

This document is executed as a deed and is delivered and takes effect at
the date written at the beginning of it



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

Geographical Area: North East
Project Name: Fairburn Sluice - Arup OBC
Project Number: [REDACTED]

Contract Type: Professional Service Contract
Option: Option C

Contract Number: C16049

Stage: SOC_to_OBC

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name	Fairburn Sluice - Arup OBC		
Project Number	[REDACTED]		
This contract is made on		27 March 2023	
between the <i>Client</i> and the <i>Consultant</i>			
		• This contract <i>Client</i> and	
		• Schedules 1	
		• The LIT 13261 - Fairburn Sluice	

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

1 General	The <i>conditions of contract</i> are the		
		Main Option	Option for resolving and
		Option C	W2
Secondary Options			
		X2: Changes in the law	
		X9: Transfer of rights	
		X10: Information modelling	
		X11: Termination by the <i>Client</i>	
		X18: Limitation of liability	
		X20: Key Performance Indicators	
		Y(UK)4: The Housing Grants	
		Y(UK)3: The Contracts (Rights of Third Parties) Act 1999	
		Z: <i>Additional conditions of contract</i>	
The <i>service</i> is		Delivery of an	
The <i>Client</i> is		Environment Agency	
Address for communications		Lateral 8 City Walk Leeds LS11 9AT	
Address for electronic communications		[REDACTED]	
The <i>Service Manager</i> is		Luke Edwards	
Address for communications		Environment Agency Lateral 8 City Walk Leeds LS11 9AT	
Address for electronic communications		[REDACTED]	
The <i>Scope</i> is in			
LIT 13261 - Fairburn Sluice			
The <i>language of the contract</i> is English			
The <i>law of the contract</i> is			
the law of England and Wales,			
The period for reply is		2 weeks	
The <i>period for retention</i> 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		2 weeks	

2 The *Consultant's* main
responsibilities

The <i>key dates and conditions</i> to be met are		<i>key date</i>
<i>conditions</i> to be met		
'none set'		'none set'
'none set'		'none set'
'none set'		'none set'
The		4 weeks

3 Time

The <i>starting date</i> is		27 March 2023
The <i>Client</i> provides access to the following persons, places and things		
access		<i>access date</i>
Asite		27 March 2023
FastDraft		27 March 2023

The	4 weeks
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	The completion date for the whole of the service is	31 May 2024
	after the	4 weeks
4 Quality management	The Supervisor is	
	The period after the Contract Date	4 weeks
	The period between Completion of	26 weeks
5 Payment	The Supervisor is	
	The currency of the contract is the £ sterling	
	The assessment interval is	Monthly
	The Client set total of the Prices is	£119,869.00
	The expenses stated by the Client are as stated in Schedule 9	
	The interest rate is Base	2.00% per annum (not less than 2) above the Bank of England rate of the
	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 percentages and the share ranges are:	
	share range less than	80 %
	from	80 % to 120 %
	greater than	120 %
		Consultant's share percentage 0 % as set out in Schedule 17 as set out in Schedule 17
6 Compensation events	The Supervisor is	
	These are additional compensation	
	1. 'not used'	
	2. 'not used'	
	3. 'not used'	
	4. 'not used'	
	5. 'not used'	
8 Liabilities and insurance	The Supervisor is	
	These are additional Client's	
	1. 'not used'	
	2. 'not used'	
	3. 'not used'	
	The minimum amount of cover and the periods for which the	
	EVENT	MINIMUM AMOUNT OF COVER
	The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	in respect of each claim, without limit to the number of claims
	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	in respect of each claim, without limit to the number of claims
	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
	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	
		PERIOD FOLLOWING COMPLETION 12 years after Completion
		12 years after Completion
		For the period required by law
Resolving and avoiding disputes	The Supervisor is	
	The tribunal is litigation in the courts	
	The Adjudicator is	'to be confirmed'
	Address for communications	'to be confirmed'
	Address for electronic communications	'to be confirmed'
	The Adjudicator nominating body is	The Institution of Civil Engineers
Z Clauses		
Z1 Disputes	The Supervisor is	
Delete existing clause W2.1		
Z2 Prevention	The Supervisor is	

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

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* replace with

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

Z6 The Schedule of Cost Components

The Schedule of Cost Components are as detailed in the Framework Schedule 9.

Z7 Consultant's share

Delete existing clauses 54 and 93.3 and replace with:
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 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(15) The Aggregated Total of the Prices

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

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

Z25 Risks and Insurance

The *Consultant* is required to submit insurances annually as Clause Z4 of the Framework Agreement

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

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 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

The following matters will be included in the Early Warning Register

- New Environment Agency Carbon Reporting requirements may need to be addressed
- New Environment Agency Environmental MTR's may need to be addressed
- The sluice gate is 'red-carded' by the ARPE or fails during this phase

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 communications

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

Client execution

Signed underhand by [PRINT NAME]

for and on behalf of the Environment Agency

[Redacted Signature]

Signature Date

Role

Consultant execution

Signed underhand by [PRINT NAME]

for and on behalf of Ove Arup & Partners Ltd

[Redacted Signature]

[Redacted Signature]

Signature Date

[Redacted Signature]

Role