



Framework:

Supplier:

Company Number:

Geographical Area:

Project Name:

Project Number:

Contract Type:

Option:

Contract Number:

Stage:

Collaborative Delivery Framework

Ove Arup & Partners Ltd

North East

Hunsingore Gauging Weir Fish Pass - Appraisal

ENV0003551C

Professional Service Contract

Option C

SOC\_to\_OBC

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project NameHunsingore Gauging Weir Fish Pass - Appraisal

Project Number

This contract is made on  
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the “Agreement”) dated 01st 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

Part One - Data provided by the *Client*  
Statements given in  
all Contracts

1 GeneralThe *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 C	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X7: Delay damages
- 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* isTo assist the Client in the production of a Outline Business Case through the provision of the deliverabls and services detailed in the Scope.

The *Client* isEnvironment Agency

Address for communicationsLateral  
8 City Walk  
LS11 9AT

Address for electronic communications

The *Service Manager* is  
Address for communications

Address for electronic communications

The *Scope* is in  
Hunsingore Gauging Weir Fish Pass - PSC Appraisal Scope

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 is2 weeks

The *period for retention* is6 yearsfollowing 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 13 March 2023

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

access	access date
Asite	20 March 2023
FastDraft	20 March 2023
CEEQUAL Portal	20 March 2023
Collaborative Delivery Community SharePoint	20 March 2023

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

The completion date for the whole of the service is 31 January 2024

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 Client set total 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

If Option C is used

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

	share range	Consultant's share percentage
less than	80 %	0 %
from	80 % to 120 %	as set out in Schedule 17
greater than	120 %	as set out in Schedule 17

6 Compensation events

These are additional compensation events

- 'not used'
- 'not used'
- 'not used'
- 'not used'
- '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>	<div></div> <div></div> <div></div>	<div></div>
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	<div>£</div> <div></div> <div></div>	<div></div>
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	<div></div> <div></div> <div></div>	<div></div>
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	#REF!	

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

**Z4 Share on termination**

Delete existing clause 93.3 and 93.4 and replace with:  
93.3 In the event of termination in respect of a contract relating to services there is no *Consultant's* share'

**Z6 The Schedule of Cost Components**

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

**Z7 Consultant's share**

After cl54.2 and before cl54.3, insert the following additional clause:  
54.2A If, prior to the Completion Date, the Price for Service Provided to Date exceeds 112% of the total of the Prices, the amount in excess of 112% of the total of the Prices is retained from the Consultant.

**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 X7: Delay damages

*X7 only* Delay damages for Completion of the whole of the *service* are [redacted] [redacted]

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 [redacted]

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

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

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 Ove Arup & Partners Ltd

Address for communications 8 Fitzroy Street  
London  
W1T 4BQ

Address for electronic communications [Redacted]

The fee percentage is [Redacted] [Redacted]

The key persons are

Name (1) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

Name (2) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

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  
Rate uplift CE

**3 Time**

The programme identified in the Contract Data is

**5 Payment**

The *activity schedule* is

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]  
Address for communications  
[redacted]  
[redacted]  
[redacted]  
[redacted]

Address for electronic communications  
[redacted]

Name (2)  
Address for communications

Address for electronic communications

**X10: Information Modelling**

The *information execution plan* identified  
in the Contract Data is  
To be delivered within 2 weeks on contract start date



# Contract Execution

*Client execution*

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

Signature

Date

Role

*Consultant execution*

Signed Underhand by [PRINT NAME] for and on behalf of Ove Arup & Partners Ltd

Signature

Date

Role