



Framework: Collaborative Delivery Framework
Supplier: [Redacted]
Company Number: [Redacted]
Geographical Area: Midlands
Contract Name: Lower Witham - Phase 1 - Construction Design Support
Project Number: [Redacted]
Contract Type: Professional Service Contract
Option: Option C
Contract Number: [Redacted]
Stage: Site_Design_Queries

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name
Least Wilson - Phase 1 - Construction Design Support

Project Number
[REDACTED]

The contract is made on [REDACTED] day of [REDACTED] between the Client and the Consultant.

The contract is made pursuant to the Framework Agreement (the "Agreement") dated 31st day of April 2018 and subsequent Agreement Variations dated 1st 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 20, inclusive of the Framework Schedules are attached within this Contract.

The following documents are incorporated into this contract by reference:
LWSP1_Construction_Construction_Design_Support_Schedule_20180427 (202)

Part One - Data provided by the Client
Statements given to
all Contracts

1 General

The conditions of contract are the main clauses and the clauses for the following in a typical: the Option for making and avoiding disputes and secondary clauses of the NEC Professional Service Contract June 2017.

Main [Option 1] Option for making and avoiding disputes [X2]

Secondary Options

X2: Changes in the law

X9: Transfer of rights

X20: Information made by

X21: Termination by the Client

X22: Limitation of liability

X23: Key Performance Indicators

X24(a): The Housing Standards Construction and Regulations Act 1996

X24(b): The Contracts (Rights of Third Parties) Act 1999

X: Additional conditions of contract

The service is provided by the Consultant design and environmental support during construction works

The Client is [REDACTED]

Address for correspondence is [REDACTED]

Address for electronic communications

The Service Manager is [REDACTED]

Address for correspondence is [REDACTED]

Address for electronic communications

The Project is [REDACTED]
LWSP1_Construction_Construction_Design_Support_Schedule_20180427 (202)

The amount of the contract is [REDACTED]

The date of the contract is [REDACTED]

The law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The period for notice is 2 weeks

The period for completion is 6 years

The following completion or other time limit is [REDACTED]

Early warning event sign is to be held at intervals of 2 weeks

2 The Consultant's main responsibilities

The key dates and conditions to be met are

Key date

None set

None set

None set

None set

None set

None set

The Consultant provides forecasts of the total forecast cost plus fee and expenses at intervals no longer than

weeks

3 Time

The start date is

01 July 2025

The end date is the latest date when the service is to be completed

01 July 2025

The end date is the latest date when the service is to be completed

01 July 2025

The end date is the latest date when the service is to be completed

01 July 2025

The end date is the latest date when the service is to be completed

01 July 2025

The end date is the latest date when the service is to be completed

01 July 2025

The Consultant submits revised programmes at intervals no longer than

weeks

The completion date for the whole of the service is

29 December 2025

The period after the Contract Date within which the Consultant is to submit a first programme for acceptance is

weeks

4 Quality management

The period after the Contract Date within which the Consultant is to submit a quality management and quality plan is

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 pound sterling

The payment period is

Months

The Client will fund the Project is [REDACTED]

The expenses stated by the Client are included in Schedule 10

The interest rate is 3.00% per annum (net) less than 12 above the rate of the Bank of England

The net fee for which the Consultant provides a charge to the cost of project management and other [REDACTED]

at the Office

6 Other

The Consultant's share percentages and the share charges are:

with [REDACTED] Consultant's share percentage

with [REDACTED] at 1st and 2nd Schedule 10

greater than 100% at 1st and 2nd Schedule 10

These are additional compensation events

1. B/Coff provisions
2. 'Not stated'
3. 'Not stated'
- 'Not stated'
5. 'Not stated'

There are additional client's interests:

1. 'Not used'
2. 'Not used'
3. 'Not used'

[illegible]

The <i>Is</i> dual is identical to the <i>is</i> clause	
The <i>Adjectival</i> is	to be confirmed
Address for communication	to be confirmed
Address for electronic communications	To be confirmed
The <i>Alternative</i> communication facility is	The <i>Notification of Full Incident</i>

Z1 Disputed
Debate not final (Issue WZ.1)

22 Prevention

The text of clause 28 Prevention is deleted.

Delete the text of clause 60.5(2) and replaced by:

The server is affected by any of the following events:

• your user's negligent use or misuse of our system or its related products;

• errors and call connection not confirmed to the employees of the Consultant and sub-contractors;

• burning and/or fire or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel;

Test

Reductive test: explosive or other hazardous production of an explosive nuclear war device

Negative test: nuclear explosion

Free and expansion

Impact by aircraft or other aerial device or thing dropped from them.

[illegible]

Z6 The Schedule of Cost Components

[illegible]

- which is **convenient** to pay
- **the contract**: before the date the **contractual contract** is **signed** under the **contract**.
- The **assessments** **used** as the **Aggregated Total of the Prices** is the **sum** of
 - the **total of**
 - the **ump** **sum** **for** each **activity** which **has** been **completed** and
 - the **proportion** of the **ump** **sum** **for** each **activity** which **is** the **proportion** of the **work** in the **activity** which **has** been **completed**
 - the **total of**
 - the **ump** **sum** **for** each **activity** which **has** been **completed** and
 - the **proportion** of the **ump** **sum** **for** each **activity** which **is** the **proportion** of the **work** in the **activity** which **is** **due**

11.30(2) The **Aggregated Total of the Prices** is **sum** of

- the **total of** the **prices** and
- the **total of** the **Prices** **is** the **partner** **contract**

11.30(3) The **Aggregated Price for Service** is **sum** of the **sum** of

- the **Price for Service Provided to Service** and
- the **Price for Service Provided to the Partner** **is** the **Price for Service** **is** the **partner** **contract**

2.23 Indemnified contracts
Issues requiring redress or review 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

2.01 Requirement for Invoice
Add the following sentence to the end of clause 51.2:
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 call facts.
Delete existing clause 51.2 and replace with:
51.2 Each certified payment is made by the User of one week after the day the 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 call is payment is due 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 due 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

Z.20 Risks and insurance
The Consultant is required to submit insurances annually as Clause 2. of the Framework Agreement

Z.20 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

2311 PNC - Fee adjustment for non-compliance with Scope
Delete existing 23.2 (E) and replace with the following clause
The Fee is the amount calculated by applying the *per centage* 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 *per centage* 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 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 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

Address for communications

Address for electronic communications

The fee percentage is

Option C

14.00%

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

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
20250511 Programme rev1.mpp

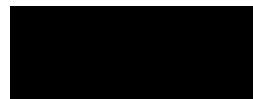
5 Payment

The *activity schedule* is
20250630 Fee Estimate rev3

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
Not applicable

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of [REDACTED]

[REDACTED]

0/07/2025 Project Manager
Role

Consultant execution

Signed Underhand by [PRINT NAME]

for and on behalf of [REDACTED]

[REDACTED]

Signature 07/07/2025 Date Director
Role