

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



Framework:	Collaborative Delivery Framework
Supplier:	Atkins Ltd
Company Number:	00688424
Geographical Area:	South West
Contract Name:	DCIS Lower Risk Debris Screen Programme Outline Design a
Project Number:	ENV0004444C
Contract Type:	Professional Service Contract
Option:	Option C
Contract Number:	C15919
Stage:	Other

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name	DCIS Lower Risk Debris Screen Programme Outline Design and Detailed Design CDF Lot 1
Project Number	ENV0004444C
	<p>This contract is made on between the <i>Client</i> and the <i>Consultant</i></p> <p>• This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 <i>Client</i> and the <i>Consultant</i> and incorporating the <i>Deed of Variation which has effect from 1 April 2023 in relation to the Collaborative Delivery Framework</i>". The entire agreement and the following Schedules are incorporated into this Contract by reference</p> <p>• Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.</p> <p>• The following documents are incorporated into this contract by reference DCIoS LRDS Atkins Outline Design PSC Scope_V4.1</p>

Part One - Data provided by the *Client*
Statements given in all Contracts

1 General	<p>The <i>conditions of contract</i> 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.</p> <table><tr><td>Main Option</td><td>Option C</td><td>Option for resolving and avoiding disputes</td><td>W2</td></tr></table> <p>Secondary Options</p> <p>X2: Changes in the law</p> <p>X5: Sectional Completion</p> <p>X7: Delay damages</p> <p>X8: Undertakings to Others</p> <p>X9: Transfer of rights</p> <p>X10: Information modelling</p> <p>X11: Termination by the <i>Client</i></p> <p>X18: Limitation of liability</p> <p>X20: Key Performance Indicators</p> <p>Y(UK)1: Project Bank Account</p> <p>Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996</p> <p>Y(UK)3: The Contracts (Rights of Third Parties) Act 1999</p> <p>Z: <i>Additional conditions of contract</i></p> <p>The <i>service</i> is For the Service to Provide Outline and Detailed Design Support to the DCIoS Lower Risk Debris Screen Programme for all screens in programme</p> <p>The <i>Client</i> is Environment Agency</p> <p>Address for communications Horizon House Deanery Road Bristol BS1 5AH</p> <p>Address for electronic communications</p> <p>The <i>Service Manager</i> is Address for communications</p> <p>Address for electronic communications</p> <p>The Scope is in DCIoS LRDS Atkins Outline Design PSC Scope_V4.1</p> <p>The <i>language of the contract</i> is English</p> <p>The <i>law of the contract</i> is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales</p> <p>The period for reply is 2 weeks</p> <p>The <i>period for retention</i> is 12 years following Completion or earlier termination</p> <p>The following matters will be included in the Early Warning Register</p> <p>Early warning meetings are to be held at intervals no longer than 2 weeks</p>			Main Option	Option C	Option for resolving and avoiding disputes	W2
Main Option	Option C	Option for resolving and avoiding disputes	W2				

2 The *Consultant's* main responsibilities

The <i>key dates</i> and <i>conditions</i> to be met are	<i>key date</i>
<i>conditions</i> to be met	
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'
The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than	4 weeks

3 Time

The <i>starting date</i> is	26th June 2023
The <i>Client</i> provides access to the following persons, places and things access	<i>access date</i>

The <i>Consultant</i> submits revised programmes at intervals no longer than	4 weeks
The <i>completion date</i> for the whole of the <i>service</i> is	19 March 2025
The period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is	4 weeks

4 Quality management

The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is	4 weeks
The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	26 weeks

5 Payment

The <i>currency of the contract</i> is the £ sterling	
The <i>assessment interval</i> is	Monthly
The <i>Client</i> set total of the Prices is	£1,179,860.39
The <i>expenses</i> stated by the <i>Client</i> are as stated in Schedule 9	

The <i>interest rate</i> is	2.00%	per annum (not less than 2) above the
Base	rate of the	Bank of England
The locations for which the <i>Consultant</i> provides a charge for the cost of support people and office overhead are	All UK Offices	

If Option C is used	The <i>Consultant's share percentages</i> and the <i>share ranges</i> are:			
	<i>share range</i>			<i>Consultant's share percentage</i>
	less than	80 %		0 %
	from	80 %	to 120 %	as set out in Schedule 17
	greater than	120 %		as set out in Schedule 17

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	Atkins Ltd
Address for communications	Woodcote Grove Ashley Road Epsom Surrey KT18 5BW
Address for electronic communications	
The fee percentage is	<div>Option C</div>
The key persons are	
Name (1)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (3)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (4)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (5)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (6)	
Job	
Responsibilities	
Qualifications	
Experience	
Name (7)	
Job	
Responsibilities	

Qualifications
Experience

The following matters will be included in the Early Warning Register

For the avoidance of doubt Z125 does not apply to this PSC, it is u
Z120 Carbon Reduction – Targets, amounts and dates to be confir

3 Time

The programme identified in the Contract Data is
Programme 2D-8_2303031 1F

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

Address for electronic communications [redacted]

Name (2)
Address for communications

Address for electronic communications

X10: Information Modelling

The *information execution plan* identified
in the Contract Data is
tbc

Y(UK)1: Project Bank Account

[Redacted]

named suppliers are

[Redacted]

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 X5: Sectional Completion

The <i>completion date</i> for each <i>section</i> of the <i>service</i> is		
<i>section</i>	<i>description</i>	<i>completion date</i>
1	Section Completion - Batch 1 (50 Nr X Screens)	16 November 2023

X7 plus X5

Delay damages for each <i>section</i> of the <i>service</i> are		
<i>section</i>	<i>description</i>	<i>amount per day</i>
1	Section Completion - Batch 1 (50 Nr X Screens)	£141.00

The delay damages for the remainder of the *service* are £141.00

OPTION X8: Undertakings to Others

The *undertakings to Others* are provided to

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 £5,000,000

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 12 years after the Completion of the whole of the *service*

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17

A report of performance against each Key Performance Indicator is provided at intervals of 3 months

Y(UK)1:Project Bank Account

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

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

The period for payment is 14 days after the date on which payment becomes due

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

term *beneficiary*

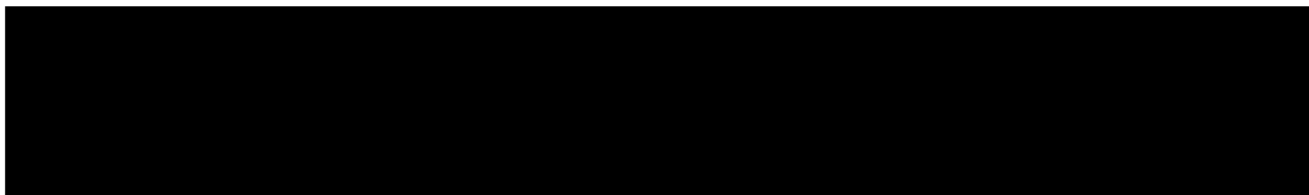
term *beneficiary*
The provisions
of Y(UK)1

Contract Execution

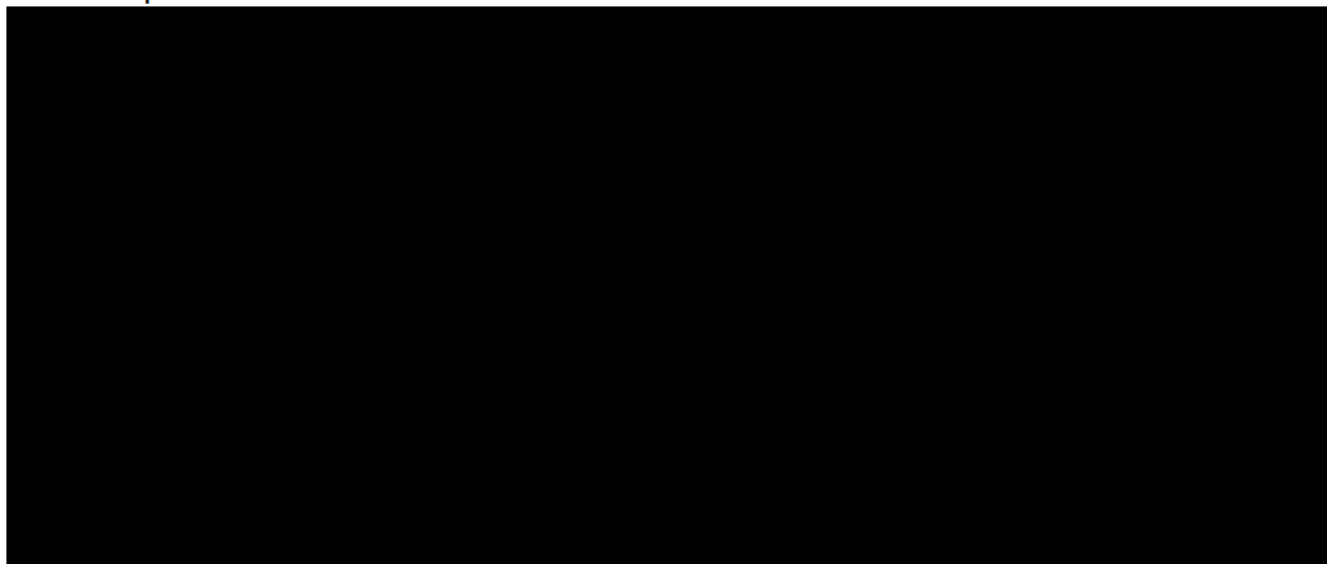
Client execution

Signed as a Deed by [PRINT NAME]

for and on behalf of the Environment Agency



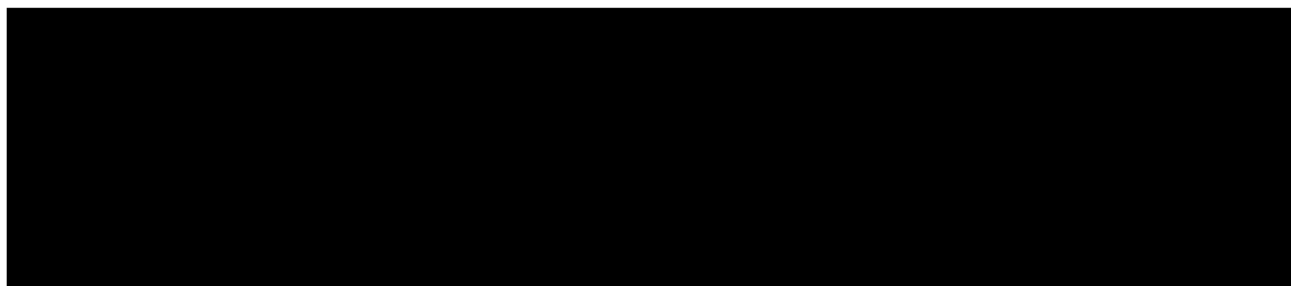
In the presence of:



Signed as a Deed by [PRINT NAME]

for and on behalf of

Atkins Ltd



In the presence of:

