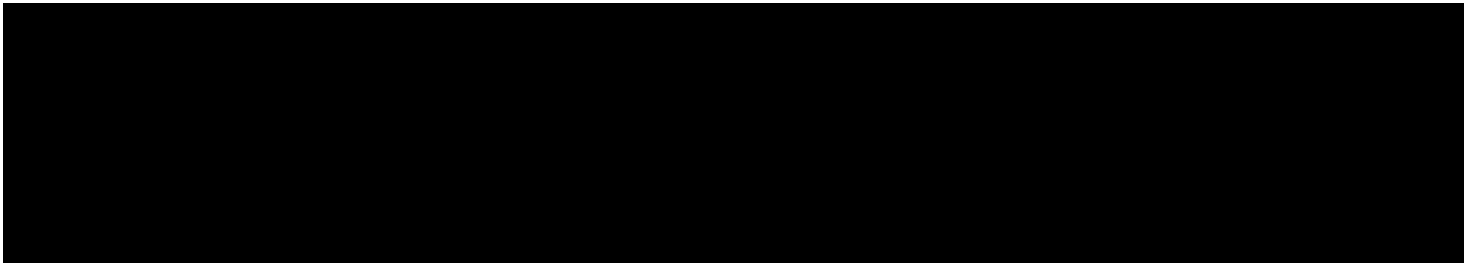




<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	<b>Ove Arup &amp; Partners Ltd</b>
<b>Company Number:</b>	<b>01312453</b>
<b>Geographical Area:</b>	<b>Midlands</b>
<b>Contract Name:</b>	<b>Recovery Engineer</b>
<b>Project Number:</b>	<b>ENV7005788R</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option E</b>
<b>Contract Number:</b>	<b>C22652</b>
<b>Stage:</b>	<b>Other</b>




PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name Recovery Engineer  
Project Number ENV7005788R



- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 and Framework Agreement Extension dated 1st April 2023 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  
Recovery Engineer\_Scope v4 EMD 8 Feb 24

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

Secondary Options

X2: Changes in the law

X9: Transfer of rights

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 Provision of qualified Engineers for assisting with EA Staff in asset recovery inspections and associated prioritisation and report creation.

The *Client* is Environment Agency

Address for communications Horizon House  
Bristol  
BS1 5AH

Address for electronic communications

The *Service Manager* is Environment Agency  
Address for communications Horizon House  
Bristol  
BS1 5AH

Address for electronic communications

The Scope is in Recovery Engineer\_Scope v4 EMD 8 Feb 24

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

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

2 The *Consultant's* main responsibilities

The key dates and conditions to be met are conditions to be met key date

'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

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

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

The *completion date* for the whole of the service is

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 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

1. 'not used'

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>	<b>£1,000,000</b> in respect of each claim, without limit to the number of claims	12 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 <i>Service</i>	<b>£15,000,000</b> in respect of each claim, without limit to the number of claims	12 months 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	<b>£5,000,000</b>	

**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 resulting of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit

**Z5 Secondments**

When appointing *Consultants* on a secondment basis only:

Add clause 19  
19.1 The *Client* will from the *starting date* to the *completion date* indemnify the *Consultant* against any and all liabilities, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the activities of the *Consultant* in providing the services save where such claims, in the reasonable opinion of the *Client*, arise from or are contributed to by:  
19.1.1 Misrepresentation or negligence by or on behalf of the *Consultant*;  
or  
19.1.2 The *Consultant* has acted contrary to the *Service Manager's* reasonable instructions or wholly outside the scope of the *Consultant's* duties as defined by the *Service Manager*.

**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

**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 (6) 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 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)1:Project Bank Account

Not used

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

Not Used

term beneficiary  
The provisions of Y(UK)1

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

Address for communications

Address for electronic communications

The fee percentage is

The key persons are

Name (1)

Job

Responsibilities

Qualifications

Experience

BEng CEng MCIWEM

Name (2)

Job

Responsibilities

Qualifications

Experience

BSc MAPM MCIWM

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

### 3 Time

The programme identified in the Contract Data is

### Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]  
Address for communications  
One Centenary Way  
Birmingham  
B3 3AY

Address for electronic communications  
[REDACTED]

Name (2)  
Address for communications

Address for electronic communications

### Y(UK)1: Project Bank Account

The *project bank* is

*named suppliers* are  
[REDACTED]

Contract Execution

Client execution

Signed Underhand by [redacted] for and on behalf of the Environment Agency

[redacted]

Signature	Date	Role
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Consultant execution

Signed Underhand [redacted] for and on behalf of Ove Arup & Partners Ltd

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[redacted]

Signature	Date	Role
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