



Framework:	Collaborative Delivery Framework
Supplier:	Atkins Ltd
Company Number:	[REDACTED]
Geographical Area:	South West
Project Name:	T98 and PSRA Inspections
Project Number:	[REDACTED]
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	30554

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name T98 and PSRA Inspections

Project Number ENV0003305C

This contract is made on 29 October 2020
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
Scope:
T98 and PSRA Inspections Scope v1
Dated: 02/09/2020

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
- 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 Delivery of programme of National T98 Asset Inspections and Public Safety Risk Assessments

The *Client* is Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is

Address for communications

Address for electronic communications

The *Scope* is in
T98 and PSRA Inspections Scope v1
Dated: 02/09/2020

The *partner contract* is
Not Applicable

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
Additional inspections requested by the Client
Budget is increased to allow more inspections to be undertaken

Early warning meetings are to be held at intervals no longer than 2 weeks

2 The *Consultant's* main responsibilities

The <i>key dates</i> and <i>conditions</i> to be met are	
<i>conditions</i> to be met	<i>key date</i>
'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 07 September 2020

The <i>Client</i> provides access to the following persons, places and things	
access	<i>access date</i>
Access to Client Area Representative(s)	07 September 2020
Asite	07 September 2020
Fastdraft	07 September 2020

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

The *completion date* for the whole of the *service* is 31 March 2021

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is 1 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 1 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 *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

- 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 and 31st October 2020
1.

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 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 <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<i>Legal minimum</i> in respect of each claim, without limit to the number of claims	<i>For the period required by law</i>
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

Address for communications

'to be confirmed'

'to be confirmed'

Address for electronic communications

'to be confirmed'

The *Adjudicator nominating body* is

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 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
- 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

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 X10: Information modelling

The period after the Contract Date within which the *Consultant* is to submit a first Information Execution Plan for acceptance is 1 weeks

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000.00

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000.00

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

f

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency



Project Manager 1

Signature

Role

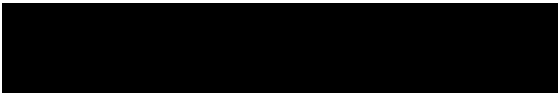
Consultant execution

Consultant execution

Signed under hand by

for and on behalf of

Atkins Ltd



Signature

Role

Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract Information

Project name	T98 Asset & PSRA Inspections
Project SOP reference	██████████
Contract reference	██████
Date	02/09/2020
Version number	1
Author	██████████

Revision history

Revision date	Summary of changes	Version number
02/09/2020	First issue	1.0

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *services* are to be compliant with the following version of the Minimum Technical Requirements:

Document	Document Title	Version No	Issue date
412_13_SD01	Minimum Technical Requirements	9	18/03/2020

Details of the services

Details of the *services* are:

1. Description of the work:

Objective

The objective is to allow the *Client*, to comply with its Key Performance Indicator (KPI) obligations, by packaging together individual T98 Flood Defence Asset Condition inspections and Public Safety Risk Assessment inspections (PRSA's) as and when instructed by the *Client*.

The strategic driver for this programme is KPI compliance. The Asset Information Management System (AIMS) database, must be kept up to date in order to accurately forecast future works and to enable the *Client* to comply with KPI's 881 (assets to be inspected at correct frequencies), 962 (assets to be kept at appropriate condition grade), 965 (prioritisation of works post-inspection) and 970 (achievement of prioritised works).

There is a planned and reactive requirement of packaging together individual national T98 flood defence asset condition inspections and Public Safety Risk Assessment inspections (PRSA's). The planned requirement follows the resource requirement schedule contained in Appendix 1, the re-active requirement could follow any additional requirement by the *Client* for more resources, or following a major flood incident when Inspections are required quickly for any affected assets. Any Re-active requirement will be dealt with by way of a Compensation Event following a request for additional resources from the PCM *Service Manager*.

Outcome Specification

The required outcome is to undertake a programme of Asset and PSRA Inspections as directed by the *Client*.

The *Client's* Service Manager shall co-ordinate the national programme and inform the *Consultant* of the number of inspectors required and the best estimate for how long the resources are required within the respective areas. This is summarised in the Resources Requirement Schedule attached in Appendix 1.

The *Consultant* shall look to package inspections such that they prove value for money to the *Client* and provide the *Client* with a financial forecast at a frequency of once per calendar month, detailing forecast and actual spend, during active periods where inspections are taking place only.

It shall be the *Consultant's* responsibility to plan inspections around tides and weather conditions as they see fit.

Information gathered by the inspectors during time working for the *Client* shall remain the property of the *Client*. All relevant information shall be uploaded to AIMS as directed by the *Client* and issued to the *Client's* Local Asset Performance Team or their successor team; Asset Inspection Coordinator(s) or Operational Manager(s) or their representative as advised.

Project Management

The *Client's Service Manager* will coordinate with the *Client's* Local Asset Performance Team or their successor team; Asset Inspection Coordinator(s) or Operational Manager(s) or their representative as advised, to define the level of resource required in each Area nationally. Then coordinating with the *Consultant* to ascertain and agree resources on a National basis. The agreed resource for the Planned Requirements are detailed in the Resource Requirement Schedule. Any additional resource requirement will be co-ordinated by the *Client's Service Manager*. The *Consultant* will respond back to the *Client* with resource availability within 24 hours of any additional resource request. Additional staff will be agreed by the *Client's Service Manager* based upon a criteria of availability, location close to the inspections and cost.

The *Consultant* shall give 1 weeks' notice of any changes to the named inspectors. The *Client's Service Manager* will review any proposed changes and will confirm whether these proposed changes are accepted or rejected, within 1 week of receipt.

The *Consultant's* agreed staff from the Resource Requirement Schedule will make contact with the Representative of the *Client's* Local Asset Performance Team, to discuss what inspections are required, by when and where. This will allow the *Consultant* to complete their Risk Assessment and Method Statement (RAMS) for undertaking the *Services*. Full details of the *Consultant's* staff, the *Client's* area Local Asset Performance Team they will be working for and the Name and contact information for the Representative of the Local Asset Performance Team is contained in the Resource Requirement Schedule in Appendix 1.

The *Consultant's* appointed staff will take day to direction from the Representative of the *Client's* Local Asset Performance Team. They will undertake T98 Asset Inspections and PRSA's as directed by these representatives. An iPad will be issued to each of the Asset Inspectors.

Where possible *Consultant's* staff will work in the *Client's* Areas that are geographically close to their home or their office. This is to try and avoid any unnecessary travelling and overnight stays. In certain circumstances travelling and overnight stays are unavoidable, but preference will always be given to locally based staff. The *Consultant* should plan efficiently and report on any carbon and cost savings made by using locally based resources.

Training

All T98 Inspectors chosen will have received the initial T98 Training with RAB Consultants, as previously arranged by the *Client*.

To become a fully accredited T98 Inspector, each *Consultant's* staff member will be required to submit their correct number of inspections to RAB for review. Following this RAB will issue the T98 Asset Inspection accreditation.

Further training for *Consultant's* staff on Public Safety Risk Assessments (PSRA's) is being arranged by the *Client* for the 22nd and 23rd September 2020.

Health & Safety

The *Consultant* shall be expected to comply with the *Client's* Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP) at all times. Document reference 677_15 (30/05/2018), 1.1 - Safety, Health, Environment and Wellbeing (SHEW) and 1.2 - Code of Practice (CoP)

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If the *Consultant* encounters any hostility from third parties, at any *Client* site, the *Consultant* shall withdraw immediately. Safety of those inspecting is paramount and shall be reported as soon as reasonably practical, to the *Client*, detailing the nature of the hostility towards them.

If a site is deemed unsafe to inspect, then this shall be reported back to the *Client* along with the evidence and reasons, which illustrates why the inspection could not take place.

The *Client* shall provide any information on Health & Safety risks and Hazards that they are aware of, to allow the Consultant to write their own site specific Risk Assessment and Method Statement (RAMS). The information provided should include an access plan to the Asset from the public highway and include the assets boundaries for the inspection to take place.

The services specifically excludes the following:

- a) No appraisal work
- b) No design work

2. Drawings, site information or reports already available

- a) All drawings, site information, reports, asset access issues, landowner information including hostile sites will be passed on by the respective Representatives of the Client's Local Asset Performance Teams

3. Constraints on how the *Consultant* provides the services

- a) Day to day direction on all T98 Asset Inspections and PSRA's will be given by the respective Representatives of the Client's Local Asset Performance Teams
- b) Any additional work is to be agreed in writing and by a Compensation Event with the *Client's Service Manager*
- c) Inspections are only to be undertaken by approved persons that are listed in the Resource Requirement Schedule in Appendix 1, or those persons subsequently approved by the *Client's Service Manager*.

4. Requirements of the programme

- a) The programme complies with the requirement of the Resource Requirement Schedule in Appendix 1.

5. Services and other things provided by the *Client*







- a) ASite

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b) The *Client* shall provide a letter of introduction that the *Consultant* can take to site and if challenged by third parties can produce this, along with their own identification, to show they are working on the Environment Agency's behalf. Where a Notice of intended Entry is required, this shall be provided by the *Client*.

c) Fastdraft

Appendix 1 – Resource Requirement Schedule

Area					
	Resource Available	Contractor	Start Date	Finish Date	Duration (months)
Yorkshire					
East Midlands			02/11/2020	31/01/2021	3.0
					
West Midlands					
Hertfordshire and North London					
Devon, Cornwall					
East Anglia and Northampton			14/09/2020	31/03/2021	7.5
					

Days per Week	No. of Days Working (Approx)	Lone Working	Area Representative
			[REDACTED]
			[REDACTED]
5			[REDACTED] [REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED]
			[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
			[REDACTED] [REDACTED] [REDACTED]
4			[REDACTED] [REDACTED] [REDACTED]
			[REDACTED]
			[REDACTED]