



Framework:	Collaborative Delivery Framework
Supplier:	Ove Arup & Partners Ltd
Company Number:	01312453
Geographical Area:	North East
Contract Name:	Wheatley Park Embankment PSC
Project Number:	ENV0004799C
Contract Type:	Professional Service Contract
Option:	Option C
Contract Number:	C27863
Stage:	OBC_to_FBC

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

Project Name
Wheatley Park Embankment FSC

Project Number
EWG004795C

- 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 and Framework Agreement Extension dated 1st April 2021 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
Wheatley Park OGC-FSC-FSC Scope_Rev1.5 Final Draft

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 C
Option for resolving and avoiding disputes
W2

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

¹[UK2]: The Housing Grants, Construction and Regeneration Act 1996

¹[UK3]: The Contracts (Rights of Third Parties) Act 1999

Z: Additional conditions of contract

The service is
This commission is to build upon the information developed in the OGC-OGC stage of the project, undertake an appraisal study of the Wheatley Park Embankment, produce a detailed design to produce a Full Business Case

The Client is
Environment Agency

Address for communications

Address for electronic communications

The Service Manager is

Address for communications

Address for electronic communications

The Scope is in

Wheatley Park OGC-FSC-FSC Scope, Rev1.4

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 12 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 01st June 2025

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

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

The completion date for the whole of the service is 31 October 2026

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 plan 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 £607,832.84

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 percentage and the share ranges are:
less than share range 80 % Consultant's share percentage 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

- Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
- Not used
- Not used
- Not used
- Not used

8 Liabilities and insurance

These are additional Client's liabilities

- Not used
- Not used
- 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 SERVICE OR TERMINATION
The Consultant's failure to use the skill and care normally used by professional consulting services similar to the service	12 years after Completion
Loss of or damage to property and liability for death of or bodily injury to a person (not an employee of the Consultant) arising from or in connection with the Consultant providing the service	12 months after Completion
Death of or bodily injury to the employees of the Consultant arising out of or in connection with employment in connection with the contract	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 to	

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 68.1(1) and replace by:
The service is affected by any of the following events:
• Strike, lock-out, rebellion, revolution, insurrection, military or usurped power;
• Strike, lock-out and civil commotion not confined to the employees of the Consultant and sub-consultants;
• Corrosive, infectious 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 11.2.2(18) add:
(excluding compensation events with the Subcontractor, i.e. payment for work that should not have been undertaken).
Add the following additional bullet point and the cost of:
• Materials or items supplied by the Consultant or its Sub-consultants in support of its design;
• 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;
• Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual, technical or design errors;
• Production or preparation of out-of-process material;
• Extension charges for project management time and a concession for record-keeping or full time appointments (greater than 5% of completion value);
• Any hours spent 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's 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;
• Any income lost as a result of safety requirements, or due additional work to comply with safety requirements;
• Was incurred as a result of the Client issuing a Notice or Red Card to prepare a Performance Improvement Plan;
• Was incurred as a result 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

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, suits, claims, demands 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;
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.

Z7 Consultant's share

94.1 The Service Manager assesses the Consultant's share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided to Date.
94.2 The Consultant's share is the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided to Date divided by the Aggregated Total of the Prices, expressed as a percentage.
94.3 The Consultant's share equals the sum of the products of the increase in each share component and the corresponding Consultant's share percentage.
94.4 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the Consultant is not to claim the sum of the increase in each share component.
94.5 If the Aggregated Price for Service Provided to Date is greater than the Aggregated Total of the Prices, the Consultant pays its share of the excess.
94.6 If prior to Completion of the whole of the service, the Price for Service Done to Date exceeds 11% of the total of the Prices, the amount in excess of 11% of the total of the Prices is retained from the Consultant.
94.7 To cover the Completion Date, the Price for Service Provided to Date exceeds 100% of the total of the Prices, the amount in excess of 100% of the total of the Prices is retained from the Consultant.
94.8 The Service Manager makes a preliminary assessment of the Consultant's share at Completion of the whole of the service using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of Prices.
94.9 The Consultant's share is the difference between the Aggregated Total of the Prices and the final Aggregated Price for Service Provided to Date divided by the final Aggregated Total of Prices.
94.10 The Consultant's share is the difference between the Aggregated Total of the Prices and the final Aggregated Price for Service Provided to Date divided by the final Aggregated Total of Prices.
94.11 If there is a termination except if 24 applies, the Service Manager assesses the Consultant's share after certifying termination. The assessment uses the Aggregated Price for Service Provided to Date the sum of:
• The total of:
– the Defined Cost which the Consultant has paid and
– which it is committed to pay for work done before termination
and
• the total of:
– the Defined Cost which the Consultant or Contractor has paid and
– which it is committed to pay
in the partner contract before the date the termination certificate is issued under this contract.
The assessment uses as the Aggregated Total of the Prices the sum of:
• the total of:
– the lump sum price for each activity which has been completed and
– a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed
and
• the total of:
– the lump sum price for each activity which has been completed and
– a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed
in the partner contract before the date the termination certificate is issued under this contract.

Agg

11.2(25) The Aggregated Total of the Prices is sum of
• the total of the Prices and
• the total of the Prices in the partner contract

11.2(26) The Aggregated Price for Service Provided to Date is the sum of
• the Price for Service Provided to Date and
• the Price for Service Provided to Date in the partner contract.

Z13 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 nor any subsequent contract, nor will be a Compensation event under this contract or any subsequent contract under this project or programme.

Z14 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.

Z15 Risk and insurance

The Consultant is required to submit insurances annually as Clause 24 of the Framework Agreement

Z 16 Payment for Service Provided to Date

Delete existing clause 11.2(12) and replace with:
11.2(12) 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 20.7

Z11 PSC - Fee adjustment for non-compliance with Scope

Delete existing 11.2.20 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 and have not been awarded 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.

Z120 PSC - Carbon reduction	Ref. (Clause No.)	Clause words
11.2 Deferrals	11.2(14)	Add as Clause 11.2(14) (14) The Performance Table states the targets the Consultant is to achieve in the partner contract before the date the termination certificate is issued under this contract. The assessment uses as the Aggregated Total of the Prices the sum of: • the total of: – the lump sum price for each activity which has been completed and – a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed and • the total of: – the lump sum price for each activity which has been completed and – a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed in the partner contract before the date the termination certificate is issued under this contract.
12.1 Early Warning	12.1	12.1 Clause 12.1 is deleted as a new bullet between the second and third bullet: • result in a target in the Performance Table not being met.
12.2 Accounting Defects	12.2	12.2 Clause 12.2 is deleted as a new bullet between the second and third bullet: • result in a target in the Performance Table not being met.
Performance Measurements	12.2	12.2 Clause 12.2 is deleted as a new bullet between the second and third bullet: • result in a target in the Performance Table not being met.
17	17	17 Clause 17 is deleted as a new bullet between the second and third bullet: • result in a target in the Performance Table not being met.
17.1	17.1	17.1 Clause 17.1 is deleted as a new bullet between the second and third bullet: • result in a target in the Performance Table not being met.
17.2	17.2	17.2 Clause 17.2 is deleted as a new bullet between the second and third bullet: • result in a target in the Performance Table not being met.
17.3	17.3	17.3 Clause 17.3 is deleted as a new bullet between the second and third bullet: • result in a target in the Performance Table not being met.
17.4	17.4	17.4 Clause 17.4 is deleted as a new bullet between the second and third bullet: • result in a target in the Performance Table not being met.

The performance table is PSC-carbon-performance-table.xlsx

The Performance Table for this contract type (Form, Partner, Stage) as set out in the Carbon Methodology dated 08 June 2023

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 £264.87 per day

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 £5,000,000.00

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to £5,000,000.00

The *end of liability* date is 12 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

Address for electronic communications

The fee percentage is

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

Name (2)
Job
Responsibilities
Qualifications
Experience

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

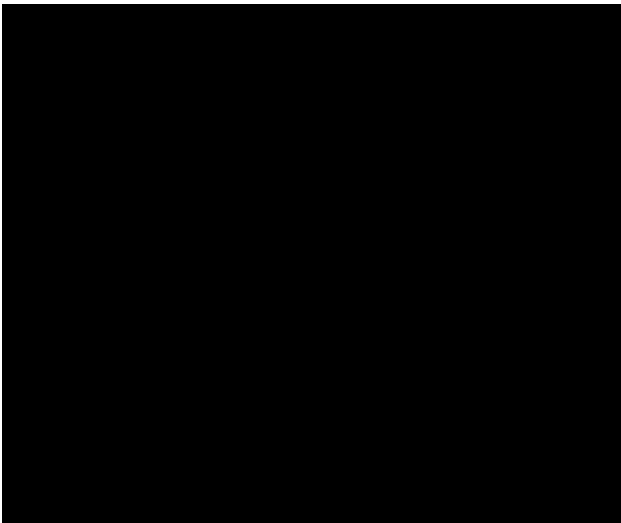
Programme to be delivered within 4 weeks of the contract start dat

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are



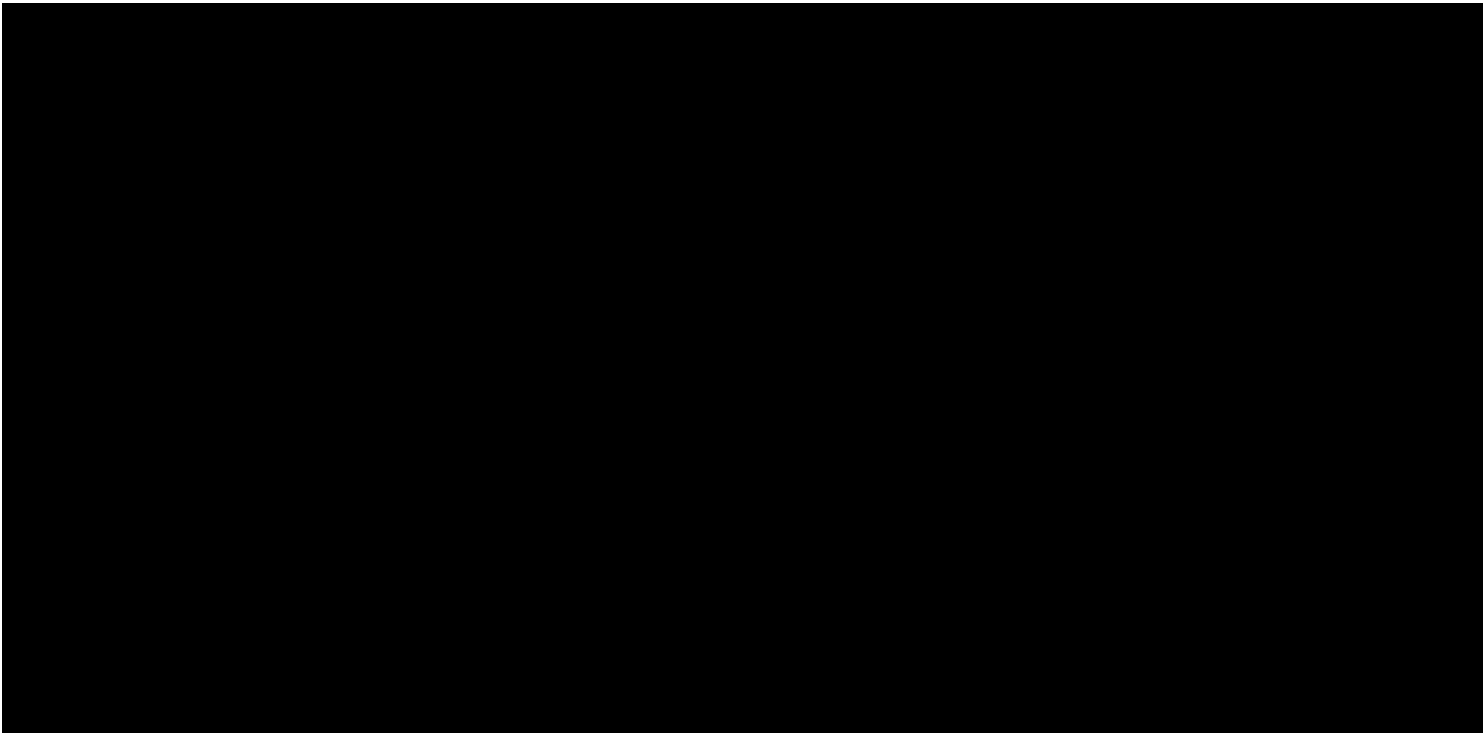
Address for electronic communications

X10: Information Modelling

The *information execution plan* identified
in the Contract Data is
To be delivered within 4 weeks of the contract start date

Contract Execution

Client execution



Consultant execution

