

Professional Service Contract

Contract Data Forms

(with amendments January 2019)

Contract Execution

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

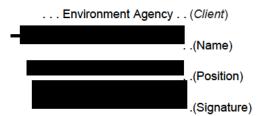
Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Turner and Townsend for Consultancy Services (the service).

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 Lot 1).

Executed under hand

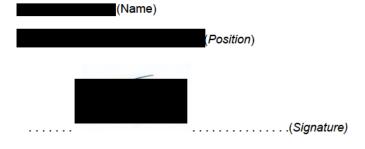
by



Turner & Townsend Project Management Ltd. (Consultant)



Turner & Townsend Project Management Ltd. (Consultant)



(Named Suppliers)

Contract Data

PART ONE -

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

Ε

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X9, X11, X18, Y(UK)2, Z1, Z2, Z3, Z5, Z8, Z9, Z12, Z125, Z130, Z131

The service is

Provision of Project Manager Services to a number of projects within the Midlands Delivery Hub of the Environment Agency

The Client is

Name

Environment Agency

Address for communications

Horizon House Deanery Road **Bristol** BS15AH

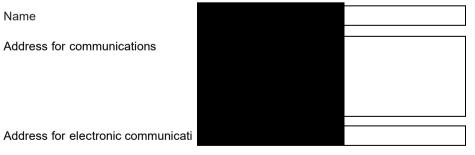
Address for electronic communications

enquiries@environment-agency.gov.uk

The Service Manager is

Name

Address for communications



The Scope is in

BIS Migration Scope - Turner and Townsend Dated 14th December 2023 Version 3

	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 <i>period for reply</i> for	n/a is n/a
	The period for retention is 6 ye The following matters will be included in the	ar(s) following Completion or earlier termination ne Early Warning Register
	Early warning meetings are to be held at longer than	intervals no 4 weeks
2 The Consultant's m	nain responsibilities	
If the <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key date</i>	The key dates and conditions to be met are condition to be met (1) (2) (3)	key date
If Option A is used	The <i>Consultant</i> prepares forecasts of the intervals no longer than	ne total <i>expenses</i> at 4 weeks
If Option C or E is used	The <i>Consultant</i> prepares forecasts of the plus Fee and <i>expenses</i> at intervals no lo	
3 Time		
	The starting date is	02/01/2024

	The Cheff provides access to the following persons, places and	umgs
	access	ccess date
	(1) Environment Agency Offices	02/01/2024
	(2) Systems and access as appropriate	02/01/2024
	The Consultant submits revised programmes at intervals no	
	longer than	4 weeks
If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>service</i>	The <i>completion date</i> for the whole of the <i>service</i> is	
If no programme is		
dentified in part two of the	The period after the Contract Date within which the	
Contract Data	Consultant is to submit a first programme for acceptance is	2 weeks
4 Quality management		
4 Quality Illanagement		
	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
	and the defects date is	20 WEEKS
5 Payment		
,	The currency of the contract is the	£ sterling
	The currency of the contract is the	£ sterning
	The assessment interval is	Monthly
-	The expenses stated by the Client are	
expenses	item amount	
	The interest rate is 2 % per annum (not less than	n 2) above the
	Base rate of the Bank of Engla	and bank
If the period in which payments are made is not	The period within which payments are made is 1 Month	
three weeks and Y(UK)2 is not used		
If Option C or E is used	The locations for which the	
and the <i>Client</i> states any	Consultant provides a charge for the cost of support people All UK offices	
ocations	and office overhead are	

If Option C is used	The Consultant's share perc	centages and the sh	are ranges a	re
	share range		C	Consultant's share percentage
	less than		%	%
	from	% to	%	%
	from	% to		%
	greater than		%	%
If Option C or E is used	The exchange rates are th	nose nublished in	Financial	
ii Option C or L is used	on 02/01/2024		, manda	
6 Compensation eve	ents			
If there are additional	None	nsation events		
8 Liabilities and insu	ırance			
If there are additional Client's liabilities	These are additional Client's (1) (2) (3) The minimum amount of covinsurance are	ver and the periods		PERIOD FOLLOWING
		COVER		WHOLE OF THE SERVICE
	The Consultant's failure to use the skill and care normal used by professionals provid services similar to the service	ling in respect of each		OR TERMINATION 6 years following Completion of the whole works or earlier termination
	Loss of or damage to proper 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	£5 million or required by la	the amount aw ch event,	12 months
	Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment i connection with the contract	£5 million or to required by la	the amount aw ch event,	For the period required by law
	The Consultant provides these	e additional insuranc	ces	

n/a

n/a

(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		£1 million		

Resolving and avoid	ing disputes	
	The <i>tribunal</i> is	Litigation in the courts
f the <i>tribunal</i> is arbitration	The arbitration procedure is	'to be confirmed'
i the <i>indunar</i> is arbitration	The arbitration procedure is	to be committed
	The place where arbitration is to be held is	'to be confirmed'
		will choose an arbitrator if the Parties cannot agree a lure does not state who selects an arbitrator is
	The Senior Representatives of the	ne <i>Client</i> are
	Name (1)	
	Address for communications	
	Address for electronic comm	unicatio
	Name (2)	Chris Milburn
	Address for communications	Horizon House Deanery Road Bristol BS1 5AH
	Address for electronic comm	unications Chris.Milburn@environment-agency.gov.uk
	The <i>Adjudicator</i> is	
	Name	'to be confirmed'
	Address for communications	'to be confirmed'
	Address for electronic comm	unications 'to be confirmed'

The Adjudicator nominating body is

Institution of Civil Engineers

X2: Changes in the la	aw		
If Option X2 is used	The law of the project is	The law of England and V jurisdiction of the courts of	
X5: Sectional Comple	etion		
f Option X5 is used	The <i>completion date</i> for each	h section of the service is	
	section	description	completion date
	(1)		
	(2)		
	(3)		
	(4)		
X7: Delay damages			
f Option X7 is used without Option X5	Delay damages for Compl	etion of the whole of the service	are per da
f Option X7 is used with	Delay damages for each se	ction of the service are	
Option X5	section	description	amount per day
	(1)		
	(2)		
	(3)		
	(4)		
	The delay damages for the	remainder of the service are	
X8: Undertakings to	Others		
f Option X8 is used	The undertakings to Others	are provided to	
X9: Transfer of Intell	ectual Property Rights		
X10: Information mod	delling		
f Option X10 is used			
f no <i>information</i> execution plan is	The period after the Con	tract Date within which the <i>Cons</i>	ultant is to submit a first 2 weeks
dentified in part two of he Contract Data		,	
(11: Termination by th	ne Client		
(13: Performance bone			

Professional Service Contract: Contract Data | 9

Client Confidential

If Option X13 is used	The amount of the performance bond is	
X18: Limitation of liab	ility	
If Option X18 is used	The Consultant's liability to the Client for indirect or consequential loss is limited to	£1 million
	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 6 years after the Completion	£1 million n of the whole of the service
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 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 paid by the *project bank*

The Consultant <u>is / is not</u> to pay any charges made and to be paid any interest paid by 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 14 days after the date on which payment becomes due

f Option Y(UK)3 is used	term	beneficiary

If Y(UK)3 is used with term beneficiary

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

Y(UK)1 the following entry is added to the table for Y(UK)3

The provisions of Options Y(UK)1

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 and that the dispute resolution procedure in the Scope, takes precedence over Option W2.

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,
- lonising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear
- 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.

Z4 Share on Termination

Delete existing clause 93.3 and 93.4 and replace with:

93.3 In the event of termination in respect of a contract relating to services there is no Consultant's share.

Z5 Secondments

When appointing Consultants on a secondment basis only:

Add clause 19

19.1 The *Client* will from starting date to Completion Date indemnify the *Consultant* against any and all liabilities, 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*.

Z7 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the *Consultant* under this contract or aprevious 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.

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.

Z125 Limitation of Liability

Under clause 87.1; after the fourth bullet point; insert the additional bullet points:

- loss of or damage to the Client's property, to the sum OF £5M
- death of or bodily injury to employees of the Consultant arising out of and in the course of their employment in connection with the contract, to the sum that the Consultant is required to insure under the contract in respect of such death or bodily injury.

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.

Z130.2 (Option C ONLY) The Prices are adjusted for the outstanding portion of the Prices for the amendment to rates in Z130.1.

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 Price 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

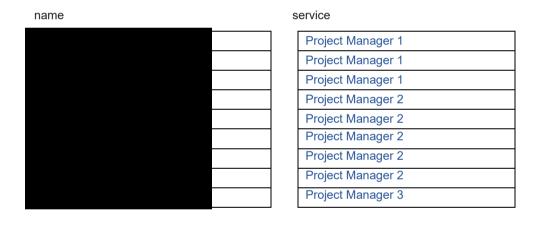
- 1 The following components of the cost of people.
- 11 Amounts calculated by multiplying each of the People Rates by the total time appropriate to that rate properly spent on work on the contract.

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 communicat The fee percentage is

The key persons are:



The following matters will be included in the Early Warning Register

No definition of requirements for travel and associated expenses in the tender and therefore no allowances included in the forecast of the prices.

2 The Consultant's main responsibilities

If the Consultant is to provide Scope

The Scope provided by the Consultant is in

N/A

5 Payment

If the Consultant states expenses

The expenses stated by the Consultant are any

item amount

Travelling / staying away to work in a co-located office owned by the **Environment Agency**

At cost

Travelling from home to the Working Area/ colocated office (unless that collocated office is also their Suppliers office)

At cost

Events such as a framework suppliers day

At cost

Travel to a test site in the UK or abroad

At cost

If Option A or C is used

The activity schedule is

If Option E is used

The forecast of the prices is

£458,447.43

Resolving and avoiding disputes

The Senior Representatives of the Consultant are

Name (1) Address for communications Address for electronic communications Name (2) Address for communications Address for electronic communications Name (1) Address for communications Address for electronic communications Name (2)

Address for communications

Address for electronic communications

X10: Information mod	elling		
If Option X10 is used			
If an information execution pla	The information execution plan identified in the Contract Data is	N/A	is to be identified in the Contract Data
Y(UK)1: Project Bank	Account		
If Option Y(UK)1 is used	The <i>project bank</i> is		
Data for the Schedule	named suppliers are of Cost Components (used only with	Options C or E)	
	The overhead percentages for the cost of support	ort people and office overhead are location	overhead percentage
	Administration - national 5%	%	
		%	
		%	
Data for the Short Sc	hedule of Cost Components (used onl	y with Option A)	
	The people rates are		
	category of person unit	rate	



Data for the Schedule of Cost Components (used only with Options C and E)

The people rates are

catego	ory of person	<u>u</u> nit	rate
		er hour	£97.99
		er hour	£74.77
		er hour	£83.31
		er hour	£87.73
		er hour	£64.80
		er hour	£38.63
		er hour	£49.53
		er hour	£71.57
		er hour	£34.89

Environment Agency NEC4 professional services contract (PSC) Scope

Project / contract information

Project name	Provision of integrated services for Midlands Hub (PCM, Area, MEICA)
Project SOP reference	ENV10003604
Contract reference	C22299
Date	14 th December 2023
Version number	3.0
Author	

Revision history

Revision date	Summary of changes	Version number
29/11/2023	First issue	1
08/12/2023	Second Revision	2
14/12/2023	Third Revision	3

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 except for the referenced Environmental MTRs which are to be superseded with LIT 65160	V12	December 2021
LIT 65160	Environment and Sustainability MTR	V1.0	24/01/2023

Exchange Requirements	Information	V3.0	01/12/2022

1 Objectives of the service provided

Objective

The Midlands Hub supports delivery of the Environment Agency FCRM Capital and Revenue Programme. In order to deliver the programme the requirement for additional services has been identified.

2 Consultant provides the services

This scope seeks to secure the following services.

• 9 No - Project Management Services (both PM1, PM2 and PM3)

The Teams that these services will support are based and are distributed across offices within the boundaries of the Midlands 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 EA 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 *services*

- a) The above services are to be provided in accordance with the specific appendices that are applicable eg Project Management services, 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 nonchargeable.
- 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 services 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 nondisclosure agreement prior to provision of the services.
- i) The Consultant's Employer will inform the Client prior to allocating their Consultant on other projects or of the individuals intention to leave the company at the earliest opportunity.

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.

Key persons will be allocated a line manager within the Environment Agency to support effective delivery of the services.

Systems access to include but not limited to: Standard access to EA systems and drives as required and including SOP, Asite, FastDraft, Microsoft Office, Microsoft Project, Learning Zone, AIRSWeb.

5 Timesheets

Timesheets as normally utilised by the *Consultants* shall be submitted with fee notes unless otherwise agreed with the *Client's* Service Manager. Electronic submissions would be acceptable. All key persons will be required to complete timesheets on SOP as advised by their EA line manager.

6 Performance management

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

Appendix 1 – 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
Commercial Services Manager (relevant geography unless conflict)	Framework Manager
	2. Framework Manager
	3. Framework Director

Appendix 2 – Bullet point of services for each type of service.

Major Project and Programme Delivery, Programme and Contract Management (PCM) EA Grades 4, 5, 6

Project Management Services (PM3, PM2, PM1)

The PCM Project Management Services will include but not limited to:

- manage the delivery of medium to high risk multi-disciplinary projects within the constraints of an agreed budget, programme, and quality criteria, to achieve successful outcomes
- contribute to the development and delivery of the departmental business plan, providing professional / technical expertise to support operational priorities in line with legislation, Environment Agency policy and required environmental outcomes
- guide, advise and support team members to resolve local issues and incidents, so that decisions are made on sound technical grounds and in line with best practice and timeframes
- monitor progress of work, identify gaps in the delivery of priorities and take remedial action to enhance the service for the appropriate reallocation of time and effort
- identify and produce required documentation and reports to agreed quality standards to support operational work, management decisions, public enquiries, court appeals etc., so that information, evidence, and Environment Agency interests are accurately and effectively presented
- participate in or lead local projects and working groups to achieve well planned and managed integrated solutions that progress effective change and improvement in the organisation and support the best environmental outcomes
- seek to influence customers and build strong partnerships internally and externally to maintain a positive reputation, response, and effective resolution of issues
- encourage and develop a safety conscious culture within the team to deliver work programmes without risk to the health & safety of the team or any other individual
- provide leadership and mentoring to other Client staff where required
- undertake the role of Service Manager on supplier NEC4 PSC where requested by the Project Executive or person with relevant authority