



Framework: Supplier: Company Number:	Collaborative Delivery Framework Ove Arup & Partners Ltd 01312453
Geographical Area: Contract Name: Project Number:	Midlands Wainfleet FAS SOC to OBC Appraisal
Contract Type: Option:	Professional Service Contract Option C
Contract Number:	C23471
Stage:	SOC_to_OBC

Revision	Sta	itus	Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Wainfleet FAS SOC to OBC Appraisal

Project Number ENV0003646C

This contract is made on 23 April 2024 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 2023 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

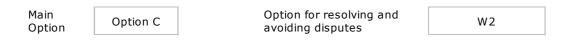
• Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.

 The following documents are incorporated into this contract by reference Wainfleet FAS - SOC- OBC Scope v3

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

Contracts

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. 1 General



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 <i>service</i> is		Provide consultancy support for Wainfleet Surveys
The <i>Client</i> is		Environment Agency
Address for communications		Horizon House Deanery Road Bristol BS1 5AH
Address for electronic communications		
The Service Manager is		
Address for communications		
Address for electronic communications		
The Scope is in Wainfleet FAS- SOC-OBC Scope v3		
The language of the contract is English		
The <i>law of the contract</i> 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		
	6 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 <i>key dates</i> and <i>conditions</i> to be met are <i>conditions</i> 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 02 April 2024

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

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

The completion date for the whole of the service is 21 July 2025

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 <i>Consultant</i> is to submit a quality policy statement and quality plan is	4 weeks
The period between Completion of the whole of the <i>service</i> and the <i>defects date</i> is	26 weeks

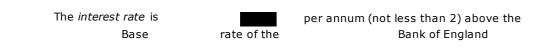
5 Payment

The *currency of the contract* is the £ sterling

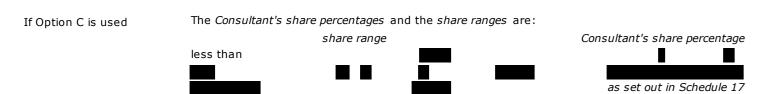
The assessment interval is Monthly



The expenses stated by the Client are as stated in Schedule 9



The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are All UK Offices



as set out in Schedule 17

6 Compensation events

These are additional compensation events

- 1.
- 2. 'not used'
- 3. 'not used'
- 4. 'not used'
- 5. '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 SERVICE OR TERMINATION

 The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service
 12 years after Completion

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

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

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'to be confirmed'Address for communications'to be confirmed'

Address for electronic communications <u>'to be confirmed'</u>

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

54.1 The Service Manager assess the Consultant's share of the difference between the Aggregated Total of the Prices and the Aggregated Price 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 services. 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 Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is included in the final Aggregated Total of the Prices. This share is included in the final Aggregated Total of the Prices. This share is included in the final Aggregated Total of the Prices. This share is included in the final aggregated Total of the Prices. This share is included in the final aggregated Total of the Prices. This share is included in the final aggregated Total of the Prices. This share is included in the final aggregated Total of the Prices. This share is included in the final aggregated Total of the Prices. This share is included in the final aggregated Total of the Prices. This share is included in the final aggregated Total of the Prices. This share is included in the final aggregated Total of the Prices. This share is included in the final aggregated Total of the Prices. This share is included in the final aggregated Total of the Prices. This share is included in the final aggregated Total of the Prices. 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 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.

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 or any subsequent contract 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

Z 29 Payment for Service Provided to Date

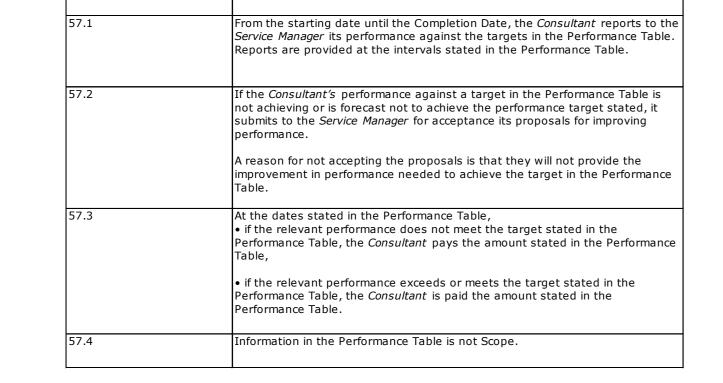
Delete existing clause 11.2 (21) and replace with: "11.2 (21) The Price for Service Provided to Date is the total Defined Cost which the *Service Manager* forecasts will have been paid by the *Consultant* before the next assessment date plus the Fee. The Price for Service Provided to Date shall not exceed 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 <i>Consultant</i> 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 <i>performance table</i> 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.				
42.2 Accepting Defects	Delete Clause 42.2 and replace with: 'If the <i>Consultant</i> and the <i>Service Manage</i> r are prepared to consider the change, the <i>Consultant</i> submits a quotation to the <i>Service Manager</i> for acceptance including any combination of: • Educed Prices • En earlier Completion Date • Enrevised programme • Enanges to the Performance Table If the quotation is accepted, the <i>Service Manager</i> 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:				



The *performance table* is <u>PSC-carbon-performance-table.xlsx</u>

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 onlyDelay damages for Completion of the whole 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

OPTION X18: Limitation of liability

The Consultant's liability to the Client for indirect or consequential loss is limited to

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

The end of liability date is6 yearsafter theCompletion of the whole of the service6

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

per day

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

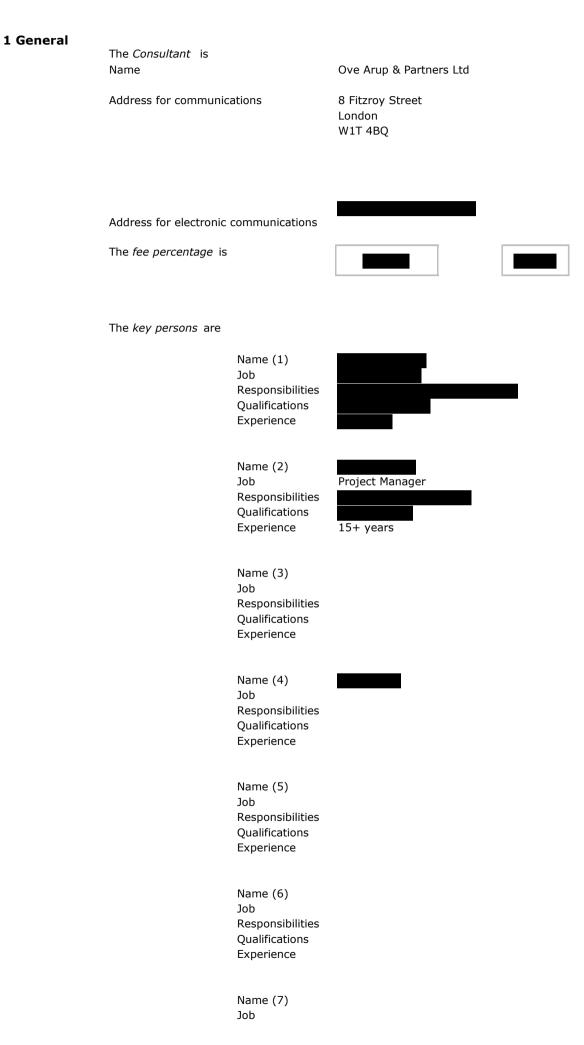
The period for payment is 14 days after the date on which payment becomes due

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.





The following matters will be included in the Early Warning Register

Cost buildup is based on the 23/24 rates, so there will be a CE to $r\varepsilon$

3 Time

The programme identified in the Contract Data is

твс

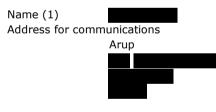
The activity schedule is

5 Payment

ТВС

Resolving and avoiding disputes

The Senior Representatives of the Consultant are



Address for electronic communications

Name (2) Address for communications

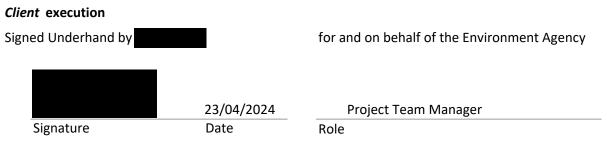
Address for electronic communications

X10: Information Modelling

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



Contract Execution



Consultant execution

Signed Underhand		for and on behalf of	Ove Arup & Partners I	
	03/04/2024	Director - Ove Arup & Partne	ars Itd	
Signature	Date	Role		