

This document is executed as a deed and is delivered and takes effect
at the date written at the beginning of it



Framework:	Collaborative Delivery Framework
Supplier:	Ove Arup & Partners Ltd
Company Number:	01312453
Geographical Area:	North East
Contract Name:	Brighthouse FAS
Project Number:	[REDACTED]
Contract Type:	Professional Service Contract
Option:	Option E
Contract Number:	C20539
Stage:	Site_Design_Queries

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Brighthouse FAS

Project Number [REDACTED]

This contract is made on 11 January 2024
between the *Client* and the *Consultant*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 and Framework Agreement Extension dated 1st April 2023 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 23 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
Brighthouse FAS Construction Design Support Scope v1.1

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 E	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- 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 This contract relates to advance works identified in the OBC BCUR2. It is the intention to add the main Brighthouse works in accordance with the approved FBC. This contract is to respond to alterations required due to unforeseen circumstances on Site or additional instruction under this contract which will be dealt with as an instruction under this contract and evaluated using the Compensation Event process

The *Client* is Environment Agency

Address for communications Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications [REDACTED]

The *Service Manager* is
Address for communications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications

[REDACTED]

The Scope is in
Brighthouse FAS Construction Design Support Scope v1.1

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 12 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 *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 *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 1st September 2023

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

Asite 1st September 2023

Fastdraft 1st September 2023

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

The *completion date* for the whole of the *service* is 31st March 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 interval* is Monthly

The forecast of the Prices is [REDACTED]

The *expenses* stated by the *Client* are as stated in Schedule 9

The *interest rate* is [REDACTED] 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 All UK Offices

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 *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 <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>	[REDACTED]	[REDACTED]
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	[REDACTED]	[REDACTED]
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	[REDACTED]	[REDACTED]

The *Consultant's* total liability 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
Address for communications

'to be confirmed'
'to be confirmed'

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
- 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.

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

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 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

■■■■■

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 ■■■■■ 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 <i>Consultant</i> is		
Name	Ove Arup & Partners Ltd	
Address for communications	8 Fitzroy Street London W1T 4BQ	
Address for electronic communications	<div></div>	
The <i>fee percentage</i> is	<div>Option E</div>	<div></div>
The <i>key persons</i> are		
	Name (1)	<div></div>
	Job	<div></div>
	Responsibilities	<div></div>
	Qualifications	<div></div>
	Experience	<div></div>
	Name (2)	<div></div>
	Job	<div></div>
	Responsibilities	<div></div>
	Qualifications	<div></div>
	Experience	<div></div>
	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

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

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

Name (2)
Address for communications

Address for electronic communications

X10: Information Modelling

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

Contract Execution

Client execution

Signed as a Deed by [PRINT NAME]

for and on behalf of the Environment Agency



Signature

11/01/2024

Date



Role

In the presence of:



11/01/2024

Date



Role



Name [Print]

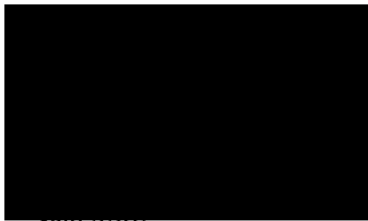
Address



Consultant execution

Signed as a Deed by [PRINT NAME]

as attorney for Ove Arup & Partners Ltd
under a power of attorney dated 1st April 2022.



Signature

06/11/2023

Date



Role

In the presence of:



Signature

7/11/23

Date

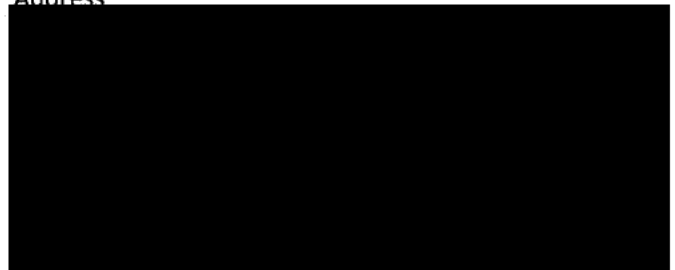


Role



Name [Print]

Address



Environment Agency

NEC4 professional services contract (PSC)

Scope

Project / contract information

Project name	Brighthouse FAS
Project SOP reference	██████████
Contract reference	C20539
Date	May 2023
Version number	1.1
Author	██████████

Assurance

Author	██████████	Date:	
Consulted	██████████	Date:	
Consulted	██████████	Date:	
Reviewed	██████████	Date:	
Checked prior to issue	██████████████████	Date:	

Revision history

Revision date	Summary of changes	Version number
24/05/2023	First issue	1.0
01/06/2023	Second Issue	1.1

This Scope should be read in conjunction with the version of the Minimum Technical Requirements and Exchange Information Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The service is to be compliant with the following version of the Minimum Technical Requirements and Exchange Information Requirements and SHEW:

Document	Document Title	Version No	Issue date
LIT 13258	Minimum Technical Requirements	V12	Dec 2021
LIT 17641	Exchange Information Requirements	V3.0	5 th January 2023
LIT 16559	SHEW Code of Practice	V5.0	January 2023

customer service line
03708 506 506
www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188

1 Objectives of the project (project outcomes)

Objective

The primary strategic objective of the scheme is to significantly increase the capacity of the Brighthouse community to cope with major floods. This will be achieved by reducing the risk of flooding to property and infrastructure as far as is practicable and affordable, whilst avoiding increases in flood risk elsewhere.

This contract relates to advance works identified in the OBC BCUR2. It is the intention to add the main Clifton Beck works in accordance with the approved FBC

Outcome Specification

The *Consultant* has produced the design and is wholly responsible under the Detail design commission to remedy any defect, fault or inadequacy in that design due to act or omission through the detailed design.

This contract is to respond to alterations required due to unforeseen circumstances on Site or additional instruction under this contract which will be dealt with as an instruction under this contract and evaluated using the Compensation Event process.

2 Project team

- 1 The design consultant is [REDACTED]
- 2 The Contractor is [REDACTED]
- 3 The Project Manager is [REDACTED] from [REDACTED]
- 4 The Contractor will be appointed using the NEC4 Engineering and Construction Contract option E
- 5 Cost management will be provided by the co-located cost manager
- 6 Principal Designer is [REDACTED]
- 7 The Environmental Clerk of Works is [REDACTED]

3 Consultant provides the services

The *Consultant* has produced the design and is wholly responsible under the Detail design commission to remedy any defect, fault or inadequacy in that design due to act or omission through the detailed design.

This contract is to respond to alterations required due to unforeseen circumstances on Site or additional instruction ~~under this contract~~ which will be dealt with as an instruction under this contract and evaluated using the Compensation Event process.

The current programme of the advanced works commenced 3rd April 2023

Scope

- Answering technical queries on issued final design
- Issue of construction drawings including preparation of RC details and bar bending schedules
- Attendance to monthly progress meetings and weekly collaboration meetings
- Issue of final construction issue drawings for H&S File

- Value Engineering
- Amendment of final detailed design to suit on site buildability methods
- Employer/Contractor owned risks resulting in changes to the design

3.1 Monthly Report

- Deliver a monthly progress report in the *Client's* standard template ([Link](#)) giving progress against programme, deliverables received and expected through IDP and MIDP, financial summary against programme and forecast project carbon.

3.2 Forecast monthly

- Commission capital forecast to be entered on FastDraft monthly & Project forecast carbon outturn to be entered onto FastDraft monthly. The *Consultant/Contractor* is required to provide a monthly forecast on FastDraft for both carbon and cost in accordance with FHU

[Framework Heads Up 244 Commercial Clarification 54](#)

[Framework Heads Up 256 Commercial Clarification 57](#)

3.3 Application for Payment / Invoice

The *Consultant* is required to provide the backup to their application for payment in the following format:

[Worksheet for actual Cost and Carbon CDF Lot 1](#)

[Worksheet actual Carbon and Cost CDF Lot 2](#)

Submission of an application for payment without this format of backup sheet will not be recognised and treated as a compliant submission.

4 Definition of completion and defects

- 1 Completion is only achieved when all of the *services* have been provided and accepted by the *Client*. Population of the *Client's* latest version of the Project Cost Tool, Carbon Tool and provision of BIM information is an absolute requirement of Completion.
- 2 A Defect is any *service* provided which is not in accordance with the Scope, the law or acceptable good practice in the industry. This includes any *service* which is not in accordance with the work practices stated as being employed by the *Consultant* to ensure the quality of their *services* is consistent with their quality plan.

5 Constraints on how the consultant provides the services

- 1 The named Supervisor is not to delegate their duties or powers without prior written agreement from the *Client*.

6 Standards to be achieved

6.1 Health and safety

Health, safety and welfare is of paramount importance to the *Client* and one of the objectives for the contract is that the works should be undertaken in a manner that achieves highest possible standards. Health, safety and welfare provisions must be seen as integral parts of carrying out the works and not as stand alone considerations. The *Project Manager* will take reasonable steps, when considering documents supplied to him by the Contractor, that the management arrangements adopted by the Contractor for safety are suitable.

The contract requires the Contractor to produce a schedule of activities for which risk assessments and method statements must be prepared. The schedule and method statements will meet the dual requirements of the Construction Design and Management Regulations and the requirements of sub-clause 31.2 of the contract.

The Contractor will be free to add to the schedule as the work progresses. Prior to the start of construction work, and again after any revisions prior to implementation of the revisions, the Contractor must forward the schedule to you, with the programme for acceptance.

The level of detail required will depend on the activity. As a minimum the Contractor must ensure that risk assessments and method statements are prepared and submitted for review in accordance with the Works Information covering:

- full, timing and sequence of construction including the use and design of temporary works, materials, plant and equipment proposed by the Contractor;
- Indication of activities that represent a higher than normal level of health and safety risk.

Some additional information may be required in respect of compliance with the Environmental Action Plan and the minimisation of environmental impacts of the activities.

Method statements supplied in support of the Works Information are to be formatted for the benefit of those personnel undertaking the works, and contain language and detail appropriate for those individuals. They shall take account of experience, to ensure that account is taken of the matters identified above

6.2 Co-operation with the Principal Designer

There will be a Principal Designer for this scheme. The Principal Designer duties will include for a review of any site based works and notifying the HSE of these, as well as a review of the design. The Principal Designer will comment and include for any work required following review. The Supervisor Consultant will co-operate with the Principal Designer.

6.3 Specifications or standards to be used

None additional

7 Requirements of the programme

7.1 Programme

Suggested content may include all or some of: (include a range of full activities)

Start Date is 1st June 2023 and Completion date is 30th October 2023

The Consultant shall provide a detailed project plan in Microsoft project format ~~version X~~ meeting all requirements of Cl.31 of the *Conditions of Contract*. A baseline plan shall be provided for the project start up meeting and this will be updated monthly for progress meetings with actual and forecast progress against the baseline.

The programme shall cover all the activities to be undertaken by the *Consultant* and other members of the project team. Include all major project milestones from commencement to the end of the reporting, consultation and approvals stage.

8 Services and other things provided by the *Client*

Any other information not presented elsewhere can be placed here. For example additional requirements are included below.

8.1 Data and information management and intellectual property rights

All of the data listed as being supplied to the supplier as part of this study remains the Intellectual Property of the *Client*.

8.2 Data custodianship

The data custodian for project deliverables from this commission will be the area PSO team.

8.3 Licensing information

Licences for LiDAR Data, Ordnance Survey mapping, model, survey, hydrometric and historical data will be provided to the *Consultant* upon award of this commission.

8.4 Metadata

The *Client* populates a metadata database called the Information Asset Register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata. The *Client's* project manager will supply an IAR spreadsheet (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

8.5 Data security

All model and survey information will be provided to the supplier in an encrypted format (using WinZip 128 bit encryption) according to *Client* data security policy. It is expected that once the commission is completed, all the original data sent to the supplier, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption.

Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption. We do not share info in this format – all on Asite

Further Details regarding security measures will be discussed at the start-up meeting for this commission

8.6 Timesheets

Timesheets as normally utilised by the *Consultants* shall be submitted with fee notes unless otherwise agreed with the *Client's* project manager. Electronic submissions would be acceptable.

8.7 Payment procedure

Payment is subject to the procedure agreed in or under the framework

8.8 Quality

The quality management system complies with the requirements of ISO9001 and ISO14001.

~~Please detail any other requirements of the Quality Plan~~

Appendices

Appendix 1 – Information Delivery Plan (IDP)

The *Consultant* shall adhere to the Environment Agency's Exchange Information Requirements (EIR) framework level minimum technical requirements.

All *Client* issued information referenced within the Information Delivery Plan (IDP) requires verifying by the *Consultant* unless it is referenced elsewhere within the Scope.

The *Consultant* shall register for an Asite Account and request access to the project workspace to view the IDP and update to create the MIDP.

Guidance on the IDP can be found [here](#)

Create the IDP on Asite and embed a PDF version as Appendix 1.

<https://www.asite.com/login-home>