



Framework: Collaborative Delivery Framework

Supplier: Atkins Ltd Company Number: 00688424

Geographical Area: South West

Contract Name: Rother Tidal Walls East - Site Supervisor and ECoW

Project Number: ENVIMSO001254

Contract Type: Professional Service Contract

Option: Option E

Contract Number: C19668

Stage: Other

Revision	Status	Originator		ewer	Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Rother Tidal Walls East - Site Supervisor and ECoW

Project Number ENVIMSO001254

This contract is made on 01 August 2023 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 23 inclusive of the Framework schedules are relied upon within this contract.

The following documents are incorporated into this contract by reference LIT 56416 - PSC Scope RTWE Supervisor and ECoW 412_13_SD11 - vFinal

Part One - Data provided by the Client

Statements given in all Contracts

3

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 E Option for resolving and avoiding disputes W2

Secondary Options

X2: Changes in the lawX9: Transfer of rightsX10: Information modellingX11: 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 Provision of an ECC Site Supervisor and Environmental Clerk of Works for the Rother Tidal

Walls East scheme.

The *Client* is Environment Agency

Address for communications Guildbourne House

Chatsworth Road Worthing West Sussex BN11 1LD

Address for electronic communications

The Service Manager is
Address for communications

ress for communications Environment Agency
Guildbourne House
Chatsworth Road
Worthing
West Sussex

BN11 1LD
Address for electronic communications

The Scope is in

LIT 56416 - PSC Scope RTWE Supervisor and ECoW 412_13_SD11 - vFinal

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 $\,$

None

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

2 weeks

Rev 1.9.1a

2 The Consultant's main responsibilities

The key dates and conditions to be met are

conditions to be met key date None None

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 14 August 2023

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

access date Asite 21 August 2023 21 August 2023 Sharepoint FastDraft 21 August 2023

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

The completion date for the whole of the service is 31 October 2025

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 forecast of the Prices is

The $\it expenses$ stated by the $\it Client$ are as stated in Schedule 9

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

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

Not used 1.

8 Liabilities and insurance

These are additional Client's liabilities

1. Not used

The minimum amount of cover and the periods for which the Consultant maintains insurance are

EVENT MINIMUM AMOUNT OF PERIOD FOLLOWING COMPLETION OF THE COVER WHOLE OF THE SERVICE OR TERMINATION

use the skill and care normally used by professionals providing services similar to the service

The Consultant's failure to £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 the number of claims a person (not an employee of the Consultant) arising from or in connection with the Consultant Providing the Service

£5,000,000 in respect of each claim, without limit to 6 years after Completion

the employees of the Consultant arising out of and in the course of their employment in connection with the contract

Death of or bodily injury to 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 limited £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 <u>'to be confirmed'</u>

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 combination from the combined 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
- \bullet Reorganisation of the ${\it Consultant's}\,$ 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 resulting 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.

After cl54.2 and before cl54.3, insert the following additional clause:

54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 110% of the total of the Prices, the amount in excess of 110% of the total of the Prices is retained from the Consultant.

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

Z23 Linked contracts

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

Z 29 Payment for Service Provided to Date

Delete existing clause 11.2 (21) and replace with:

"11.2 (21) 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"

Z111 PSC - 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.

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 £1,000,000.00

The Consultant's liability to the Client for Defects that are not found until after the defects date is limited to

£5,000,000

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*None None

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

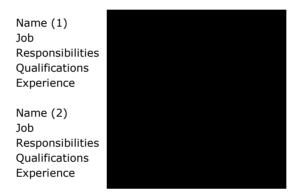
Woodcote Grove
Ashley Road
Epsom
Surrey
KT18 5BW

Address for electronic communications

The fee percentage is

Option E

The key persons are



The following matters will be included in the Early Warning Register $\label{eq:None} \mbox{None}$

3 Time

Resolving and avoiding disputes

The programme identified in the Contract Data is

N/A

The Senior Representatives of the Consultant are



Name (2) Address for communications

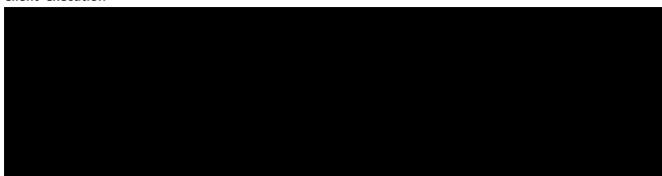
Address for electronic communications

X10: Information Modelling

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

Contract Execution

Client execution



Consultant execution

Signed Underhand by for and on behalf of Atkins Ltd