



Framework: Collaborative Delivery Framework
Supplier: Ove Arup & Partners Ltd
Company Number: 01312453

Geographical Area: Midlands
Contract Name: SWGH Bridge Inspections 25.26
Project Number: ENV6007228R

Contract Type: Professional Service Contract
Option: Option C

Contract Number: C29536

Stage: Other

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name ESWR Bridge Inspection 25.26

Project Number ESWR027206

This contract is made by and between the Client and the Consultant

This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2018 and Inspection Agreement Addendum dated 16 April 2020 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 20, inclusive of the Framework schedules are attached upon within this contract.

The following documents are incorporated into this contract by reference herein & ESWR Bridge Inspection 25.26 Scope

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

1 General

The conditions of contract are the one chosen and the chosen for the following in a Option: the Option for remedial and auxiliary disputes and auxiliary Options of the NEC Professional Service Contract June 2017.

Main Option C Option for remedial and auxiliary disputes YES

Remedial Options

X1: Changes in the law

X2: Transfer of rights

X20: Informed on remedial

X31: Termination by the Client

X32: Completion of works

X33: Key Performance Indicators

Y0001: The Housing Grants, Construction and Regeneration Act 1996

Y0002: The Contracts (Rights of Third Parties) Act 1999

Z: Additional conditions of contract

The services to be provided by the Consultant are the inspection of the bridges (in relation to present and future) in the ESWR area.

The Client is

Address for contract data

Address for electronic communications

The Consultant is

Address for contract data

Address for electronic communications

The Project is

ESWR & ESWR Bridge Inspection 25.26 bridge

The amount of the contract is

The date of the contract is

The law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for notice is

The period for completion is

The following matters will be included in the following matters

Early warning event sign will be held at intervals of

2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are

Key date

Key date

Key date

Key date

The Consultant provides facilities of the total defined cost plus fee and expenses at intervals in longer time

2 weeks

3 Time

The duration date is

The Client provides access to the following services, advice and other

2 weeks

The Consultant provides programme at intervals in longer time

2 weeks

The period after the Contract Data within which the Consultant is to submit a first programme for acceptance is

2 weeks

4 Quality management

The period after the Contract Data within which the Consultant is to submit a quality management and quality plan is

2 weeks

The period between completion of the works of the service and the defects date is

20 weeks

5 Payment

The currency of the contract is the sterling

The payment interval is

Monthly

The Client net total of the Project is

£100,000.00

The expenses stated by the Client are included in Schedule 17

The amount due is

2 weeks

The date on which the Consultant provides a change to the cost of payment and other

20 weeks

If Option C is used

The Consultant's share percentage and the share issues are

2 weeks

With this

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

2 weeks

These are additional compensation events

1. Carbon Methodology – Adherence to and compliance with the Carbon Methodology dated 08 June 2023
2.
3.
4.
5.

There are additional Client's listed on:

1. "bill 1000"
2. "bill 1000"
3. "bill 1000"

QUESTIONS	ANSWERS	PERIOD FOLLOWING COMPLETION OF THE WORK OF THE SERVICE OR TRANSFER OF
<p>The Contractor's Service will use the staff and equipment provided by the procurement providing services to the service</p>	<p>£1,000,000 - a sum of each claim without limit to the number of claims</p>	<p>12 months after Completion</p>
<p>Use of all designs to be made available and kept available to the public. Duty to search of a design for an employee. In case of death of an employee, the Contractor is to ensure that the relevant person the death of a body person to the employees of the Contractor and all of the employees and the member of their management, a connection with the contract</p>	<p>£1,000,000 - a sum of each claim without limit to the number of claims</p>	<p>12 months after Completion</p>
<p>The Contractor's total liability to the Client for all claims shall be limited to the sum of the claims made in connection with the contract. The Contractor shall ensure that the relevant person is not a member of their management, a connection with the contract</p>	<p>£1,000,000 - a sum of each claim without limit to the number of claims</p>	<p>For the period required by the</p>

The <i>trivial</i> situation is the case	
The <i>Adjudicator</i> is	To be confirmed
Address for communication	To be confirmed
Address for electronic communications	To be confirmed

Z1 Disposal
Delete nuclear waste W2.1

Z2 Prevention
The text of c. Article 18 Prevention is deleted.
Delete the text of clause 80.12.2 and replace it:
The service is affected by any of the following events:
- fire (not war-related or not due to natural or abnormal power);
- explosion (not war-related or not due to natural or abnormal power);
- loss of contact or connection not confined to the equipment of the candidate; and sub-conditions
resulting in at least one of the following:
- radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of
nuclear fuel;
- radioactive toxic; or
- radioactive or other hazardous properties of an explosion due to nuclear
material or nuclear
fuel and explosion
resulting by accident or other means due to or arising from dropped from them.

[illegible]

Before making clauses 93.1 and 95, and replace it with:
93.1 In the event of termination in respect of a contract relating to services there is no Consultant's share

21. Recommendations
When appointing Consultant on a secondment basis only:

Add clause 19
19.1 The Client, as from the starting date to the completion date, indemnifies the Consultant against any and all costs, proceedings, costs, losses, claims and demands whatsoever arising directly or indirectly out of the Activities of the Consultant as provided by the same and save where such claim is the reasonable opinion of the Client as to how or any contribution to it;

19.1.1 Misrepresentation or negligence by or on behalf of the Consultant; or

19.1.2 The Consultant has acted prior to the Service Manager's reasonable instructions on or wholly outside the scope of the Consultant's duties as defined by the Service Manager.

22. The Schedule of Cost Components

[illegible][illegible]

Should any party neglect or refuse to sign this contract due to a fault or error of the Consultant, we neither be an allowable claim under this contract, or any subsequent contract. nor will it be a Compensated event under this contract or any subsequent contract under this project or program.

ZEM Requirement for Service

Add the following sentence to the end of clause 5.2.1:

The Party to which payment is due shall submit an invoice from the other Party for the amount to be paid within six weeks of the Service Manager's certificate.

Delete existing clause 5.2.2 and replace with:

5.2.2 Each contract payment is made by the date of

one week after the day of the last 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 in the Contract Data.

Delete existing clause 5.2.3 and replace with:

5.2.3 The Party to which payment is due shall submit an invoice from the other Party for the amount to be paid. Interest is paid at the date the late payment is made. Interest is assessed from the date by which the late payment should have been made until the date the late payment is made and is equal to the first assessment after the date of the late payment.

2.20 Risks and Insurance
The Consultant is required to submit insurances annually as Clause 2. of the Framework Agreement

2.20 Payment for Service Provided to Date
Invoice meeting 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"

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.

[illegible]

The performance table is [SC-architectures-performance-table.xlsx](#)

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 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

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)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 chris.woodman@arup.com

The fee percentage is

Option C

14.00%

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

The *Senior Representatives* of the *Consultant* are

Name (1)
Address for comm

Address for electr

Name (2) NA
Address for communications

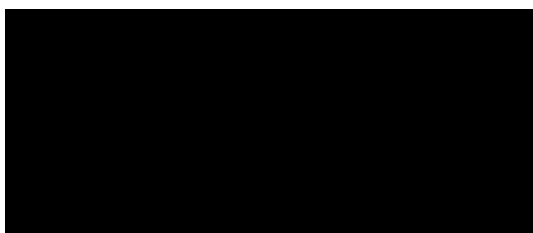
Address for electronic communications

X10: Information Modelling

The *information execution plan* identified
in the Contract Data is
NA

Contract Execution

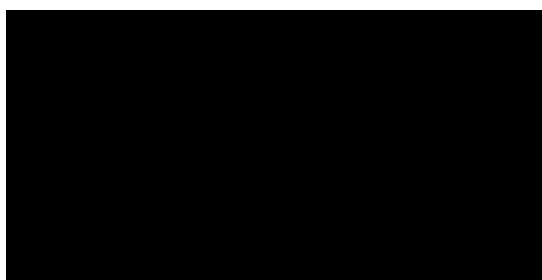
Client execution



for and on behalf of the Environment Agency



Consultant execution



for and on behalf of

Ove Arup & Partners Ltd

