



Collaborative Delivery Framework Framework: Ove Arup & Partners Ltd Supplier:

01312453 **Company Number:**

Geographical Area: Project Name:

Contract Number:

LLFA Delivery Support: Initial Assessment Project Number:

Professional Service Contract Contract Type:

Option: Option E

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name

LLFA Delivery Support: Initial Assessment

Project Number

This contract is made on 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

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.

Option	Option E	avoiding dis	esolving and putes	W2					
Secondary (Options								
	X2: Changes i	in the law							
	Y9: Transfer of rights								
	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				Professional Services				
The Client is			Environment /	Agency					
Address for communications			Lateral House 8 City Walk Leeds						
			LS 11 9AT						
Address for	electronic comm	unications							
	Manager is communications								
				ı					
Address for	electronic comm	unications							
The Scope i	is in IA_Scope_v1								
The partner									
The languag	ge of the contract	t is English							
	he contract is ingland and Wale	s, subject to the jurisdiction	n of the courts o	f England and Wales					
The period f	for reply is	2 weeks							
The period f	for retention is	6 years	following Com	pletion or earlier termina	tion				
The followin	g matters will be	included in the Early Warn	ing Register						
Early warnir longer than		to be held at intervals no		2 weeks					

2 The Consultant's main responsibilities

The key dates and conditions to be met are

key date 'none set' 'none set' conditions to be met 'none set' 'none set'

The Consultant prepares forecasts of the total Defined Cost plus Fee and expenses at intervals no longer than

3 Time

The starting date is

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

1st January 2023

The Consultant submits revised programmes at intervals no longer 4 weeks

The completion date for the whole of the service is

31st August 2023

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 expenses stated by the Client are as stated in Schedule 9

The interest rate is 2.00% per annum (not less than 2) above the stee of the Bank of England

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

6 Compensation events

These are additional compensation events

- Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st April 2021 and 30th June 2021
- 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

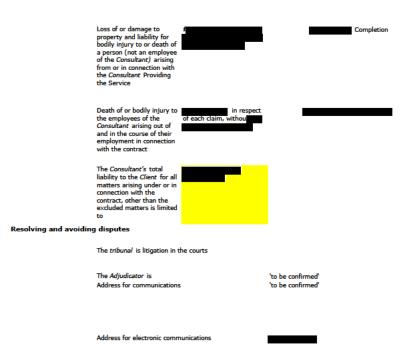
- 'not used' 'not used' 'not used'

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





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.

The Institution of Civil Engineers

The Adjudicator nominating body is

Z3 Disallowed Costs

- 23 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) Excessive charges for project management of the Service Manager
 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 et on the 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

- 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

Z6 The Schedule of Cost Components

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

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

224 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 all 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 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

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

after the

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

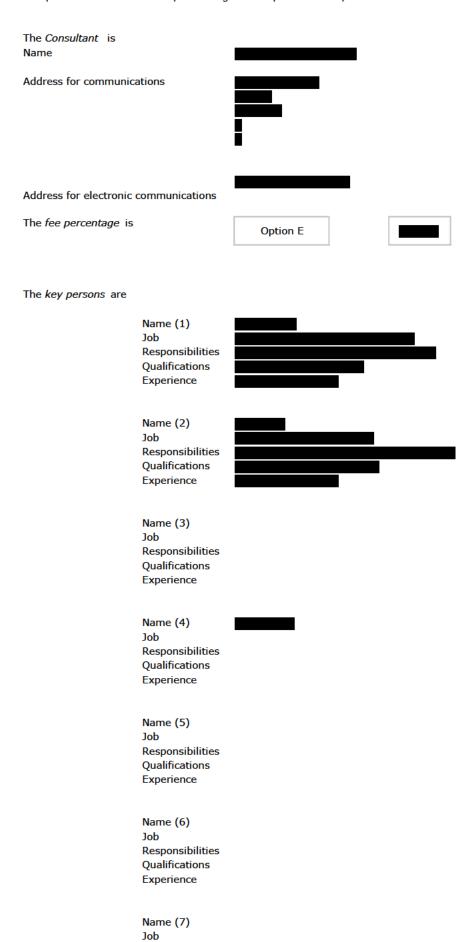
Y(UK)3: The Contracts (Rights of Third Parties Act) 1999

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



Responsibilities Qualifications Experience

The following matters will be included in the Early Warning Register

Delays to receipt of information from LLFA's
Delays to receipt of BAM input / cost estimates
Repeated requests to LLFA for information
Delays to arranging a site visit causing delays to the programme
Significant amount of data to review which will increase the time ne
LLFA staff unavailable
Difficulty obtaining information

3 Time

The programme identified in the Contract Data is

To follow

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

Contract Execution

Client execution
Signed under hand by for and on behalf of the Environment Agency

Role

Consultant execution

Consultant execution

Signed under hand by for and on behalf of Ove Arup & Partners Ltd

Role

Signature