

Professional Service Contract

Contract Data Forms

June 2017 (with amendments January 2019)

CPS1-34698-2024

Professional Service Contract: Contract Data | 1

Contract Execution

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

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Turner & Townsend Project Management Limited to provide project manager support services to THM & ABRC (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).

by





(Named Suppliers)

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This page has been amended in 2019

Contract Data

PART ONE - DATA PROVIDED BY THE CLIENT

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

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments January 2019)

Main Option

Е

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X5, X7, X8, X9, X10, X11, X13, X18, X20, Y(UK)1, Y(UK)2, Z1, Z2, Z3, Z4, Z5, Z7, Z8, Z9, Z12, Z125, Z130, Z131

The service is

Project Manager Support Service for THM & ABRC - For a

period of 12 months but the parties can agree to extend for a period up to 12 months through single or multiple extensions.

The Client is

Name

Address for communications

Address for electronic communications

The Service Manager is

Name



Address for communications Address for electronic communications The Scope is in LIT 13259 - Project Management Support Services Scope THM ABRC Professional Service Contract: Contract Data | 3 This page has been amended in 2019 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 2 weeks The period for reply is except that n/a n/a The period for reply for n/a is n/a The period for reply for The period for retention is year(s) following Completion or earlier termination The following matters will be included in the Early Warning Register Any variation to the current scope 2) Reducing or extending the service for any project Adding projects to the contract Resourcing issues Early warning meetings are to be held at intervals no longer than 2 weeks 2 The Consultant's main responsibilities

If the *Client* has identified work which is set to meet a stated condition by a key date

If Option A is used

If Option C or E is used 3 Time	(1) (2) (3) The Consultant prepares forecasts of the total expenses at intervals no longer than	_
The key dates and conditions to be met are condition to be met key	The Consultant prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than 4 weeks	
date	The starting date is 23/09/2024	_
Professional Service Contract	: Contract Data 4 ne Client provides access to the following persons, places and things	
access	(1) Fast draft (2) Asite (3) Share folder (1) Fast draft (2) Asite (2) Asite (3) Share folder	
If the Client has decided The conservice is the completion date for If no programme is identified in pa	the whole of the service	
	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 sta	tement and	quality plan is	4 weeks, if not previously provided by the <i>Consultant</i>
	The period between Completic	on of the who	ole of the service	
	and the defects date is			26 weeks
5 Payment				
	The currency of the contract is t	he		£ sterling
	The assessment interval is			Monthly
If the <i>Client</i> states any expenses	The expenses stated by the Clien	t are	amount	
	nem -		amount	
	The interest rate is 2	% per a	nnum (not less than	·
payments are made is not three weeks and Y(UK)2 is not used If Option C or E is used		If the period which The p		ayments are made is
•	The locations for which the			
and the <i>Client</i> states any <i>Consi</i> locations for the cost of support		All UK offic	es	

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If Option C is used share range	The Consultant's share po	re percentages and the sha ercentage	are ranges	are
	less than %	80	%	0 – below this threshold any further savings are allocated 100% to the Client
	from %	80 % to 120	%	50
	from %	% to	%	
	greater than %	120	%	0
If Option C or E is used on (date)	The exchange rates (starting date)	are those published in	Financia	al Times
6 Compensation eve	ents			
If there are additional	These are additional of	compensation events		
		·		

8 Liabilities and insurance

If there are additional Client's liabilities

These are additional Client's liabilities

(1)	N/A
(2)	N/A
(3)	N/A

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

EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE SERVICE OR TERMINATION
The Consultant's failure to 6 use the skill and care norma used by professionals provid services similar to the service	£5 million lly Completion of the whole ling in respect of each claim,	works or earlier termination number of

Loss of or damage to property 12	months and liability for bodily	injury to					
Whichever is greater of	Whichever is greater of or death of a person (not an £5						
million or the amount employee	of the Consultant) requ	uired by law					
arising from or in connection in re	spect of each event, with the C	Consultant					
Providing without limit to	the number of						
the Service	events						
Death of or bodily injury to For the		period required by					
employees of the Consultant law		arising out of and in the course					
of their employment in connection each event.	£5 million or the amount required by law	with the contract in respect of					
'	_ ' ']					
	vithout limit to the number of events						
	events						

The Consultant provides these additional insurances

Professional Service Contract: Contract Data (1) Insurance against	n/a	This page has been amended in 2019
Minimum amount of cover is	n/a	
The deductibles are	n/a	
(2) Insurance against	n/a	
Minimum amount of cover is	n/a	
The deductibles are	n/a	
(3) Insurance against	n/a	
Minimum amount of cover is	n/a	

The deductibles are

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

n/a

£5 million

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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

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K2: Changes in the lav	V				
f 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			
f Option X5 is used	The completion date for eac	h section of the service is	X5:		
	section	description	completion date		
Sectional Completion	1				
	(4)	n/a			
	(1)	174			
	(2)	n/a			
	(3)	n/a			
	(4)	n/a			
X7: Delay damages					
f Option X7 is used without Option X5	Delay damages for Completio	on of the whole of the <i>service</i> are	e per n/a day		
Option X7 is used with Option X5	Delay damages for each sec	ction of the service are description	amount per day		
		'	, ,		
	(1)				
	(2)				
	(3)				
	(4)				
The delay	damages for the remainder of	the <i>service</i> are			
X8: Undertakings to (Others				
Option X8 is used	The undertakings to Others a	are provided to			
	_				

X9: Transfer of Intellectual Property Rights
X10: Information modelling
If Ontion V40 is used
If Option X10 is used
If no information The period after the Contract Date within which the Consultant is to submit
a first execution plan is Information Execution Plan for acceptance is identified in part two 2 weeks
of the Contract Data
X11: Termination by the Client
Professional Service Contract: Contract Data
Troissional service contract: contract bata;
X18: Limitation of liability
If Option X18 is used The Consultant's liability to the Client for indirect or consequential loss is limited to
£5 million
The Consultant's liability to the Client for Defects that are
not found until after the <i>defects date</i> is limited to
The end of liability date is years after the Completion of the whole of the service
rofessional Service Contract: Contract Data
·
V/IIV/4: Project Penk Associat
Y(UK)1: Project Bank Account
Charges made and interest The <i>Consultant</i> <u>is</u> to pay any charges made and to be paid any interest paid by the project bank project bank (Delete as applicable)
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
If Option Y(UK)2 is used The period for payment is days 14 after the date on which payment becomes due and the
final date for payment is not fourteen 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
	No terms under this contract	No beneficiaries under this contract
	term	beneficiary
If Y(UK)3 is used with		
Y(UK)1 the following entry is added to the table for Y(UK)3	The provisions of Options Y(UK)1	Named Suppliers
Professional Service Contr	act: Contract Data 7: 4/	dditional 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

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.

75 Secon	dmont	•						
-0000011	ament	-						

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
10.1.1 Wild op recondition of negligenee by or on behalf of the concentant, 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.
Oor vide Managor.

Z7 Linked contracts

ochsalion 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 that the Consultant is required to insure under the contract in respect of such loss or damage.
- 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

Consultant Lead

Commercial Lead

Risk Lead

Schedule Lead

Information Lead

The following matters will be included in the Early Warning Register

	to be uplifted on the framework anniversary in lin CPI which will impact the forecast of the prices
	ity of handover from incumbent supplier on THM Area sub-programme ases mobilization effort and cost
3. Avail	ability of resource (in particular non-incumbent for ABRC) if mobilization

The utilization model required for delivery of the service does not reflect the

5.full time requirements that formed the basis of pricing for tendered rates.

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2 The Consultant's main responsibilities								
If the Consultant is to The Scope provided by the Consultant is in provide Scope			N/A					
5 Payment								
If the Consultant states The expenses item amount	e expenses stated by the Consultant are							
	Travelling / staying away to work in a colocated office owned by the Environment Agency	cost						
	Travelling / staying away from home to the Working Area/ co- located office (unless that collocated office is also their Suppliers office)	cost						
	Events such as a framework suppliers day	ost						
f Option A or C is used	The activity schedule is							
f Option E is used	The forecast of the prices is		£1					
Resolving and avoid	ing disputes							
	The Senior Representatives of the Co	nsultant are						
	Name (1)							

Client Confidential

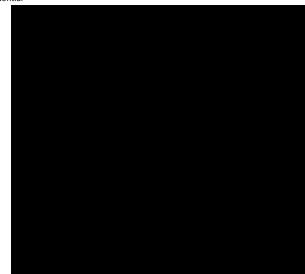
Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications



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X10: Information mo	odelling	
If Option X10 is used		
If an information The information The information plan is to be identified in the	mation execution plan identified execution. e in the Contract Data is Contract Data	
Y(UK)1: Project Bank	Account .	
If Option Y(UK)1 is used	The <i>project bank</i> is	
	N/A	
	named suppliers are	
	N/A	
Data for the Schedu	Ile of Cost Components (used only with Options C or E) The overhead percentages for the cost of support people and office overhe	and are
	location overhead percentage	au ale
	Commission Project Up to 5% % Management	
	%	
	%	
Data for the Short S	chedule of Cost Components (used only with Option A)	
	The people rates are	

unit

rate

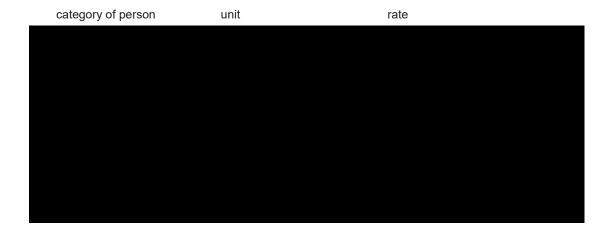
category of person

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

Client Confidential

The *people rates* are



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