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|---------------------------|---|
| Framework: | Collaborative Delivery Framework |
| Supplier: | Ove Arup & Partners Ltd |
| Company Number: | [REDACTED] |
| Geographical Area: | |
| Project Name: | Alney Island Outline Business Case |
| Project Number: | ENVIMMI001524 |
| Contract Type: | Professional Service Contract |
| Option: | Option C |
| Contract Number: | project_35536 |
| Stage: | SOC_to_OBC |

| Revision | Status | | Originator | | Reviewer | | Date |
|----------|--------|--|------------|--|----------|--|------|
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PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Alney Island Outline Business Case

Project Number ENVIMMI001524

- This contract is made on 10 February 2022 between the *Client* and the *Consultant*
- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 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 22 inclusive of the Framework schedules are relied upon within this contract.
 - The following documents are incorporated into this contract by reference
Alney_Island_OBC_Scope v4 dated 23/12/2021

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 | W2 |
|-------------|----------|--|----|

- 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 *service* is Produce an Outline Business Case for the Alney Island Improvements Flood Alleviation Scheme.

The *Client* is Environment Agency

Address for communications

Address for electronic communications

The *Service Manager* is
Address for communications

Address for electronic communications

The *Scope* is in
Alney_Island_OBC_Scope v4 dated 23/12/2021

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 <i>key dates</i> and <i>conditions</i> to be met are | |
| <i>conditions</i> to be met | <i>key date</i> |
| 'none set' | 'none set' |
| 'none set' | 'none set' |
| 'none set' | 'none set' |
| The <i>Consultant</i> prepares forecasts of the total Defined Cost plus Fee and <i>expenses</i> at intervals no longer than | 4 weeks |

3 Time

| | |
|---|--------------------|
| The <i>starting date</i> is | 11 February 2022 |
| The <i>Client</i> provides access to the following persons, places and things | |
| access | <i>access date</i> |
| EA systems and staff | 11 February 2022 |

| | |
|--|--------------|
| The <i>Consultant</i> submits revised programmes at intervals no longer than | 4 weeks |
| The <i>completion date</i> for the whole of the <i>service</i> is | 10 June 2022 |
| The period after the Contract Date within which the <i>Consultant</i> 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 <i>currency of the contract</i> is the £ sterling | |
| The <i>assessment interval</i> is | Monthly |
| The <i>Client</i> set total of the Prices is | £60,153.03 |
| The <i>expenses</i> stated by the <i>Client</i> are as stated in Schedule 9 | |
| The <i>interest rate</i> is | 2.00% per annum (not less than 2) above the |
| Base | rate of the Bank of England |
| The locations for which the <i>Consultant</i> provides a charge for the cost of support people and office overhead are | All UK Offices |

| | | | | |
|---------------------|--|-------|----------|--------------------------------------|
| If Option C is used | The <i>Consultant's share percentages</i> and the <i>share ranges</i> are: | | | |
| | <i>share range</i> | | | <i>Consultant's share percentage</i> |
| | less than | 80 % | | 0 % |
| | from | 80 % | to 120 % | as set out in Schedule 17 |
| | greater than | 120 % | | as set out in Schedule 17 |

6 Compensation events

| | |
|--|------------|
| These are additional compensation events | |
| 1. | 'not used' |
| 2. | 'not used' |
| 3. | 'not used' |
| 4. | 'not used' |
| 5. | 'not used' |

8 Liabilities and insurance

| | |
|--|------------|
| These are additional <i>Client's</i> 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 <i>SERVICE</i> OR TERMINATION |
|--|--|---|
| The <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> | £5,000,000 in respect of each claim, without limit to the number of claims | 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 <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service | £15,000,000 in respect of each claim, without limit to the number of claims | 12 years after Completion |
| Death of or bodily injury to the employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract | <i>Legal minimum</i> in respect of each claim, without limit to the number of claims | <i>For the period required by law</i> |
| The <i>Consultant's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than the excluded matters is limited to | £5,000,000 | |

Resolving and avoiding disputes

| | |
|---|------------------------------------|
| The <i>tribunal</i> is litigation in the courts | |
| The <i>Adjudicator</i> is | 'to be confirmed' |
| Address for communications | 'to be confirmed' |
| Address for electronic communications | 'to be confirmed' |
| The <i>Adjudicator nominating body</i> 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

After cl54.2 and before cl54.3, insert the following additional clause:
54.2A If, prior to the Completion Date, the Price for Service Provided to Date exceeds 112% of the total of the Prices, the amount in excess of 112% of the total of the Prices is retained from the Consultant.

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 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 X7: Delay damages

X7 only Delay damages for Completion of the whole of the *service* are

OPTION X9: Transfer of rights

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 X11: Termination by the *Client*

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

NameOve Arup & Partners Ltd

Address for communications

Address for electronic communication

The *fee percentage* is

Option C

The *key persons* are

Name (1)

JobSenior Engineer

ResponsibilitiesProject Manager

QualificationsCEng MICE

Experience10 years

Name (2)

JobAssociate Director

ResponsibilitiesWest Midlands Lead

QualificationsCEng MICE

Experience18 years

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

risk of identifying part of the existing OBC information is not suitable / needs updating

3 Time

The programme identified in the Contract Data is

initially Alney Island OBC_Baseline Programme_2ND DRAFT 26-01-22

5 Payment

The *activity schedule* is

Alney Island OBC_Activity Schedule and Fee Build Up_SECOND DRAFT 07-12-21 minus an agreed £497.90

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

Name (2)
Address for communications
[redacted]

Address for electronic communications
[redacted]

X10: Information Modelling

The *information execution plan* identified in the Contract Data is to be first submitted for acceptance within 2 weeks

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

Role

Consultant execution

Signed Underhand by [PRINT NAME]

for and on behalf of

Ove Arup & Partners Ltd

SignatureDateRole

