



**Framework:** Collaborative Delivery Framework  
**Supplier:** Atkins Ltd  
**Company Number:** 00688424

**Geographical Area:** South West  
**Project Name:** Sutton Harbour Gates Atkins Design and Construction Support  
**Project Number:** ENV000255C

**Contract Type:** Professional Service Contract  
**Option:** Option E

**Contract Number:** 33045

Revision	Status	Originator	Reviewer	Date

**PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA**

**Project Name** Sutton Harbour Gates Atkins Design and Construct on Support

**Project Number** ENV000255C  
This contract is made on 26 July 2021 between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 between the *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  
Sutton Harbour Gates Atkins Design and Construct on Support PSC E

**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 E	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X5: Sectional Completion
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X18: Limitation of liability
- X20: Key Performance Indicators
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *service is* Detailed design and Construct on support services for the Sutton Harbour seal and haunching repairs

The *Client is* Environment Agency  
Address for communications Manley House  
Kestrel Way  
Exeter  
EX2 7LQ  
Address for electronic communications [Redacted]  
The *Service Manager is* [Redacted]  
Address for communications Environment Agency  
Manley House  
Kestrel Way  
Exeter  
EX2 7LQ  
Address for electronic communications [Redacted]

The *Scope is in* Sutton Harbour Gates Atkins Design and Construct on Support PSC E

The *partner contract is* not used  
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 dates and conditions* to be met are  
*conditions* to be met *key date*  
'none set' 'none set'  
'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* 26 July 2021  
The *Client* provides access to the following persons, places and things  
access *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 March 2022  
 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 policy 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 *Pr ces* is £133,719.29  
 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 Base 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

#### 6 Compensation events

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st July 2021 and 31st August 2021
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 WHOLE OF THE <i>SERVICE</i> 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>	£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 <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> providing the <i>Service</i>	£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 <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	Legal minimum in respect of each claim, without limit to the number of claims	For the period required by law
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	£5,000,000	

#### Resolving and avoiding disputes

The *tribunal* is litigation in the courts  
 The *Adjudicator* is 'to be confirmed'  
 Address for communications 'to be confirmed'

Address for electronic communications  
The Adjudicator nominating body is

['to be confirmed'](#)  
The Institution of Civil Engineers

## Z Clauses

### Z1 Disputes

Delete existing clause W2.1

### Z2 Prevention

The text of clause 18 Prevention is deleted.

Delete the text of clause 60.1(12) and replaced 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 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

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 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 or 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 to 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
- Was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

### Z6 The Schedule of Cost Components

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

### Z23 Linked contracts

Issues requiring redesign or rework 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 this contract or any subsequent contract under this project or programme.

### Z24 Requirement for Invoice

Add the following sentence to 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 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

### Z25 Risks and insurance

The *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement

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

<i>section</i>	<i>description</i>	<i>completion date</i>
1	Completion of design scope for Construction	30 July 2021
2	Completion of Construction Support Services during Delivery	31 March 2022

### X7 plus X5

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

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	Completion of design scope for Construction	£195.00
2	Completion of Construction Support Services during Delivery	

### 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  
Address for communications

Atkins Ltd  
Woodcote Grove  
Ashley Road  
Epsom  
Surrey  
KT18 5BW

Address for electronic communications

The *fee percentage* is

Option E

The *key persons* are

Name (1)

Job  
Responsibilities  
Qualifications  
Experience

Principal Engineer  
Project Manager

Name (2)

Job  
Responsibilities  
Qualifications  
Experience

Name (3)

Job  
Responsibilities  
Qualifications  
Experience

Name (4)

Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register

### 3 Time

The programme identified in the Contract Data is

### 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

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

# Contract Execution

## Client execution

Signed under hand by

for and on behalf of the Environment Agency



Project Executive

Signature

Role

## Consultant execution

### Consultant execution

Signed under hand by



for and on behalf of

Atkins Ltd



Commercial Manager

Signature

Role