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

Geographical Area: **South West**
Contract Name: **Holbeam Dam Phase 2 Construction Design Support**
Project Number: **ENV0002504C**

Contract Type: **Professional Service Contract**
Option: **Option C**

Contract Number: **P-32110**

Stage: **Site_Design_Queries**

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

Project Name	Holmes Dam Phase 2 Construction Design Support
Project Number	RRXXXXXXX-C

This contract is made on   31 August 2023
between the Client and the Consultant

This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2018 and Framework Agreement Schedule dated 1st April 2018 between the Client and the Consultant n must on to the Collaborative Delivery Framework. The terms agreement and the following Schedules are incorporated into this Contract by reference

Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.

The following documents are incorporated into this contract by reference
LOT 1 D245 - Holmes Dam Phase 2: Construction design support v1.docx

Part One - Data provided by the Client

**Statements given in
all Contracts**

1 General   The conditions of contract are the core c ause and the clauses for the following m a in Option the Option for marking and avoiding disputes and secondary Options of the NEC Professional Service Contract June 2017

Main Option	Option C	**Opt ion for marking and service disputes**	W2

Secondary Options

X2: Changes in the law

X3: Transfer of rights

X10: Information modeling

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 Part ies) Act 1999

Z: Additional conditions of contract

The service is   Design support services for the construct on phase 2 of Holmes Dam REDE works

The Client is   Environment Agency

Address for communication   Horizon House
                                   Deanery Road
                                   Bristol
                                   BS1 5AH

Address for e-notices communications

The Service Manager is   ██████████
Address for communication   Mantell Way
                                   Newton Industrial Estate
                                   Exeter
                                   EX2 7LQ

Address for e-notices communications

The licence is   LOT 1 D245 - Holmes Dam Phase 2: Construction design support v1.docx

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   4 years   following Completion or earlier termination

The following matters will be be ruled in to 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 km dates and conditions to be met are
conditions to be met	key date
none ref	'none ref'
none ref	'none ref'
none ref	'none ref'

The Consultant prepares forecasts of the total Defined Cost plus Fee
and expenses at intervals no longer than

3 Time

The starter date is	31 August 2023

The Client provide access to the following persons places and things

access   access date

6 Compensation events

These are additional compensation events

1. not used"

2. not used"

3. not used"

. 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 SERVICE OR TERMINATION
The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	**£1,000,000** in respect of each claim without limit to the number of c aims	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 connect on with the Consultant Providing the Service	**£5,000,000** in respect of each claim without limit to the number of c aims	6 months 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 minimum 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 stated in.	**£5,000,000**	

Resolving and avoiding disputes

The tr bunal is litigation in the courts

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

Address for e-ectronic communications.   'To be confirmed'

The Adjudicator nominating body is   The Inst tution of Civil Eng neers

Z Clauses

Z1 Disputes
Delete existing clause W2.1

Z2 Prevention
The text of c ause 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 revol ution insurrect on military or usurped power;
  Strikes riots and civil commotion not confined to the employees of the Consultant and sub conta tants
  Ionis ng rad at on or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel
  Radioactive toxic exp osive or other hazardous properties of an explosive nuc ear device
  Refuse of war
  Fire and explosion
  Impact by aircraft or other aerial dev ce or t hing 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 fa ure to follow standards in Scope/quality plans
  Reorganisat on of the Consultant's project team
  Additional costs or delays incurred due to Consultant's f ilure to comply with published and known guidance or standard approach
  Exceed ng the Scope without prior instruction that leads to abortive cost
  Re-working of documents due to inadequate QA prior to submiss on i.e. grammat cal factual arithmet cal or design errors
  Product on or preparation of se f-promotional material
  Excessive charges for project management time on a commission for secondments or full time appointments (greater than 5% of commiss on value)
  Any hours exceed ng 8 per day un ess with pr or written agreement of the Service Manager
  Any hours for travel beyond the location of the nearest consultant office to the project unless prev ously 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 in add tional meetings after programmed Comp et on f 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 de very 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 resu t of the Client issuing a Yellow or Red Card to prepare a Performance Improvement Plan
  Was incurred as a result ng of rectifying a non- compliance with the Framework Agreement and/or any cut off
contracts following an audit

Z4 Share on termination
Delete existing clause 93.3 and 95. and replace w th:
93.3 In the event of termination in respect of a contract relat ng to serv ces there s no Consultant's share

Z6 The Schedule of Cost Components
The Schedule of Cost Components are as defined in the Framework Schedule 9.

Z7 Consultant's share
9 .1 The Service Manager assess the Consultant's share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Prov ded to Date.
The d fference s divided into ncrements falling within each of the share ranges. The imits of a share range are the Aggregated Price for Service Provided to Date div ded 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 correspond ng Consultant's share percentage.
9 .2 If the Aggregated Price for Serv ce 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 s greater than the Aggregated Total of the Prices the Consultant pays its share of the excess.
9 .2A If pr or to Completion of the whole of the service the Price for Service Done to Date exceeds 110% of the total of the Prices the amount in excess of 110% of the total of the Pr ces is released from the Consultant.
9 .3 If prior to Completion Date the Price for Service Prov ded to Date exceeds 110% of the total of the Prices the amount in excess of 110% of the total of the Prices is released from the Consultant.
9 . The Service Manager makes a pre iminary assessment of the Consultant's share at Completion of the Whole of the service using forecasts of the final Aggregated Price for Service Prov ded to Date and the final Aggregated Total of Pr ces. This share s included in the amount due following Completion of the whole of the serv ces.
9 . The Service Manager makes a final assessment of the Consultant's share us ng the final Aggregated Price for Serv ce Provided to Date and the final Aggregated Total of the Prices. Th s share is included in the final amount due.
90.3 If there s a terminat on except if 2 app ies 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 Consu tant has paid and
  − which it is committed to pay for work done before terminat on
and
  the total of
  − the Defined Cost which the Consu tant or Contractor has paid and
  − which it is committed to pay
  in the per on r contract before the date the termination certificate s ssued 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 ump sum price for each incomplete activity which s 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 ump sum price for each incomplete activity which s the proportion of the work in the activity which has been completed
Add:
11.2(35) The Aggregated Total of the Prices is sum of
  the total of the Prices and
  the total of the Prices n the partner contract

11.2(36) The Aggregated Price for Serv ce Provided to Date is the sum of
  the Price for Service Provided to Date and
  the Price for Service Provided to Date or the Price for Work Done to Date n the partner contract .

Z22 Linked contracts
Issues requ ng redesign or rework on this contract due to a fault or error of the Consultant w ll neither be an allowable cost under this contract or any subsequent contract nor will t be a Compensat on 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 nvoice to the other Party for the amount to be paid within one week of the Service Manager c rtificate.
Delete existing clause 51.2 and replace w th:
51.2 Each certified payment is made by the later of
  one week after the pay ng Party receives an nvoice from the other Party and
  three weeks after the assessment date or if a d fferent period s stated in the Contract Data within the period stated.
If a certif ed payment is ate or if a payment s late because the Service Manager has not issued a certificate which should be ssued interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made unt the date when the late payment is made and is ncluded in the f rst assessment after the late payment is made

Z25 Risks and insurance
The Consultant is required to submit insurances annua ly as Clause 2 of the Framework Agreement

Z 29 Payment for Service Provided to Date
Delete existing clause 11.2 (31) and replace w th:
"11.2 (31) 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 plus the Fee. The Price for Service Provided to Date shall not exceed the forecast for the same as provided under clause 20.5"

Z211 PIIC – Fee adjustment for non compliance with Scope
Delete existing 11.2 (8) and replace with the following clause
The Fee s the amount calculated by apply ng 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 Def ned Cost for Subcontractors that have not complied with procurement by best value processes as defined n the Scope.

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 communications   ██████████████

The *fee percentage* is

Option C	53.50%

The *key persons* are

Name (1)   ████████
Job   ████████
Responsibilities   Contract Management
Qualifications   BEng (Hons) CEng MICE
Experience   20 years

Name (2)   ████████
Job   ██████████
Responsibilities   Project Director
Qualifications   BSc MSc Ceng MICE
Experience   19 years

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

Inflation provisions to be agreed, including rate adjustment to be a

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 communications
            500 Park Avenue
            Bristol
            BS32 4RZ

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

to be confirmed

Contract Execution

Client execution

Signed Underhand by ███████████   for and on behalf of the Environment Agency

████████████████████ 25/08/2023

██████████████████

Signature	Date

Project Manager 1
On behalf of ███████████ (Project Executive)

Role

Consultant execution

Signed Underhand by   for and on behalf of   Atkins Ltd

████████

████████████ 25/08/2023

Signature	Date

Authorised signatory

Role