


SCHEDULE 4

FORM OF PROJECT APPOINTMENT (UNDER HAND)

Schedule 4 - FORM OF PROJECT APPOINTMENT

 <p>Cyngor Sir CEREDIGION County Council</p>	<p>ARCHEB SWYDDOGOL</p> <p>OFFICIAL ORDER</p> <p>RHIF ARCHEB/ORDER NO.</p> <p>[F]</p> <p>Date:</p>
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Parties and Contacts

<p>The <i>Employer</i> is</p> <p>Name: Cyngor Sir Ceredigion County Council</p> <p>Address: Penmorfa, Aberaeron, SA46 0PA</p> <p>Contact Details:</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>The <i>Consultant</i> is</p> <p>Name: .. Atkins</p> <p>[The <i>Consultant</i>]</p> <p>Address: Woodcote Grove, Ashley Road, Epsom, Surrey, KT18 5BW</p> <p>Reg No: 688424_____</p> <p>Contact Details: Chris.Davies@atkinsglobal.com</p>
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Project Details

Project/Scheme Title:	ED3780 Llanrhystud Primary School Safe Routes Feasibility Study
Location /Site:	Llanrhystud
Project Brief No:	ED3780

Services

Details of Gwasanaethau/Services	£	P
Perform the <i>Services</i> and the <i>Scope</i> which are set out in the Services Brief at [reference] pursuant to this Purchase Order and the Framework Agreement	19,499	48
CYFANSWM/ TOTAL		

Incorporation of Documents

This purchase order incorporates the following documents as follows:

1. In this Agreement unless the context otherwise requires words and expressions shall have the same meaning as set out in the *conditions of contract* comprising:
 - the core clauses for main **Option A: Priced Contract with Activity Schedule**
 - secondary **Options X2, X4, X8, X11, X18, Y(UK)2 and Z**
 - Dispute Resolution **W2**of the NEC3 Professional Services Contract (April 2013) (the “PSC”)
2. The Service and Scope Information (The Activity Schedule / Services Brief included in **Annex B**);
3. The Contract Data Parts 1 & 2;
4. Risk Register;
5. Activity Schedule;
4. The Quality Submission;
5. The *Consultants* Offer;
6. The Framework Agreement. The terms and conditions of the Framework Agreement made between Carmarthenshire County Council, Ceredigion County Council, Pembrokeshire County Council, Powys County Council, Neath-Port Talbot County Borough Council and Swansea Council and Atkins dated 21/12/2022 shall apply to this Purchase Order save as amended within this purchase order and words and phrases in this purchase order shall have the same meaning attributed to them in the Framework Agreement. In the event of any conflict the following order of priority shall prevail.
 - 6.1 The Framework Agreement;
 - 6.2 This purchase order;
 - 6.3 Any other document;
7. The several documents forming this Agreement are to be taken as mutually explanatory of one another
8. Any dispute or difference or question arising out of or in connection with the Agreement shall be resolved in accordance with the *conditions of contract*

Other Matters

1. **The *Consultant* acknowledges:**
 - 1.1 the Employer’s right to decide not to require the *Consultant* to undertake any further services and/or works at completion of the services
2. The *Consultant* agrees to act reasonably and promptly and to co-operate and assist the Employer in preparing and/or providing and/or agreeing such information or documents as are required by the Employer in the provision of the services
3. The *Consultant* shall procure and deliver to the *Employer* Deeds of Collateral Warranty in favour of the *Employer* in the form included in Volume 1 Section 1d properly executed and delivered as a deed by each *Sub-Consultant* within seven days of the appointment of each said *Sub-Consultant* by using reasonable endeavours so to do.

Execution

Signed on behalf of: Atkins
The *Consultant*
hereinbefore mentioned namely:

Signature:

Name:

Title:

Signed on behalf of:
CYNGOR SIR CEREDIGION COUNTY COUNCIL



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**Service Manager Highways Development
Highways & Environmental Services**

Steve Hallows

Part one - Data provided by the *Employer*

Statements given in all contracts

1. General

- The conditions of contract are the core clauses and the clauses for main Option A, dispute resolution Option **W2** and secondary Options **X2, X4, X8, X11, X18, Y(UK)2 and Z** of the NEC3 Professional Services Contract April 2013, (with current amendments).
- The *Employer* is
Cyngor Sir Ceredigion County Council
- The *Adjudicator* is **If required to be selected from a list of adjudicators provided by the Institution of Civil Engineers.**
- The *services* are
Feasibility study at Llanrhystud. All services are detailed in Annex B Activity Schedule / Services Brief dated 05/01/2023
- The Scope is in **Annex B dated 05/01/2023**
- The *language of this 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 **12 years** following completion or early termination.
- The *Adjudicator nominating body* is **The Institution of Civil Engineers.**
- The *tribunal* is **Arbitration.**
- The following matters will be included in the Risk Register
Refer to the Risk Register included in Annex A.

2. The Parties' main responsibilities

- The *Employer* provides access to the following persons, places and things
As required to allow Completion of the whole of the services in accordance with this Agreement.

3. Time

- The *starting date* is **09/01/2023**
- The *Consultant* submits programmes at intervals no longer than **4 weeks**

4. Quality

- The quality policy statement and quality plan are provided within **2 weeks** of the Contract Date.
- The *defects date* is **52 weeks** after Completion of the whole of the *services*.

5. Payment

- The *assessment interval* is **one calendar month**.
- The *currency of this contract* is **Pounds Sterling (£)**.
- The *interest rate* is **2 %** per annum above the **base rate in force from time to time 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 services or earlier termination
failure of the <i>Consultant</i> to use the skill and care normally used by professions providing services similar to the <i>services</i>	£10 Million in respect of any one occurrence	12 Years
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>	£10 Million in respect of each and every event or series of linked events arising from the same cause	Up to the Completion of the whole 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	£10 Million each and every event or series of linked events arising from the same cause	Up to the Completion of the whole of the services

- The *Employer* provides the following insurances **None**
- The *Consultant's* total liability to the *Employer* for all matters arising under or connection with this contract, other than the excluded matters, is limited to **£97,497.40**

Optional Statements

- The *completion date* for the whole of the *services* is **31/03/2023**
- The *Consultant* is to submit a first programme for acceptance within **2** weeks of the Contract Date.
- The *key dates* and conditions to be met are:

Condition to be met	Key date
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- If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due
- The period for payment is **21 days**
- The *expenses* stated by the Employer are **all costs other than Time Charges deemed reasonable and necessary in order to provide the services.**
- The arbitration procedure is **the latest version of the Institution of Civil Engineers Arbitration Procedure or any amendment or modification to it in force when the arbitrator is appointed.**
- The place where arbitration is to be held is **Cardiff.**
- 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

to be selected from a list of Arbitrators provided by The Institution of Civil Engineers.
- The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than **one calendar month**
- The exchange rates are those published in **Not Applicable**

Option X2

- The *law of the project* is **England and Wales**

Option X8

- The *collateral warranty* agreements are
- Included in Framework Document. Warranty documents only have to be provided by Consultants / Sub-Consultants who have input in the design.**

Option X10

- ~~The Employer's Agent~~ **[To Be Advised]**
- The authority of the *Employers Agent* is **full role and responsibilities of the Employer.**

Option X18

- The *Consultants* liability to the Employer for indirect or consequential loss is limited

to **The Contract Sum**

- The *Consultants* liability to the Employer for Defects that are not found until after the *defects date* is limited to **The Contract Sum**
- The *end of liability* date is **12 years** after Completion of the whole of the services.

Option Z

The additional conditions of contract entitled “Option Z Additional Conditions of Contract” and incorporated by reference are set out at **Schedule 9** to the Framework Agreement.

Part two - Data provided by the *Consultant*

Statements given in all contracts

- The *Consultant* is
 - Name **Atkins**
 - Address **Woodcote Grove, Ashley Road, Surrey, KT18 5BW**
- The *key persons* are
 - (1) Name **Craig Kearney**
 - Responsibilities **Project Director**
 - Qualifications **MEng (Hons), CEng FCHIT**
 - Experience **17 Years**
 - (2) Name **Chris Davies**
 - Responsibilities **Project Manager/Principal Engineer**
 - Qualifications **MEng (Hons) CEng**
 - Experience **14 years**
- The *staff rates* are
 - name / designation **See Below** rate
- The following matters will be included in the Risk Register
Refer to the Risk Register included in Annex A.

Optional Statements

- The *completion date* for the whole of the *services* is **31st March 2023.**
- The programme identified in the Contract Data is **as per the attached.**
- The expenses stated by the Consultant are
 - Item **[As per the activity schedule]** amount
- The Employer provides access to the following persons, places and things
 - Access to **[Details to be Provided]** access date
- The activity schedule is **Annex B**
- The tendered total of the Prices is **£19,499.48.**

Annex A – Risk Register

Code	Risk ID Nr	Description	Mitigation
01		Available traffic data.	Early liaison with CCC to ensure access to relevant information to enable the traffic analysis to be undertaken.
02		Stakeholder engagement/public opinion	Public engagement exercise not included within this commission, however, key stakeholder engagement recommend early in option development to ensure all concerns are considered and where possible addressed.
03		Funding availability and future applications	Atkins and CCC to work closely to ensure that the appropriate information is available to enable future bit applications.

Note:

1. The Consultant should consider the above Risks and add to the list for tender review.

Annex B - Activity Schedule / Services Brief

SERVICES BRIEF

Name of Consultant: Atkins

Local Authority	Ceredigion CC				
Project Brief No:	ED 3780	Date Issued:	21/12/2022	Response Req'd By:	05/01/2023
Location:	The South West & Mid Wales Region			Grid Ref:	N/A
Scheme Title:	ED3780 Llanrhystud Primary School Safe Routes Feasibility Study				
Scheme Sponsor:	Neath Port Talbot CBC	Department:	Environment	Phone No.	01639 686483
Scheme Category:	Survey, Feasibility				
Scheme Stage:	G2.1, G2.2, G2.3				
Description of Work (including outputs and target dates)	<p>Refer to Volume 2 - Service and Scope Information.</p> <p>Starting date is 9th January 2023.</p> <p>Final report to be completed by 31st March 2023.</p>				
Employer Project Manager				Phone Number	
Budget Source/Amount:			Fixed Fee	✓	Time Charge

DESIGN CONSULTANT PROJECT INFORMATION

Job Number:	TBC				
Job Name:	Llanrhystud Active Travel				
Project Manager	Chris Davies			Phone Number: 01792 633504	

DESIGN CONSULTANT BRIEF RESPONSE

Summary Of Brief:

It is understood that CCC require Atkins to investigate the potential for improving the Active Travel network in Llanrhystud. The scheme will look to build on previous studies, to identify and develop appropriate concept designs for potential route options linking residential areas (mainly located to the South-West of the River Wyre, TRA487 and B4337) to the primary school and Cylch Meithrin located to the North-east of the village. As requested by Welsh Government, Atkins will also consider the wider area of Llanrhystud, to investigate alternative routes for footway and/or other AT improvements from the Texaco garage in the south to the north. It is assumed that Atkins will be the CDM Principal Designer for the duration of the commission.

Objectives:

- Active Travel Audit of all existing routes;
- Undertake high level Linsig model for potential options;
- Obtain statutory utility information and assess potential impact of proposals;
- Prepare high level cost estimate for concept designs;
- Undertake an initial high-level concept study (remaining in line with the WelTAG process) to understand the challenges and constraints associated with the short-listed route options to inform CCC's aspirations to deliver this link moving forward. The outcomes of the initial feasibility report for this scheme should be available by March 2023 to support grant funding applications for further assessments as required.

Key Stakeholders:

Atkins has identified the following parties which are considered to be key stakeholders in the various schemes, however, this list will be developed in consultation with CCC at the inception meeting:

- Ceredigion County Council (Highways, public transport, active travel, asset management, planning and economic regeneration, SAB officer, ecology);
- Sustrans;
- Llanrhystud Community Council;
- Local Members;
- Statutory Undertakers.

Approach and Method:**Common tasks:****1. Inception Meeting and Project Start Up**

Chris Davies, Atkins Project Manager, will coordinate and lead the project inception meeting, with key members of the delivery team (highways, road safety, transport planning) and project stakeholders from CCC. At this stage it is assumed that all project meetings will be undertaken via Microsoft Teams/Skype or similar, however, the initial inception meeting could potentially be held on site if coordinated with the planned site visit.

This meeting will provide an opportunity to confirm the full scope of each of the activities identified below and if required refine some of the tasks that have been included in this offer. It will also provide a platform to agree a preliminary Basis of Design to feed into the assessments and agree the design parameters to be taken forward. These will be based on the Active Travel (Wales) Act Design Guide.

We propose to undertake early engagement with key stakeholders to enable local issues to be fully understood and to discuss some of the likely compromises that are likely to be required to deliver a design that complies with the Active Travel (Wales) Act Design Guide.

The project team will also discuss the proposed programme for delivery. Indicative dates have been included against the activity schedule below, however we can look to amend these to suit CCC's requirements where feasible.

2. Site Review

Following the inception meeting, the design team will liaise with CCC to collate the following information to inform the progression of the schemes:

- Known as-built information;
- Previous studies/assessments relevant to the scheme (by CCC, Atkins or other external consultants);
- Relevant land ownership information.

The design team will subsequently undertake a thorough review of all the scheme information, including any necessary liaison with relevant parties involved during previous stages of the scheme. The design team will follow up this review with 1no. site visit to each individual route to undertake a walkover survey in order to better understand the existing site conditions and identify any further opportunities and constraints. For efficiencies, this site visit will be undertaken at the same time as the active travel route audit.

Additionally, up to date NRSWA C2 information will be obtained and a combined utilities drawing will be created for use in the subsequent design stages, to ascertain any potential conflicts.

This will also include liaison with CCC to obtain extents of the CCC/Highway Authority ownership and the extents of any adopted highway. The design team will subsequently identify the preliminary extents of any required land acquisition, although it should be noted that land interest plans and preliminary accommodation works drawings suitable for use during land negotiations will not be required as part of this commission.

3. Geotechnical and Drainage

Given the stage of the commission and the anticipated nature of the works, it is assumed that geotechnical and drainage investigations and assessment will not be required as part of this commission. Depending on the final outputs for each route element, should any GI or drainage surveys be required this could be undertaken as part of future detailed design commissions or captured as part of the SWMWRCES change control process.

In order to understand the feasibility of the preferred layout from a drainage perspective, the design team will undertake liaison with the CCC SAB Officer to identify if any future SAB applications would be necessary and confirm what the requirements would be for any future drainage design. Any subsequent drainage design to arise from these discussions is to be covered as part of the SWMWRCES change control process.

4. Public Engagement

At this stage it is unclear when CCC will be in a position to bid for construction funding, as such, it is considered that public engagement will not be captured as part of this offer and will be captured under a future commission at a more appropriate time.

5. Assessment

The design team will first undertake a data gathering exercise using AtkinsGO! GIS portal to establish the relevant site information and identify any statutory designations which are present. The design team will then liaise with CCC to discuss the previously identified scheme constraints.

Following the initial data gathering exercise, the design team will prepare a technical note summarising the site and the subsequent development of the potential options. It should be noted that this technical note will follow the ethos of the WelTAG process but will not take the form of a formal WelTAG report. The technical note will include the following:

- Outline of existing facilities and site conditions;
- The need for any statutory processes including planning;
- Appraisal of constraints and opportunities;
- Outline feasible Active Travel provisions;
- Identification of preliminary land acquisition requirements;
- Indicative cost estimates for each improvement option;
- Identification of next steps, likely to include planning, heritage, ecological surveys and potential for SAB.

6. Post Submission

Following submission of the technical note, the design team will prepare for and attend a subsequent meeting with CCC to discuss the submission in more detail and identify the next steps to progress the scheme.

Assumptions and Exclusions

- All OS information to be provided by CCC (including known services);
- All meetings assumed to be via Skype/Microsoft Teams (or similar);
- Wider Consultation and Public Consultation will be undertaken by CCC or will form part of a subsequent commission;
- No allowance has been made for any detailed design, tender or construction tasks;
- Collision data and adopted highway extents for the routes can be obtained directly from CCC, without charge;
- Existing as-built information and relevant studies will be made available at project inception;
- Due to the site constraints, it may not be possible to achieve a fully Active Travel (Wales) Design Guide compliant route without third party land acquisition;
- All third-party costs are to be covered by CCC.

Proposed Outputs:

- Feasibility report (as detailed in previous section) to support future bid for funding.

ACTIVITY SCHEDULE OF THE DESIGN CONSULTANT				
Principal Tasks	Start Date	Finish Date	Cost (£)	Method of Payment T - timecharge F - fixed price
Inception meeting (x1) to include early inception meeting with elected members to finalise scope and agree scheme objectives.	January 22	January 22	£493.07	F - fixed price
Review of available traffic, pedestrian and cycle data (requesting additional data from CCC if required)	January 23	January 23	£300.40	F - fixed price
Review of available highway or CCC owned land to facilitate improvements	January 23	January 23	£210.51	F - fixed price
Identify & agree feasible route corridor (assumed x2)	January 23	January 23	£298.47	F - fixed price
Site visit and Active Travel audit of all existing route options (assumed x2)	January 23	January 23	£1,879.22	F - fixed price
Identify high level key design principles along routes to meet objectives (qualitative)	January 23	February 23	£1,046.43	F - fixed price
Linsig model of A487/B4337 & Technical Note (one modelling scenario for AM & PM weekday peak periods)	January 23	February 23	£1,567.74	F - fixed price
Active Travel audit of proposed route options (x5)	January 23	February 23	£634.16	F - fixed price
Undertake independent risk assessment for all of the route options (In-line with Welsh Government Transport Appraisal Guidance)	January 23	January 23	£1,743.32	F - fixed price
CCC internal engagement to agree shortlist of routes	February 23	February 23	£538.58	F - fixed price
Concept design of shortlisted options (x3) to be based on topographical survey/OS mapping & Lidar	February 23	February 23	£4,613.52	F - fixed price
High level route cost estimation (x3 routes)	February 23	February 23	£1,383.98	F - fixed price
C2 NRSWA STATS Searches and Preparation of Combined Utility Plan (covering shortlisted options)	January 23	February 23	£781.11	F - fixed price
Prepare Designers Risk Register for distribution to CCC	December 22	March 23	£689.44	F - fixed price
Technical Design Note	March 23	March 23	£2,605.55	F - fixed price
Progress meetings (Assumed 2no. colleagues over 4no. meetings)	December 22	March 23	£713.98	F - fixed price
TOTAL			£19,499.48	

DESIGN CONSULTANT RESOURCE SCHEDULE					
Staff Name	Key Person (Y or N)	Scheme Role	Estimated Hours	Rate (per Hour)	Cost
Craig Kearney	Y	Project Director			
Chris Davies	Y	Project Manager			
Joseph Cassinelli	Y	Associate (Active Travel Lead)			
Elgan Evans	Y	Engineer (Highways)			
Geraint Morgan	N	Principal Consultant (WelTAG Lead)			
Ben Hooper	N	Senior Transport Planner			
Callan Burchell	N	Associate Principal Consultant			
Ethan Polnik	N	Graduate Engineer			
Santhosh Kumar	N	CAD Technician			
TOTAL					£19,499.48

PERFORMANCE INDICATORS RELATING TO BRIEF					
1* Completion on time	2* Completion on budget	3* Quality of Work / Service	4*	5*	6*

ADDITIONAL INSURANCES TO BE PROVIDED BY THE CONSULTANT	
1. Insurance against	
Cover is	
Period of cover	
Deductibles are	
2. Insurance against	
Cover is	
Period of cover	
Deductibles are	

The agreed limits of liability in relation to Professional Indemnity Insurances are as the table below.
Using this formula, the Limit of Liability will be £97,497.40.

Activity	< £20k	£20k to £50k	£50k to £100k	> £100k
Feasibility	5 x Fee	£60k + (2 x Fee)	£120k + (0.8 x Fee)	£210k + (0.20 x Fee)
Detailed Design / Construction	10 x Fee	£85k + (5.83 x Fee)	£250k + (2.5 x Fee)	£420k + (0.85 x Fee)

Services Schedule		Ref:	As above.
Accepted Programme:		Ref:	As above.
Fee proposal:		Ref:	As above.
Risk Assessment		Ref:	
Method Statement		Ref:	As above.
Resource Plan		Ref:	As above.
Indicative Risk Register		Ref:	
Indicative KPI's		Ref:	As above.