



Framework:
Supplier:
Company Number:

Collaborative Delivery Framework
Atkins Ltd
00688424

Geographical Area:
Contract Name:
Project Number:

South West
Salisbury Design Support
ENVIMSW002033

Contract Type:
Option:

Professional Service Contract
Option C

Contract Number:

Stage:

Site_Design_Queries

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name	Salisbury Design Support
Project Number	EN05H5W002033
	This contract is made on between the Client and the Consultant
	• This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2017 Client and the Consultant in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
	• Schedules 1 to 22 inclusive of the Framework schedules are relied upon within this contract.
	• The following documents are incorporated into this contract by reference Salisbury Construction Design Support PSC_V4_17Feb23

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

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.

Main Option	Option C	Option for resolving and avoiding disputes	W2
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Secondary Options

X1: Changes in the law

X9: Transfer of rights

X10: Information modelling

X11: Termination by the Client

X18: Limitation of liability

X20: Key Performance Indicators

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

Y(UK3): The Contracts (Rights of Third Parties) Act 1999

Z: Additional conditions of contract

The service is The Objective of this commission is for the Consultant to provide design support during construction to the Clients Contractor, and to produce an O&M and H&S file for the

The Client is Environment Agency

Address for communications Horizon House
Downey Road
Bristol
BS1 5AR

Address for electronic communications

The Service Manager is

Address for communications

Address for electronic communications

The Scope is in
Salisbury Construction Design Support PSC_V4_17Feb23

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 6 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 deliver and conditions to be met are

Any 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 04 May 2023

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

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

The completion date for the whole of the service is 31 October 2024

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 plan 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 Client set total of the Prices is £123,803.63

The expenses stated by the Client are as stated in Schedule 9

The interest rate is 2.00% per annum (not less than 2) above the 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

If Option C is used

The Consultant's share percentages and the share ranges are:
share range
less than 80 %
from 80 %
greater than 100 %
200 %
Consultant's share percentage
0 %
as set out in Schedule 17

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 COVER	PERIOD FOLLOWING COMPLETION OF THE WORK OR THE SERVICE OR TERMINATION
The Consultant's failure to use the staff and cars normally used by professional providing services under to the service	£5,000,000 in respect of each claim, without limit to the number of claims	6 years after Completion
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Consultant) arising from or in connection with the Consultant providing the Service	£15,000,000 in respect of each claim, without limit to the number of claims	6 years after Completion
Death of or bodily injury to the employees of the Consultant arising out of and in the course of their employment in connection with the contract	Legal expenses in respect of each claim, without limit to the number of claims	For the period required by law
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	£5,000,000	

Resolving and avoiding disputes

The tribunal's litigation is the courts

The Adjudicator is	to be confirmed'
Address for communications	to be confirmed'

Address for electronic communications	to be confirmed'
The Adjudicator nominating body is	The Institution of Civil Engineers

2 Clauses

21 Disputes

Delete existing clause W2.1

22 Prevention

The last of clause 18 Prevention is deleted.
Delete the text of clause 60.1(2) and replace by:
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 construction 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.

23 Disallowed Costs

Add the following 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 Scope/quality plan
• Suspension of the Consultant's right to sue
• Additional costs or others 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 obvious cost
• For working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design errors
• Production or preparation of self-generated material
• Excessive charges for project management time on a commission for secondments or full time appointments (greater than 2% of completion value)
• Any time exceeding 8 per day values with prior written agreement of the Service Manager
• Any time for travel beyond the location of the nearest consultant office to the project unless previously agreed with the Service Manager
• Attendance of different individuals to meetings/workshops etc who have not been previously listed by the Service Manager
• Costs associated with the attendance at additional meetings after programme Completion, if delay is due to Consultant performance
• Costs associated with notifications 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
• Work incurred due to a breach of safety requirements, or due additional work to comply with safety requirements
• Work incurred as a result of the Client issuing a Value or Red Card to pursue a Performance Improvement Plan
• Work incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

24 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'

26 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

27 Consultant's share

Delete existing clauses 54 and 93.3 and replace with:
54.1 The Service Manager assesses the Consultant's share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided to Date.
The difference is divided into increments falling within each of the share ranges. The limit of a share range are the Aggregated Price for Service Provided to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The Consultant's share equals the sum of the products of the increment within each share range and the corresponding Consultant's share percentage.
54.2 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the Consultant is paid its share of the saving. If the Aggregated Price for Service Provided to Date is greater than the Aggregated Total of the Prices, the Consultant pays its share of the excess.
54.2.1 prior to Completion of the whole of the service, the Price for Service Done to Date exceeds 11% of the Total of the Prices, the amount it exceeds 11% of the total of the Prices is retained from the Consultant.
54.3 If, prior to the Completion Date, the Price for Service Provided to Date exceeds 100% of the total of the Prices, the amount it exceeds 100% of the total of the Prices is retained from the Consultant.
54.4 The Service Manager makes a preliminary assessment of the Consultant's share at Completion of the Whole of the service using the sum of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is known as the interim share following completion of the whole of the service.
54.5 The Service Manager makes a final assessment of the Consultant's share, using the final Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. The share is known as the final amount due.
93.3 If there is a termination except if 24 applies, the Service Manager assesses the Consultant's share after certifying termination. The assessment uses as the Aggregated Price for Service Provided to Date the sum of:
• the total of the Defined Cost which the Consultant has paid and
• which it is committed to pay for work done before termination and
• the total of the Defined Cost which the Consultant or Contractor has paid and
• which it is committed to pay in the partner contract before the date the termination certificate is issued under this contract.
The assessment uses as the Aggregated Total of the Prices the sum of:
• the total of
• the lump sum price for each activity which has been completed and
• a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed.

and

- the total of
- the lump sum price for each activity which has been completed and
- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

in the partner contract before the date the termination certificate is issued under this contract.

ADD

- 11.2(25) The Aggregated Total of the Prices is sum of
- the total of the Prices and
- the total of the Prices in the partner contract

- 11.2(6) The Aggregated Price for Service Provided to Date is the sum of
- the Price for Service Provided to Date and

223 Linked contracts

Issues relating to design or work on this contract due to a fault or error of the Consultant will neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensation event under the contract or any subsequent contract under this project or programme.

224 Requirement for Invoice

Add the following reference to the end of clause 70.1:
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 replace with:
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

225 Risk and insurance

The Consultant is required to submit insurances annually in Clause 24 of the Framework Agreement

29 Payment for Service Provided to Date

Delete existing clause 11.2 (10) and replace with:
11.2 (20) The Price for Service Provided to Date is the total Defined Cost which the Service Manager forecasts will have been paid by the Consultant before the next assessment date due the Fee. The Price for Service Provided to Date shall not exceed the forecast for the same as provided under clause 20.9

2113 PMC - Fee adjustment for non-compliance with Scope

Delete existing 11.2 (8) and replace with the following clause:
The Fee is the amount calculated by applying the fee percentage to the amount of the Defined Cost, excluding the cost of Subcontractors that have not complied with procurement by best value processes as defined in the Scope. 80% of the fee percentage is applied to the amount of the Defined Cost for Subcontractors that have not complied with procurement by best value processes as defined in the Scope.

2120 PMC - Carbon reduction

Activity	Carbon words
2120	CLAUSE NOT APPLICABLE TO THIS STAGE
21.1	Early Warning
21.2	Accepting Defects
21.3	Performance Requirements
21.4	Performance Requirements
21.5	Performance Requirements
21.6	Performance Requirements
21.7	Performance Requirements
21.8	Performance Requirements
21.9	Performance Requirements
21.10	Performance Requirements
21.11	Performance Requirements
21.12	Performance Requirements
21.13	Performance Requirements
21.14	Performance Requirements
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21.16	Performance Requirements
21.17	Performance Requirements
21.18	Performance Requirements
21.19	Performance Requirements
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21.97	Performance Requirements
21.98	Performance Requirements
21.99	Performance Requirements
21.100	Performance Requirements

Activity	Carbon words
2120	CLAUSE NOT APPLICABLE TO THIS STAGE
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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

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*

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)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

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 communication

The *fee percentage* is

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

- Site Attendance to be provided by Atkins and will be a CE
- Increase in project duration from 78 weeks (earlier start date)
- Z120 clause not applicable to this contract
- For the avoidance of doubt Z125 does not apply to this PSC, it is u
- CST issued prior to 2023 People Charge Rate annual review, there

3 Time

The programme identified in the Contract Data is

tbc

5 Payment

The *activity schedule* is
not applicable

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)
Address for co

Address for ele

Name (2)
Address for communications

Address for electronic communications

X10: Information Modelling

The *information execution plan* identified
in the Contract Data is
to be confirmed

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]



for and on behalf of the Environment Agency

Project Manager

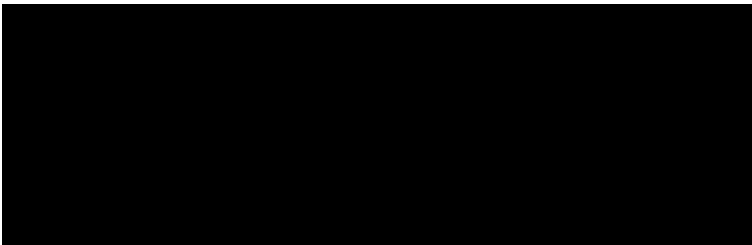
Role

Consultant execution

Signed Underhand by

for and on behalf of

Atkins Ltd



Authorised signatory

Role

