



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

Geographical Area: North East
Project Name: Data and Discovery Phase - Support Framework
Project Number: [REDACTED]

Contract Type: Professional Service Contract
Option: Option A

Contract Number: ecm_65479

Stage: Other

Revision	Status	Originator	Reviewer	Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Data and Discovery Phase - Support Framework

Project Number [REDACTED]

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

• The following documents are incorporated into this contract by reference
LIT 13259 - Professional services contract scope - Data and Discovery Phase - Support Framework v1.2

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 A	Option for resolving and avoiding disputes	W2
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Secondary Options

X2: Changes in the law

X5: Sectional Completion

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18: Limitation of Liability

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* There is a need to address the data and information recommendations provided by Arup to support the projects, which include

1. Projects want visibility of existing evidence and data (internal and external to the EA)
2. Projects want support in brokering access to data sets (internal and external to the EA)
3. Projects want to know programme expectations around data, information and knowledge collection, storage and sharing
4. Broad desire to share and facilitate access to data beyond programme boundaries

The *Client is* Environment Agency

Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications [REDACTED]

The *Service Manager is* [REDACTED]

Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications [REDACTED]

The Scope is in
lit 13259 - Professional services contract scope - Data and Discovery Phase - Support Framework v1.2

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
Information

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*

The *Consultant* prepares forecasts of the total *expenses*
at intervals no longer than 4 weeks

3 Time

The *starting date* is 8th August 2022

The *Client* provides access to the following persons, places and things
access *access date*
Access to existing stakeholders and workstream Contract term

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

The *completion date* for the whole of the *service* is 8th February 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%
Base rate of the per annum (not less than 2) above the
Bank of England

6 Compensation events

These are additional compensation events

- 1.
- 2.
- 3.

- 4.
- 5.

8 Liabilities and insurance

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

EVENT	MINIMUM AMOUNT OF	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 Million in respect of each claim, without limit to the number of claims	6 years
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>) from or in connection with the <i>Consultant</i> Providing the <i>Service</i>	£ 5 Million in respect of each claim, without limit to the number of claims	12 years
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	Which ever is the greater of £5m or the amount required by law in respect of each claim, without limit to the number of claims	Legal minimum in respect of each claim, without limit to the number of claims
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 limited to		£ 5 Million

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 are 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 sub contractor, 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

Z6 The Schedule of Cost Components

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

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* approval of a fee note.

Delete existing clause 51.2 and replace with:

51.2 Each certified payment is made within one week after the paying Party receives an invoice from the other Party and

If a certified payment is late, 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

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 X5: Sectional Completion

The <i>completion date</i> for each <i>section</i> of the <i>service</i> is		
<i>section</i>	<i>description</i>	<i>completion date</i>
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		

OPTION X7: Delay damages

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

X7 plus X5	Delay damages for each <i>section</i> of the <i>service</i> are	
	description	amount per day
	1	
	2	
	3	
	4	
	5	
	6	
	7	
	8	
	9	
	10	
	11	
	12	
	13	
	14	
	15	
	16	
	17	
	18	
	19	
	20	

The delay damages for the remainder of the *service* are

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

£1,000,000.00

The *Consultant's* liability to the *Client* for Defects that are not found until after the *defects date* is limited to

£500,000.00

The *end of liability date* is 6 Years after the
Completion of the whole of the *service*

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which payment becomes due

Y(UK3): 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	Ove Arup & Partners Ltd
Address for communications	8 Fitzroy Street London W1T 4BQ

Email address	
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The *key persons* are

Name (1)	
Job	
Responsibilities	
Qualifications	
Experience	

The *key persons* are

Name (2)	
Job	
Responsibilities	
Qualifications	
Experience	

The *key persons* are

Name (3)	
Job	
Responsibilities	
Qualifications	
Experience	

The *key persons* are

Name (4)	
Job	
Responsibilities	
Qualifications	
Experience	

The *key persons* are

Name (5)	
Job	
Responsibilities	
Qualifications	
Experience	

The *key persons* are

Name (6)	
Job	
Responsibilities	
Qualifications	
Experience	

The *key persons* are

Name (7)	
Job	
Responsibilities	
Qualifications	
Experience	

The following matters will be included in the Early Warning Register

3 Time

If a programme is to be identified in the Contract Data.

The programme identified in the Contract Data is
to be completed as stipulated within 4 weeks of mobilisation

5 Payment

The *activity schedule* is
Attached - see FCRP Discovery Activity Schedule - 05 08 22

The tendered total of the Prices is
£49,999.98

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1)

Address for communications

Arup Leeds Office
78 East Street
Leeds
LS9 8EE

Address for electronic communications

Name (2)

Address for communications

Arup Leeds Office
78 East Street
Leeds
LS9 8EE

Address for electronic communications

X10: Information Modelling

The information execution plan identified in the Contract Data is
N/A

Contract Execution

Client execution

Signed Underhand by [REDACTED]

for and on behalf of the Environment Agency

[REDACTED]

22/08/2022

[REDACTED]

Signature

Date

Role

Consultant execution

Signed Underhand by [PRINT NAME]

for and on behalf of Ove Arup & Partners Ltd

[REDACTED]

[REDACTED]

17/08/2022

[REDACTED]

Signature

Date

Role