



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 for Provision of integrated services for South East Hub (the *service*).

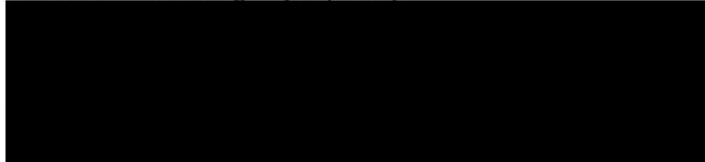
The Consultant offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The Consultant was appointed to the framework and executed the framework agreement (with reference number RM6165 **Lot 1**).

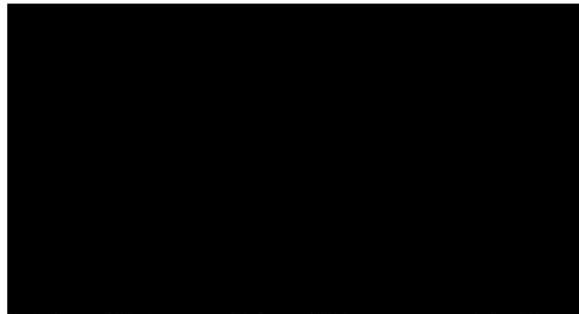
Executed under hand

by

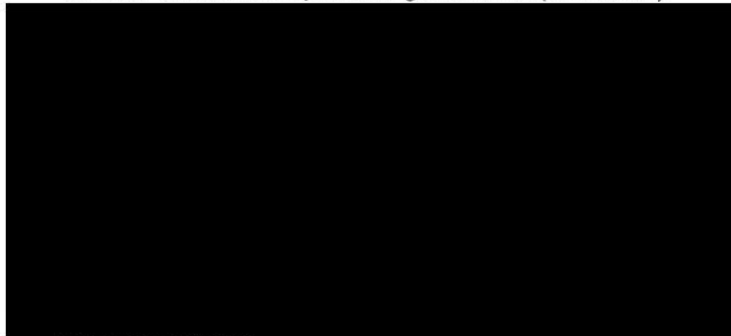
... Environment Agency ... (*Client*)



Turner & Townsend Project Management Ltd. (*Consultant*)



Turner & Townsend Project Management Ltd. (*Consultant*)



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

E

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 management services

The *Client* is

Name

Environment Agency

Address for communications

Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

enquiries@environment-agency.gov.uk

The *Service Manager* is

Name

Address for communications

Address for electronic communications

The *Scope* is in

BiS Migration Scope CPSF PSC – T&T v2

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

None

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

4 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)		
(2)		
(3)		

If Option A is used

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

4 weeks

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

02/01/2024

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

access	access date
(1) Environment Agency Offices	02/01/2024
(2)	
(3)	

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

17/05/2024

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

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 1 Month

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

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

If Option C or E is used

The *exchange rates* are those published in on (date)

6 Compensation events

If there are additional

These are additional compensation events

None

8 Liabilities and insurance

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

- (1)
- (2)
- (3)

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

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i>	<input type="text" value="£1 million"/> in respect of each claim, without limit to the number of claims	6 years following Completion of the whole works or earlier termination
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	<input type="text" value="Whichever is greater of £5 million or the amount required by law"/> in respect of each event, without limit to the number of events	12 months
Death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<input type="text" value="Whichever is greater of £5 million or the amount required by law"/> in respect of each event, without limit to the number of events	For the period required by law

The *Consultant* provides these additional insurances

(1) Insurance against	<input type="text" value="n/a"/>
Minimum amount of cover is	<input type="text" value="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 <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 *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

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

'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 *law of the project* is

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

X5: Sectional Completion

If Option X5 is used

The *completion date* for each section of the *service* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

X7: Delay damages

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the *service* are per day

If Option X7 is used with Option X5

Delay damages for each *section* of the *service* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

The delay damages for the remainder of the *service* are**X8: Undertakings to Others**

If Option X8 is used

The *undertakings to Others* are provided to

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

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract DataThe period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is**X11: Termination by the Client****X13: Performance bond**

If Option X13 is used

The amount of the performance bond is

X18: Limitation of liability

If Option X18 is used

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited toThe *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited toThe *end of liability date* is years after the Completion of the whole of the service**~~X20: Key Performance Indicators (not used with Option X12)~~**

If Option X20 is used

The *incentive schedule* for Key Performance Indicators is in

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

 months

Y(UK)1: Project Bank Account

Charges made and interest
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 (Delete as applicable)

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used
and the final date for
payment is not fourteen
days after the date on
which payment becomes
due

The period for payment is days after the date on which payment becomes due

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

If Option Y(UK)3 is used

term

beneficiary

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with

term

beneficiary

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

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,
- 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.

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*;

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*.

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.

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.

PART TWO – DATA PROVIDED BY THE CONSULTANT

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *Consultant* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is

%

The *key persons* are

name service

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/ co-located 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

£312,724.80

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.

X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract DataThe *information execution plan* identified in the Contract Data is

N/A

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is*named suppliers* are**Data for the Schedule of Cost Components (used only with Options C or E)**The *overhead percentages* for the cost of support people and office overhead are

location

overhead percentage

Administration - national

5%

%

%

%

Data for the Short Schedule of Cost Components (used only 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

category of person

unit

rate

Per hour

Per hour

Per hour

Per hour

	Per hour	
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Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract information

Project name	Provision of integrated services for South East Hub – Turner & Townsend
Project SOP reference	ENV10003646
Contract reference	C22125
Date	14/12/2023
Version number	2.0
Author	

Revision history

Revision date	Summary of changes	Version number
1.0	First issue	01/12/2023
2.0	National Changes	14/12/2023

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

customer service line
03708 506 506

www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

LIT 17641	Exchange Requirements	Information	V3.0	01/12/2022
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1 Objectives of the service provided

Objective

The South East 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*.

- 5 No. Project Management Services

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 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 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 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 non-disclosure 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
1. Commercial Services Manager (relevant geography unless conflict)	1. Framework Manager
2. National CSM (consults with relevant Framework Manager) (Simon Robinson)	2. Framework Manager
3. Framework Director (Chris Milburn)	3. Framework Director

Appendix 2

Project Management Services

The 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.