



Framework: Collaborative Delivery Framework

Supplier: Ove Arup & Partners Ltd

Company Number: 01312453

Geographical Area: North East

Contract Name: Yorkshire Eel Passage Compliance

Project Number: ENV7005431C

Contract Type: Professional Service Contract

Option: Option C

Contract Number:

Stage: OBC\_to\_FBC

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

Project Number

ENV7005431C

This contract is made on between the Client and the Consultant

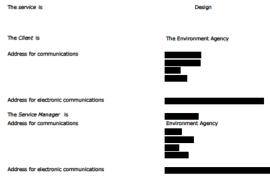
- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 and Agreement Extension dated 1st April 2023 between the Client and the Consultant in relation to the Collaborative Agreement Extension dated 1st April 2023 between the Circuit end use Constitution 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

## 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.

Main Option Option C Option for resolving and avoiding disputes W2 Secondary Options X2: Changes in the law X7: Delay damages X8: Undertakings to Others X9: 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 Scope is in LIT 13262 - NGSA OBC-FBC PSC Standard Scope- Detailed Design Castle Mills Eel Pass Nov 23

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 Change in scope Survey results requiring unaccounted for enabling works Ecological survey results requiring timely preventative measures causing delays Works near water being weather permittent causing delays

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

key date '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 26 March 2024

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

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

The completion date for the whole of the service is 13 September 2024

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 intervel 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 2.00% per annum (not less than 2) above the Base rate of the Bank of England

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

If Option C is used

#### 6 Compensation events

These are additional compensation events

- 1. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
- 2. 'not used'
- 4. 'not used'
- 5. 'not used'

#### 8 Liabilities and insurance

These are additional Client's liabilities

- '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 | PERIOD FOLLOWING COMPLETION OF THE  |
|-------|-------------------|-------------------------------------|
|       | COVER             | 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.

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 is connection with the contract

The Consultant's total liability to £5,000,000 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

'to be confirmed' Address for communications

Address for electronic communications 'to be confirmed'

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
- Jocument formets

  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, fectual arithmetical or design
- rrors

  Production or preparation of self-promotional material

  Excessive charges for project management time on a commission for secondments or full time appointments (greater has 1% of commission value).
- han 5 to 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
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  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 delikthrough 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 Cifert issuing a Yellow or Red Card to prepare a Performance Improvement Plan

  Was incurred as a resulting of rectifying a non-compilance with the Framework Agreement and/or any call off or 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.

27 Consultant's share
5-4.1 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 to 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 Tonsultant's share equals the sum of the products of the increment within each share range and the corresponding Tonsultant's share percentage. The Consultant part of the Prices, the Consultant is the Aggregated Total of the Prices, the Consultant is the Aggregated Total of the Prices, the Consultant is the Prices, the Price for Service Provided to Date is greater than the Aggregated Total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Consultant.
5-4.3 If, prior to Completion of the whole of the service, the Price for Service Done to Date exceeds 110% of the total of the Prices is retained from the Consultant.
5-4.3 If, prior to the Completion Date, the Price for Service Provided to Date exceeds 110% of the total of the Prices is retained from the Consultant.
5-4.4 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 Total of Prices. This share is included in the amount due Collowing Completion of the Whole of the services. Share is the Aggregated Total of Prices. This share is included in the final Aggregated Total of the Prices. This share is included in the final amount due.
9-3.3 If there is a termination except if 2.4 applies, the Service Provided to Date the sum of 4. The Date of the Prices when the Prices are a termination except if 2.4 applies, the Service Provided to Date the sum of 4. The Date of the Price

- the Defined Cost which the Consultant has paid and which it is committed to pay for work done before termination

- and

   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 total of

   the turns pum 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.
- 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

223 Linked contracts

Issues requiring redesign or rework on this contract due to a fault or error of the Consultant will neither be an allow 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.

**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 cartificate.
Delete existing clause 51.2 and replace with:
51.2 Each cartified payment is made by the later of one week after the paying Party receives an invoice from the other Party and one week after the paying Party receives an invoice from the other Party and if a cartified 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.

Z111 PSC - Fee adjustment for non compilance 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 compiled 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 compiled with procurement by
best value processes as defined in the Scope.

Z120 PSC - Carbon redu

| - | Carbon reduction  |              |  |  |  |  |  |  |
|---|-------------------|--------------|--|--|--|--|--|--|
|   | Ref. (Clause No.) | Clause words |  |  |  |  |  |  |
|   |                   |              |  |  |  |  |  |  |
|   |                   |              |  |  |  |  |  |  |

| 11.2<br>Definitions       | Add as Clause 11.2(36)<br>(36) The Performance Table states the targets the Consultant is to<br>achieve in Providing the Service and sets out the adjustment to payment<br>if a measured performance is higher, the same or lower than its target.<br>The Performance Table is the performance table unless later changed in<br>accordance with the contract. |
|---------------------------|---|
| 15.1<br>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<br>Accepting Defects | Delete Clause 42.2 and replace with:  'If the Consultant and the Service Manager are prepared to consider the change, the Consultant submits a quotation to the Service Manager for acceptance including any combination of:  *reduced Prices *an earlier Completion Date   |
|                           | •a revised programme •changes to the Performance Table  |
|                           | If the quotation is accepted, the Service Manager changes the Scope, the<br>Prices, the Completion Date and the Performance Table accordingly and<br>accepts the revised programme.   |
| Performance Measurements  |   |
| 57                        | Add as Clause 57:   |
| 57.1                      | From the starting date until the Completion Date, the Consultant reports to the Service Manager its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.  |
| 57.2                      | If the Consultant's performance against a target in the Performance<br>Table is not achieving or is forecast not to achieve the performance<br>target stated, it submits to the Service Manager for acceptance its<br>proposals for improving performance.  |
|                           | A reason for not accepting the proposals is that they will not provide the<br>improvement in performance needed to achieve the target in the<br>Performance Table.  |
| 57.3                      | At the dates stated in the Performance Table,  • If the relevant performance does not meet the target stated in the Performance Table, the Consultant pays the amount stated in the Performance Table,  |
|                           | <ul> <li>if the relevant performance exceeds or meets the target stated in the<br/>Performance Table, the Consultant is paid the amount stated in the<br/>Performance Table.</li> </ul>   |
| 57.4                      | Information in the Performance Table is not Scope.  |

The performance table is below

the Performance Table for this contract type [form, Partner, Stage] as set out in the Carbon Methodology dated 08 June 2023

| Ref | Subject/<br>issue to be<br>addressed | Target (PSC<br>Carbon<br>Target)   | Units | Measurement<br>rules<br>(performance<br>= x)                   | frequency        | Rate to be paid by the Consultant when<br>above target £/tCO2e<br>and its applicable range |  | the Consultant (if any)<br>and its applicable range | Rate to be paid to the<br>Consultant when below<br>target £/tCO2e<br>and its applicable range |                          | Umit on sum<br>to be paid to<br>the Consultant<br>(if any)<br>and its<br>applicable<br>range |
|-----|--------------------------------------|--|-------|--|------------------|--|--|---|---|--------------------------|--|
|     |                                      | Verified<br>Carbon<br>Budget<br>((vcb) from<br>Assessment<br>Tool) + 40% | tCO2e | Verified<br>Carbon<br>Forecast<br>(from<br>Assessment<br>Tool) | At<br>completion | Above target<br>(needs<br>Improvement)   | Above target (improving)                   |   | Below<br>target<br>(good)   | Below target<br>(better) | the lesser of<br>£24k or 5% of<br>Price  |
|     |                                      |  |       |  |                  | x >= 150%<br>(above vcb)   | 150% (above vcb) > x >=<br>40% (above vcb) |   | 40%<br>(above<br>vcb) > x<br>>= 0%<br>(vcb)   | 0% (vcb) > x             |  |
|     |                                      |  |       |  |                  | £15.00   | £0.00                                      |   | £15.00  | £15.00                   |  |

### **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

per day

#### **OPTION X8: Undertakings to Others**

The *undertakings to Others* are provided to

#### **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

£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* 

not used

### 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



Address for electronic communications

Chris.Floyd@arup.com

The fee percentage is

Option C



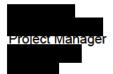
The key persons are

Name (1)

Job

Responsibilities Qualifications

Experience



Name (2)

Job

Responsibilities

Qualifications

Experience



Name (3)

Job

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

Name (5)

Job

Responsibilities

Qualifications

Experience

Name (6)

Job

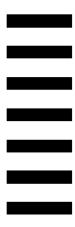
Responsibilities

Qualifications

Experience



The following matters will be included in the Early Warning Register



### 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

## **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



### Consultant execution

Signed Underhand by [PRINT NAME] for and on behalf of Ove Arup & Partners Ltd

12/03/24

e Role