



**Framework:**  
**Supplier:**  
**Company Number:**  
  
**Geographical Area:**  
**Contract Name:**  
**Project Number:**  
  
**Contract Type:**  
**Option:**  
  
**Contract Number:**  
  
**Stage:**

**Collaborative Delivery Framework**  
**Ove Arup & Partners Ltd**  
**01312453**  
  
**Midlands**  
**Horkstow Designs PSC**  
**ENVIMAN001295**  
  
**Professional Services Contract**  
**Option C**  
  
**TBC**  
  
**Other**

Revision	Status		Originator		Reviewer		Date



Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the Consultant) arising from or in connection with the Consultant providing the Service	<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 Consultant arising out of and in the course of their employment in connection with the contract	Legal minimum in respect of each claim, without limit to the number of claims	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	<b>£5,000,000</b>	
<b>Resolving and avoiding disputes</b>		
The tribunal is litigation in the courts		
The Adjudicator is Address for communications		'to be confirmed' 'to be confirmed'
Address for electronic communications		<b>'to be confirmed'</b>
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-contractors,  
• 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 bullet after 'and the cost of':  
• Mistakes or delays caused by the Consultant's failure to follow standards in Scope/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 to 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 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'

**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 assesses the Consultant's share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Service Provided to Date for Service Provided to Date.  
The difference is divided into increments falling within each of the share ranges. The limits of a share range are the Aggregated Price for Service Provided to Date divided by the Aggregated Total of the Prices, 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 its 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 Completion of the whole of the service, the Price for Service Done to Date exceeds 111% of the total of the Prices, 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 service.  
54.5 The Service Manager makes a final assessment of the Consultant's share, using the final Aggregated Price for Service Provided 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 termination. The assessment uses as 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.  
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 Provided to Date is the sum of:  
• the Price for Service Provided to Date and  
• the Price for Service Provided to Date or the Price 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 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 24 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 (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	
11.2 Definitions	Add as Clause 11.2(36) (36) The Performance Table states the targets the Consultant is to achieve in providing 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.	
15.1 Early Warning	In Clause 15.1 add as a new bullet between the second and third bullet: • result in a target in the Performance Table not being met.	
19.2 Accepting Defects	Delete Clause 19.2 and replace with: If the Consultant and the Service Manager are prepared to consider the change, the Consultant submit a quotation to the Service Manager for acceptance including any combination of: • Reduced Prices • Earlier Completion Date • Revised programme • Changes 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		
57	Add as Clause 57:	
57.1	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.	
57.2	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 submit 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 Performance Table.	
57.3	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. • 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

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 each *section* of the *service* is

<i>section</i>	<i>description</i>	<i>completion date</i>
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1

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**OPTION X7: Delay damages**

**X7 only**

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

per day

<b>X7 plus X5</b>	Delay damages for each <i>section</i> of the <i>service</i> are	
	<i>section</i>	<i>description</i>
	1	amount per day
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	

12  
  
13  
  
14  
  
15  
  
16  
  
17  
  
18  
  
19  
  
20

The delay damages for the remainder of the *service* are

**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 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

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

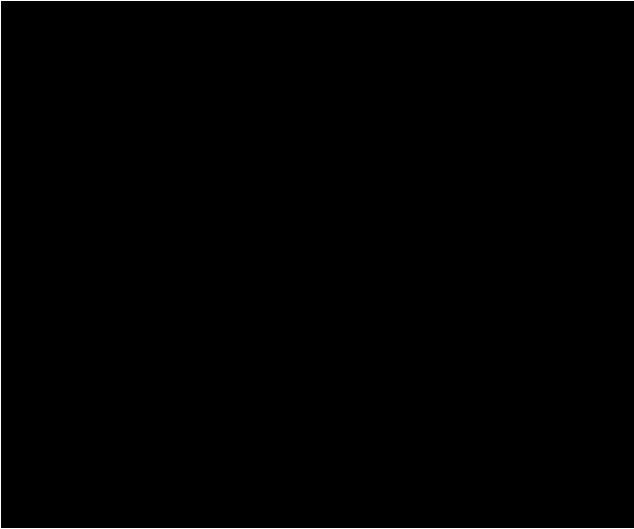
**3 Time**

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 *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

[Redacted Signature]

[Redacted Signature]

*Contractor* execution

Signed Underhand by Deepak Javaram for and on behalf of

[Redacted Signature]

[Redacted Signature]

*Consultant* execution

Si

[Redacted Signature]

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