 14847 - Risk guidance for capital flood risk management projects

LIT 18624 - Collaborative Delivery Framework Commercial EA staff User Guide

LIT 18625 - *Client* Support Framework User Guide

LIT 55124 - Write a Business Case

300_10 Safety, Health, Environment and Wellbeing (SHEW) Handbook for Managing Construction Projects

BIM_ECDE_IDP_User_Guide – ASite BIM2 User Guide

LIT 17093 - CDF Framework Agreement Schedules

7 Requirements of the programme

Programme

The *Consultant* shall provide a detailed project schedule in Microsoft Project Professional format version 2016 (MS Project hereafter). The *Consultant* is required to collate the Milestones for each Project programme in an overarching MS Project. This programme will be used to provide oversight of milestone clashes for individual project managers and support the ongoing resource management in the team.

8 Services and other things provided by the *Client*

Contracts to be administered

The *Client* will provide a copy of any contract to the *Consultant* which the *Consultant* is required to support the administration of. This will include the Scope/Project Form and Site Information as well as the relevant framework agreement and schedules.

Training to be provided by the *Client*

The *Client* will provide access to training materials and guidance for their web-based tools including but not limited to:

- ASite – the *Client's* BIM Collaborative Data Environment
- FastDraft – the *Client's* contract administration tool
- Microsoft Project Online – the *Client's* project management and reporting tool

Information to be provided by the *Client*

The *Client's Service Manager* will be ultimately responsible to provide all the information required to fulfil the *services*. The *Consultant* will work in partnership with the *Client* to mitigate any delays associated with the late supply of information to the *Consultant*.

Data and information management and intellectual property rights

All of the data listed as being supplied to the *Consultant* as part of this study remains the Intellectual Property of the *Client*.

Data custodianship

The data custodian for project deliverables from this commission will be the *Client's* area Partnership and Strategic Overview team.

Licensing information

Licences for LiDAR Data, Ordnance Survey mapping, model, survey, hydrometric and historical data will be provided to the *Consultant* when specifically required to fulfil the *services*.

Data security

Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption.

Further details regarding security measures will be discussed at the start-up meeting for this commission

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. Timesheets will be broken down by the *Consultant* and assigned to the individual projects that have been worked on to allow EA internal cost transfers to be submitted.

Payment procedure

Upon receipt of the application for payment, the Client's Project Managers will be provided the summary of time spent on individual projects to accept or challenge depending on the level of support received through the course of the billed period and in line with the methodology accepted in the initial quote. Payment is subject to the procedure agreed under the framework

Quality

The *Consultants* quality management system complies with the requirements of ISO9001 and ISO14001.