



<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	<b>Ove Arup &amp; Partners Ltd</b>
<b>Company Number:</b>	<b>01312453</b>
<b>Geographical Area:</b>	<b>Midlands</b>
<b>Contract Name:</b>	<b>Wainfleet FAS SOC to OBC Appraisal</b>
<b>Project Number:</b>	<b>[REDACTED]</b>
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option C</b>
<b>Contract Number:</b>	<b>C23471</b>
<b>Stage:</b>	<b>SOC_to_OBC</b>

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

Project Name	Wairfrest FAS SOC to OBC Approval
Project Number	ENV0003646C
	This contract is made on 23 April 2024 between the Client and the Consultant
	<ul style="list-style-type: none"><li>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</li><li>Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.</li><li>The following documents are incorporated into this contract by reference: Wairfrest FAS - SOC - OBC Scope v3</li></ul>

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	W3
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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

Y04X2: The Housing Grants, Construction and Regeneration Act 1996

Y04X3: The Contracts (Rights of Third Parties) Act 1999

Z: Additional conditions of contract

The service is Provide consultancy support for Wairfrest Surveys

The Client is Environment Agency

Address for communications  
Horton House  
Oakberry Road  
B9501 Road  
B95 1SA

Address for electronic communications

The Service Manager is

Address for communications

Address for electronic communications

The Scope is in

Wairfrest FAS - SOC - OBC Scope v3

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 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 key dates and conditions to be met are

conditions to be met Any 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 date

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

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 Consultant is to submit a quality policy 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

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

The interest rate is Base per annum (not less than 2) above the Bank of England rate of 1%

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: share range

less than 10% Consultant's share percentage as set out in Schedule 27



## 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 £[REDACTED] 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

### OPTION X18: Limitation of liability

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

£[REDACTED]

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

£[REDACTED]

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 [Redacted]

The fee percentage is [Redacted] [Redacted]

The key persons are

Name (1) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

Name (2) [Redacted]  
Job Project Manager  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience 15+ years

Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

Name (4) [Redacted]  
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

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

3 Time

The programme identified in the Contract Data is  
TBC

5 Payment

The *activity schedule* is  
TBC

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [redacted]  
Address for communications  
Arup  
[redacted]  
[redacted]  
[redacted]  
[redacted]  
Address for electronic communications  
[redacted]

Name (2)  
Address for communications

Address for electronic communications

X10: Information Modelling

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

TBC



# Contract Execution

**Client execution**

Signed Underhand by [Redacted]

for and on behalf of the Environment Agency

[Redacted Signature]

23/04/2024

Project Team Manager

Signature

Date

Role

**Consultant execution**

Signed Underhand [Redacted]

for and on behalf of Ove Arup & Partners L

[Redacted Signature]

03/04/2024

Director - Ove Arup & Partners Ltd

Signature

Date

Role