



Department
for Transport

Atkins Limited
Woodcote Grove
Ashley Road
Epsom
Surrey
KT18 5BW

Department for Transport
Group Commercial Services
Great Minster House
33 Horseferry Road
London SW1P 4DR

Direct Line: [\[REDACTED\]@dft.gsi.gov.uk](mailto: [REDACTED]@dft.gsi.gov.uk)

Web Site: www.dft.gov.uk

7th December 2017

Dear [REDACTED]

STAR PACKAGE ORDER PPRO 04/101/124: Surface Access Integrated Ticketing

THIS AGREEMENT is made on the 7th December 2017

BETWEEN:

- (1) **Department for Transport;** and
- (2) **Atkins Limited, Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW** (“the **Supplier**”).

WHEREAS:

- (A) The Consultant has been appointed to the Specialist Technical Advice for Rail (STAR) Framework and has entered into a framework agreement in relation to its appointment (the “Framework Agreement”).
- (B) The *Employer* wishes to appoint the Consultant to provide certain services outlined in the Department’s Service Description issued on 30th October 2017 and subsequent clarifications. The contract will commence from 11th December 2017 and conclude on 11th May 2018.
- (C) The Consultant has submitted a Proposal dated 17th November 2017 in response to the *Employer’s* Work Package Request Form in accordance with terms of the

Framework Agreement. The *Employer* has examined the Consultant's said tender and subject to the provisions of this contract is willing to engage the Consultant to carry out those services in accordance with this contract.

NOW IT IS AGREED THAT:

1. In this Agreement, unless the context otherwise requires, words and expressions have the same meanings as set out in the *NEC Conditions of Contract*.
2. This contract shall mean this document and the following documents which are hereby incorporated into and shall comprise this contract:
 - (i) The *NEC Conditions of Contract* are the NEC Professional Services Contract (Third Edition April 2013 with amendments June 2006 and September 2011) together with and as amended by Dispute Resolution Option W1, and Secondary Option Clauses as specified in the Contract Data Part One, Y(UK)2 (with amendments dated September 2011);
 - (ii) The Contract Data Part One (amended – see attachment) including, the Option Z clauses set out in the Contract Data Part One;
 - (iii) The Contract Data Part Two;
 - (iv) The terms of the Framework Agreement insofar as they relate to the provision of services;
 - (v) Your resource and pricing schedule under your reference "Table 1A – Atkins Rate Card" and "Table 1B – North Star Consultancy Rate Card, dated 17th November 2017.
 - (vi) Your signed COI declarations dated 17th November 2017.
3. The *Supplier* shall provide the *scope* of services (as set out in the Contract Data Part 1) in accordance with this contract.
4. Given the sensitive nature and the Specialist Technical Advisory resource required for this project over this period, should the named resource not be available the Supplier will:

- notify DfT in writing immediately using the Change Control Form
 - provide suitably qualified and experienced resources, who will work to an equivalent standard
 - the Supplier will cover all costs of hand-over to the new resources including:
 - o making them available for hand-over meetings with the named resources
 - o only charging DfT for the new resources once they are fully up to speed and productive
5. The *Supplier* reaffirms that, under Section 14 of the Framework Agreement, the *Supplier* acknowledges and agrees that it does not have an interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services and that (except as provided below) it shall not act for any person, organisation or company where there is or is reasonably likely to be a conflict of interest with the Services.
6. In consideration of the provision by the Supplier of the Services the *Employer* shall pay to the *Supplier* the amount due in accordance with this contract.
7. You must be in possession of a purchase order (PO), before commencing any work under this contract. You will be informed of the PO for this contract in due course. Prior to issuing an invoice to the below address, a Schedule 10 application for payment must be sent to and approved by the Contract Manager. Invoices submitted to the Department **must also quote the PO number** and must be submitted as directed in the PO to:

**Accounts Payable
DfT Shared Service Avarto,
5 Sandringham Park
Swansea Vale
Swansea SA7 0EA**

8. This contract supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever in relation to this contract. No variation to this contract, after the date hereof, will be made except with the written consent of the Parties provided that this is without prejudice to the *Employer's* rights to issue instructions in accordance with this contract.
9. Please acknowledge receipt and acceptance of this letter by signing and returning a copy to me and contact [REDACTED]@df.t.gsi.gov.uk to discuss arrangements for the commencement of this work package.

IN WITNESS WHEREOF the Parties have entered into the Agreement on the date written above.

Signed by: [Redacted]

Name: [Redacted]

Position: **STAR Framework Contract Manager;**
On behalf of the Secretary of for Transport (*Employer*)

and

Signed by: [Redacted]

Name: [Redacted]

Position: AUTHORISED SIGNATORY

On behalf of Atkins Limited
(*Supplier*)

PROFESSIONAL SERVICES CONTRACT - CONTRACT DATA FOR PPRO 04/101/124

Surface Access Integrated Ticketing

Part One - Data provided by the *Employer*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

**Statements
given in all
contracts**

1. General The *conditions of contract* are the core clauses and the clauses for main Option E and dispute resolution Option W1 of the NEC3 Professional Services Contract April 2013

The *Employer* is

Name: Secretary of State for Transport

Address: Department for Transport, Great Minster House,
33 Horseferry Road, London SW1P 4DR

The *Adjudicator* is

To be agreed by the parties

Name.....

Address

.....

.....

The *services* are

Set out in Attachment 1-Service Description.....

.....

The *Scope* is in

Set out in Attachment 1-Service Description.....

.....

The *language of this contract* is English.

The *law of the contract* is the law of England and Wales and all disputes arising on any basis from or under the contract shall

be subject to the exclusive jurisdiction of the English courts, save that if both the Employer and the Supplier agree they may select to resolve any dispute by arbitration as set out below

The *period for reply* is Set out in the Work Package Request.

The *period for retention* is N/A. years following Completion or earlier termination.

The *Adjudicator nominating body* is Chartered institute of Arbitrators

If agreed by the Parties the *tribunal* is arbitration

The following matters will be included in the Risk Register
.....N/A

2. The Parties' main responsibilities

The *Employer* provides access to the following persons, places and things

access to	access date
To be Confirmed	Contract Start date.

3. Time

The *starting date* is ...to be confirmed

The *Consultant* submits revised programmes at intervals no longer than N/A.... Weeks.

4. Quality

The quality policy statement and quality plan are provided within N/A. weeks of the Contract Date.

The *defects date* is N/A.....weeks after Completion of the whole of the *services*.

5. Payment

The *assessment interval* is Monthly.

The *currency of this contract* is GBP.

The *interest rate* is 2% per annum above the base lending rate, of the Bank of England

- 8 Indemnity, insurance and liability The amounts of insurance and the periods for which the *Consultant* maintains insurance are

event	cover	period following Completion of the whole of the <i>services</i> or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the <i>services</i>	£1M in respect of each claim, without limit to the number of claims	2 years after the completion of services
death of or bodily injury to a person (not an employee of the <i>Consultant</i>) or loss of or damage to property resulting from an action or failure to take action by the <i>Consultant</i>	£1M in respect of each claim, without limit to the number of claims	2 years after completion of the services
death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with this contract	As required by Statute, without limit to the number of claims	...

If the *Employer* states any expenses

The *expenses* stated by the *Employer* are

Itemamount

N/A

If the *tribunal* is arbitration

The *arbitration procedure* is as per

Chartered Institute of Arbitrators Rules ...

The place where arbitration is to be held is

.....London.....

The person or organisation who will choose an arbitrator

- * if the Parties cannot agree a choice or
- * if the *arbitration procedure* does not state who selects an arbitrator is

.....Chartered Institute of Arbitrators.....

If this contract is a subcontract and the main contract provides for joint adjudication of disputes

The main contract Adjudicator is the Chartered Institute of Arbitrators

If Option A is used

The *Consultant* prepares forecasts of the total *expenses* at intervals no longer than N/A weeks.

Option E – Time based contract

The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than 4 weeks.

The exchange rates are those published inN/A..... on (date)

If Option C is used

N/A

The *Consultant's share percentages* and the *share ranges* are

<i>share range</i>	<i>Consultant's share percentage</i>
less than.....%%
from% to.....%	
from% to.....%	
greater than.....%%

If Option X1 (Price adjustment for inflation) is used

The index is N/A.....

If Option X2 (Changes in law) is used

The *law* of the project is N/A

If Option X3 (Multiple Currencies) is used

The *Employer* will pay for the items or activities listed below in the currencies stated

Items and activities	other currency	total maximum payment in the currency
1 N/A.....	
2 N/A.....	
3 N/A.....	

The exchange rates are those published in N/A On..... N/A.....
(date)

If Option X5 (Sectional Completion) is used

The *completion date* for each *section* of the *services* is

<i>section</i>	<i>description</i>	<i>completion date</i>
1	N/A	
2	N/A	
3	N/A	
4	N/A	
5	N/A	

If Options X5 (Sectional Completion) and X6 (Bonuses for early competition) are used together

The bonuses for each *section* of the *services* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	N/A	
2	N/A	
3	N/A	
4	N/A	
5	N/A	

Remainder of the *services*

If Options X5 (Sectional Completion) and X7 (delay damages) are used together

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

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	N/A	
2	N/A	
3	N/A	
4	N/A	
5	N/A	

Remainder of the *services* N/A



If Option X6 (Bonus for Early Completion) is used (but not if Option X5 is also used)

The bonus for the whole of the *services* is N/A per day

If Option X7 (Delayed damages) is used (whether or not Option X5 is also used; used only with main Options A, C and E)

Delay damages for Completion of the whole of the *services* areN/A..... per day.

If Option X8 (collateral Warranty Agreements) is used

The *collateral warranty agreements* are

agreement reference third party

.....N/A.....

If Option X10 (Employer's Agents) is used

The *Employer's Agent* is

Name N/A.

Address

.....

.....

The authority of the *Employer's Agent* is

.....N/A.....

.....

If Option X12 (Partnering) is used

The *Client* is

NameN/A.....

AddressN/A.....

The *Client's objective* is N/A.....

The Partnering Information is in..... N/A.....

If Option X13 (Performance Bond) is used

The amount of the performance bond is ...N/A.....

YearsN/A....

If Option X18 (Limitation of Liability) is used

The *Consultant's* liability to the *Employer* for indirect or consequential loss is limited to

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

.....
The *end of liability date* is years after Completion of the whole of the services.

If Option X20 (Incentives) is used (but not if Option X12 is also used)

The *incentive schedule* for Key Performance Indicators is inN/A.....

A report of performance against each Key Performance Indicator is provided at intervals ofN/A months.....

If Option Y(UK)1 (Project Bank Account) is used and the *Employer* is to pay any charges made and is paid any interest paid by the *project bank*

The *Employer* is to pay any charges made and is paid any interest paid by the *project bank*.

If Option Y(UK)3 is used

term person or organisation

.....N/A.....

If Options Y(UK)1 (Project Bank Account) and Y(UK)3 (The Contracts Rights of Third Parties Act 1999) are both used

Term.....N/A..... person or organisation

The provisions of Option Y(UK)1 Names Suppliers

Z clauses are as those set out in the Framework Agreement

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.

Statements given in all contracts

The *Consultant* is: Atkins Ltd

Name: Carole Ciliberti

Address: Woodcote Grove, Ashley Road, Epsom,
Surrey, KT18 5BW

The *key people* are:

(1) Name: Carole Ciliberti

Job: Intelligent Mobility Senior Consultant

Responsibilities: Project Manager

Qualifications: As stated in proposal document submitted 17.11.17

Experience: As stated in proposal document submitted 17.11.17

(2) Name: Claire Williams

Job: Technical Director - Human Sciences - Intelligent Mobility

Responsibilities: Technical Director

Qualifications: As stated in proposal document submitted 17/11/17

Experience: As stated in proposal document submitted 17/11/17

(3) Name: Richard Brown

Job: Managing Director, North Star Consultancy

Responsibilities: Technical Director

Qualifications: As stated in proposal document submitted 17/11/17

Experience: As stated in proposal document submitted 17/11/17

The *staff rates* are

Name	Daily rate
Claire Williams – Director	£970
Richard Brown – Director	£970
Carole Ciliberti – Senior Consultant	£850
Bob Houghton – Senior Consultant	£850
Milda Manomaityte – Consultant	£515.56
Felicity Heathcote-Marcz – Consultant	£515.56
Christina Teokari – Junior	£360
Christopher Maydom – Junior	£360

The following matters will be included in the Risk Register:

- Key project personnel become unavailable during the period.
- Milestones are not delivered on time.
- Quality of research is not sufficient within each milestone.
- Stakeholders are not co-operative resulting in gaps in knowledge and incomplete findings.



Optional statements **If the *Consultant* is to decide the *completion date* for the whole of the *services***

The *completion date* for the whole of the *services* is
11/05/18

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data will be provided by 31/01/18

If the *Consultant* states any *expenses*

The *expenses* stated by the *Consultant* are

Item	amount
N/A.....	N/A.....
.....

If the *Consultant* requires additional access

The *Employer* provides access to the following persons, places and things

access to	access date
N/A.....	N/A.....
.....