



Framework: Supplier: Company Number:

Geographical Area: Contract Name: Project Number:

Contract Type: Option:

Contract Number:

Stage:

Collaborative Delivery Framework

South East Crane and Black-bourne Brook investigations phase 2 C20534

Professional Service Contract Option C

OBC_to_FBC

Revision	Sta	itus	Origi	nator	Revi	ewer	Date	

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name	Crane and Black-bourne Brook investigations phase 2		
Project Number	C20534		
This contract is made on between the <i>Client</i> and the <i>Consultant</i>			
 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 <i>Client</i> and the <i>Consultant</i> in relation to the Collaborative E 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 Crane investigations Phase 2 23-24 Scope 15.09.23		

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	Ontion (
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 *Client* is

Environment Agency

Address for communications



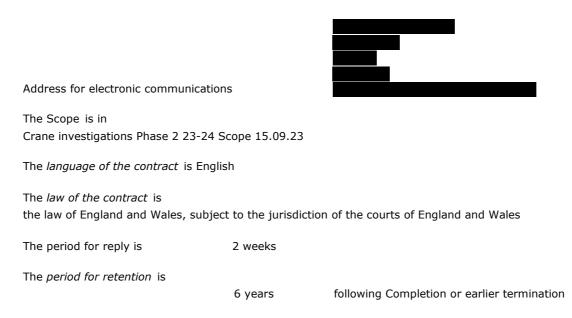
Address for electronic communications

The *Service Manager* is Address for communications





Rev 1.9.2a



The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no 2 weeks longer than 2

2 The Consultant's main responsibilities

The key dates and conditions to be met are conditions to be met	key date
'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

Th	ne starting date is	31 10 2023
Th	e Client provides access to the following persons, places and	things
ac	cess	access date

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

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 is26 weeks

Rev 1.9.2a

3 Time

5 Payment

	The <i>currency of the contract</i> is the £ sterling					
	The assessment in	The assessment interval is		Monthly		
	The Client set total	l of the Prices is				
	The expenses state	The expenses stated by the Client are as		stated in Schedule 9		
	The <i>interest rate</i> is Base	2.00 rate of t		nnum (not less th Bank c	nan 2) above the of England	
	The locations for w charge for the cost overhead are			a	All UK Offices	
If Option C is used	The <i>Consultant's sl</i>	hare percentages	and the <i>sha</i>	re ranges are:		
		share range			Consultant's share	
	less than		80 %		0	%
	from	80 %	to	120 %	50%	
	greater than		120 %		100%	

8 Liabilities and insurance

These are additional Client's 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 SERVICE 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	6 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 months 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	Legal minimum in respect of each claim, without limit to the number of claims	For the period required by law

with the contract

The Consultant's total fiability to 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

The Adjudicator is

'to be confirmed'

Rev 1.9.2a

'to be confirmed'

Address for electronic communications

The Adjudicator nominating body is

The Institution of Civil Engineers

'to be confirmed'

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.

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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 service using forecasts of the final Aggregated Price for Service Provided to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the services.

54.5 The *Service Manager* makes a final assessment of the *Consultant's* share, using the final Aggregated Price for Service Provided to Date and the final Aggregated Total of the Prices. This share is included in the final amount due. 93.3 If there is a termination except if Z4 applies, the *Service Manager* assesses the *Consultant's* share after certifying termination. The assessment uses as the Aggregated Price for Service Provided to Date the sum of

the total of

- the Defined Cost which the Consultant has paid and

- which it is committed to pay for work done before termination

and

the total of

- 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 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

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

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.

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.

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

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 20.5"

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

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 Delay damages for Completion of the whole of the service are X7 only 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 2 weeks **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

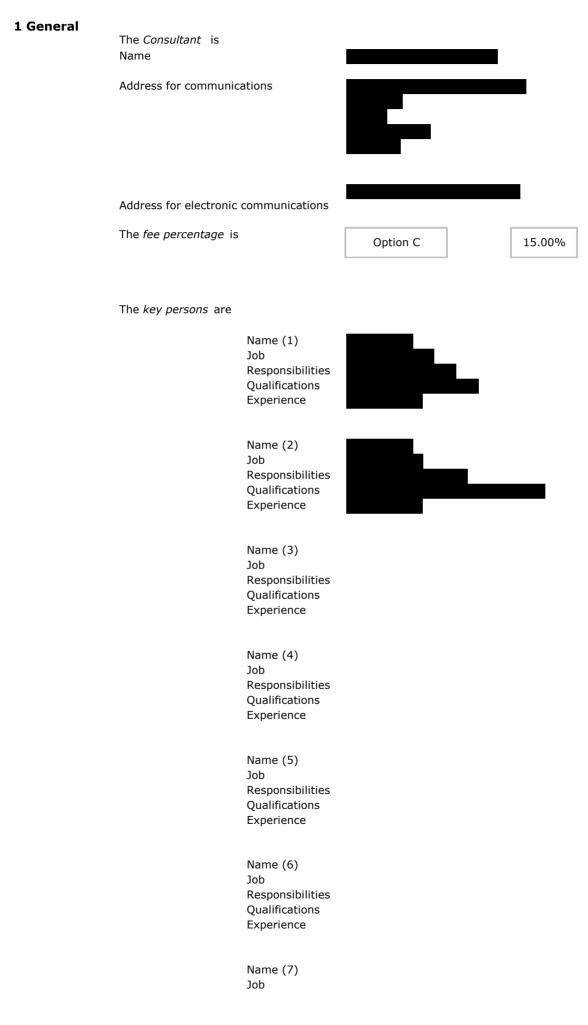
term

beneficiary

No Terms under this cor No beneficiary under this contract

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.





The following matters will be included in the Early Warning Register

3 Time

The programme identified in the Contract Data is

To be issued in first two weeks of appointment

5 Payment

The *activity schedule* is Crane Brook-Resource Estimate Template Form v3.xlsx

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

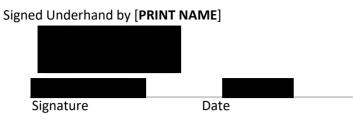
X10: Information Modelling

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

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Contract Execution

Client execution



for and on behalf of the Environment Agency

Environment Programme Manager Role

Consultant execution

