



Framework: Collaborative Delivery Framework

Supplier: Ove Arup & Partners Ltd

Company Number: 01312453

Geographical Area: Midlands

Contract Name: Horkstow Designs PSC

Project Number: ENVIMAN001295

**Contract Type:** Professional Services Contract

Option: Option C

Contract Number: TBC

Stage: Other

Revision	Status		Originator		Reviewer		Date	

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PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA
 Project Name
                          Horkstow Designs PSC
 Project Number
                          ENVIMAN001295
                          This contract is made on
                          between the Client and the Consultant
                          • 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

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 Profess onal Service Contract June 2017.
                                                               Opt on for resolving and
                                         Option C
                                                                                                W2
                                                                avoiding disputes
                          Secondary Opt ons
                                      X2: Changes in the law
                                      X5: Sectional Completion
                                      X7: Delay damages
                                      X9: Transfer of rights
                                      X10: Information modelling
                                      X11: Termination by the Client
                                      X18: Limitat on of liabil ty
                                      X20: Key Performance Ind cators
                                      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
                                                               to deliver a detailed design & specifications for the Horkstow Suspension Bridge
                          The Client is
                          Address for communicat ons
                          Address for electron c commun cations
                          The Service Manager is
                          Address for communicat ons
                          Address for electron c commun cations
                          The Scope is in
                          NEC4 PSC Contract for Historic Br dges refurbishment rev 2.doc , dated Nov 2023
                          The language of the contract is English
                          The law of the contract is
                          the law of England and Wales, subject to the jurisdict on of the courts of England and Wales
                          The period for reply is
                          The period for retention is
                                                                            following Completion or earlier terminat on
                                                            6 years
                          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'
                           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
                                                                                        22nd January 2024
                            The Client provides access to the following persons, places and things
                           Environment Agency staff, systems and information, as 22nd January 2024
                           The Consultant submits revised programmes at intervals no longer 4 weeks
                            The completion date for the whole of the service is
                                                                                        15 July 2024
                            The period after the Contract Date within which the Consultant is to
                            submit a first programme for acceptance is
4 Quality management
                          The period after the Contract Date within which the Consultant is to
                          submit a quality pol cy statement and quality plan is
                          The period between Completion of the whole of the service and the
                          defects date is
5 Payment
                          The currency of the contract is the £ sterling
                          The assessment interval is
                          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
                                                   rate of the
                                                                              Bank of England
                          The locat ons for wh ch the Consultant provides a charge
                                                                                     All UK Offices
                          for the cost of support people and office overhead are
                          The Consultant's share percentages and the share ranges are:
If Opt on C is used
                                                                                      Consultant's share percentage
                                             share range
                                                            80 %
                                                                                              0 %
                          less than
                                                                       120 %
                                                                                        as set out in Schedule 17
                          from
                                                          to
                                                           120 %
                                                                                        as set out in Schedule 17
                          greater than
6 Compensation events
                          These are add tional compensation events
                               1. Carbon Methodology - Adherence to and compliance w th the Carbon
                                      Methodology dated 08 June 2023
                               'not used'
                               'not used'
                               4. 'not used'
                              5. 'not used'
8 Liabilities and insurance
                          These are add tional Client's liabil ties

    'not used'

                              2. 'not used'
                              'not used'
                          The minimum amount of cover and the periods for which the Consultant maintains insurance are
                          EVENT
                                                   MINIMUM AMOUNT OF PERIOD FOLLOWING COMPLETION OF THE
                                                                            WHOLE OF THE SERVICE OR TERMINATION
                                                   COVER
                          The Consultant's failure to £5,000,000 in respect of 12 years after Completion
                          use the skill and care each claim, without lim t to
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normally used by the number of claims

professionals providing services similar to the

service

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Loss of or damage to £15,000,000 in respect of 12 months after Completion
                             property and liabil ty for each claim, without lim t to
                             bodily injury to or death of the number of claims
                            a person (not an employee
                            of the Consultant) arising
                             from or in connect on with
                             the Consultant Prov ding
                            the Service
                             Death of or bodily injury to Legal minimum in respect For the period required by law
                             the employees of the of each claim, without limit
                             Consultant arising out of to the number of claims
                             and in the course of their
                             employment in connection
                             w th the contract
                             The Consultant's total £5,000,000
                             liability to the Client for all
                             matters arising under or in
                             connection with the
                             contract, other than the
                             excluded matters is limited
Resolving and avoiding disputes
                             The tribunal is I tigation in the courts
                                                                                     'to be confirmed'
                             The Adjudicator is
                             Address for communicat ons
                                                                                      'to be confirmed'
                             Address for electron c commun cations
                                                                                     'to be confirmed'
                             The Adjudicator nominating body is
                                                                                     The Institut on 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, rebell on, revolut on, insurrection, mil tary or usurped power;
• Strikes, r ots and civil commot on not confined to the employees of the Consultant and sub consultants,
• Ionising radiation or rad oactive contamination from nuclear fuel or nuclear waste resulting from the combustion of
nuclear fuel,
• Rad oactive, toxic, explosive or other hazardous properties of an explosive nuclear device,

    Natural disaster,

    Fire and explos on,

• 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 addit onal bullets after 'and the cost of ':
• Mistakes or delays caused by the Consultant's failure to follow standards in Scopes/qual ty plans
• Reorganisat on 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 w thout pr or instruction that leads to abortive cost
• Re-working of documents due to inadequate QA prior to submission, i.e. grammatical, factual arithmetical or design

Product on or preparation of self-promot onal material
Excessive charges for project management time on a commission for secondments or full time appointments (greater

than 5% of commiss on value)
• Any hours exceeding 8 per day unless with pr or wr tten agreement of the Service Manager
• Any hours for travel beyond the locat on of the nearest consultant office to the project unless previously agreed with
• Attendance of additional individuals to meetings/ workshops etc who have not been previously invited by the Service
• 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 addit onal 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 aud t
Z4 Share on termination
Delete existing clause 93.3 and 93.4 and replace w th:
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
54.1 The Service Manager assess the Consultant's share of the difference between the Aggregated Total of the Prices
and the Aggregated Pr ce for Serv ce Provided to Date.
The difference is divided into increments falling w thin each of the share ranges. The limits of a share range are the
Aggregated Pr ce for Serv ce Provided to Date divided by the Aggregated Total of the Pr ces, expressed as a percentage.
The Consultant's share equals the sum of the products of the increment within each share range and the corresponding
Consultant's share percentage.
54.2 If the Aggregated Price for Service Provided to Date is less than the Aggregated Total of the Prices, the Consultant is paid to share of the saving. 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.
54.2A If, prior to Complet on of the whole of the serv ce, the Price for Service Done to Date exceeds 111% of the total of
the Pr ces, the amount in excess of 111% of the total of the Prices is retained from the Consultant.
54.3 If, prior to the Completion Date, the Price for Service Provided to Date exceeds 110% of the total of the Prices, the
amount in excess of 110% of the total of the Prices is retained from the Consultant .
54.4 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. This share is included in the amount due following Completion of the whole of the serv ces.
54.5 The Service Manager makes a final assessment of the Consultant's share, using the final Aggregated Price for
Service Prov ded to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.
93.3 If there is a termination except if Z4 applies, the Service Manager assesses the Consultant's share after certifying
terminat on. The assessment uses as the Aggregated Pr ce for Serv ce Provided to Date the sum of

    the total of

- the Defined Cost wh ch the Consultant has paid and
- which it is committed to pay for work done before termination

    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
wh ch has been completed

    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
wh ch has been completed
in the neutron contract before the data the terraination cost floats is in ad-alth a contract Add:
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 Prov ded to Date is the sum of
• the Price for Service Provided to Date and
• the Price for Service Provided to Date or the Pr ce for Work Done to Date in the partner contract.
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 pa d 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 Prov ded 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 (8) 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.
Z120 PSC – Carbon reduction
               Ref. (Clause No.)
                                            Clause words
                                            Add as Clause 11.2(36)
               Definitions
                                            (36) The Performance Table states the targets the Consultant is to achieve
                                           in Prov ding the Service and sets out the adjustment to payment if a
                                           measured performance is higher, the same or lower than its target. The
                                           Performance Table is the performance table unless later changed in
                                            accordance with the contract.
                                             n Clause 15.1 add as a new bullet between the second and third bullet:
              Early Warning
                                            "• result in a target in the Performance Table not being met.
                                            Delete Clause 42.2 and replace with:
               Accepting Defects
                                          `If the Consultant and the Service Manager are prepared to consider the
                                           change, the Consultant subm ts a quotation to the Service Manager for
                                           acceptance including any combinat on of:
                                           • duced Prices
                                           •an earlier Completion Date
                                           •arevised programme
                                           •€hanges to the Performance Table
                                           If the quotation is accepted, the Service Manager changes the Scope, the
                                           Prices, the Completion Date and the Performance Table accordingly and
                                           accepts the revised programme.
               Performance Measurements
                                            Add as Clause 57:
                                            From the starting date until the Completion Date, the Consultant reports to
                                            the Service Manager its performance against the targets in the Performance
                                           Table. Reports are provided at the intervals stated in the Performance Table.
                                          If the Consultant's performance against a target in the Performance Table is
                                           not achieving or is forecast not to achieve the performance target stated, it
                                           subm ts to the Service Manager for acceptance its proposals for improving
                                           performance.
                                            A reason for not accepting the proposals is that they will not provide the
                                            improvement in performance needed to achieve the target in the
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• if the relevant performance exceeds or meets the target stated in the Performance Table, the Consultant is paid the amount stated in the Performance Table.

57.4 Information in the Performance Table is not Scope.

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

At the dates stated in the Performance Table,

• if the relevant performance does not meet the target stated in the Performance Table, the Consultant pays the amount stated in the

Performance Table.

Performance Table,

# **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 X5: Sectional Completion**

The completion date for	r each <i>section</i> of the <i>service</i> is	
section	description	completion date
1	P. C.	γ
2		
2		
3		
4		
4		
5		
6		
0		
7		
8		
9		
9		
10		
11		
12		
10		
13		
14		

15

#### **OPTION X7: Delay damages**

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

per day

X7 plus X5

Delay damages for each *section* of the *service* are *section* description

amount per day

12			
13			
14			
15			
16			
17			
18			
19			

The delay damages for the remainder of the service are

20

#### **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

£1,000,000.00

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 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

## 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

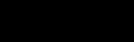
Address for communications



Address for electronic communications

The fee percentage is

Option C



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

**5 Payment** 

The activity schedule is

## Resolving and avoiding disputes



Address for electronic communications

**X10: Information Modelling** 

The  $\it information\ execution\ plan\ identified$  in the Contract Data is

# **Contract Execution**

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

#### Contractor execution

Signed Underhand by Deepak Javaram for and on behalf o

#### Consultant execution

Si