



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: Leam Valley - Phase 1 - Construction Design Support

Project Number: [REDACTED]

The contract is dated 14 July 2023
between the Client and the Consultant

The contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 and Supplemental Agreement dated 01st day of April 2021 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 upon within this Contract.

The following documents are incorporated into this Contract by reference:
Contract, Construction, Design Support, Scope, Service, 20230617 (002)

Part One - Data provided by the Client
Statement of Work

1. General

The conditions of contract are the one clause and the clause for the following in respect of the Option for meeting and working together and secondary OJG set of the NEC Professional Service Contract June 2017:

Main: [REDACTED] Option for meeting and working together: [REDACTED]

Secondary Options

O1: Changes in the law

O2: Transfer of rights

O3: Information on tendering

O4: Termination by the Client

O5: Cost control of works

O6: Key Performance Indicators

O7(OJG): The Meeting Schedule - Contractor and Regulator's Act 1996

O8(OJG): The Contracts (Rights of Third Parties) Act 1999

Z: Additional Conditions of Contract

The service is: Project design and environmental support during construction works

The Client is: [REDACTED]

Address for contract use: [REDACTED]

Address for electronic communications:

The Service Manager is: [REDACTED]

Address for contract use: [REDACTED]

Address for electronic communications:

The Project is: Leam Valley Construction Design Support, Volume 2, 20230617 (002)

The location of the contract is: [REDACTED]

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 notice is: 2 weeks

The period for completion is: 6 weeks following completion or earlier terminated on

The following matters will be included in the Early Warning Register

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

2. The Consultant's main responsibilities

The key dates and conditions to be met are:

Start date: [REDACTED]

End date: [REDACTED]

Start date: [REDACTED]

6 Compensation events

There are additional compensation events:

- 1. RCMR price rise
- 2. 'Not used'
- 3. 'Not used'
- 4. 'Not used'
- 5. 'Not used'

8 Liabilities and insurance

There are additional Client's liabilities:

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

The maximum amount of cover and the periods for which the Contractor maintains insurance are:

EVENT	MAXIMUM AMOUNT OF COVER	PERIODS FOR WHICH COVERAGE IS TO BE MAINTAINED
The Contractor's liability for loss of or damage to the works or any part of the works	£10,000,000 in respect of each contract	12 years after Completion
Public liability, including damage to the service	£10,000,000 in respect of each contract	12 years after Completion

The Contractor shall indemnify and hold the Employer harmless for all claims, damages, costs and expenses (including reasonable attorneys' fees) incurred by the Employer in connection with the Contractor's Professional Services.

Death of bodily injury to any individual in respect of the Contractor's liability for loss of or damage to the works or any part of the works shall be covered by the Contractor's Professional Services.

The Contractor shall indemnify and hold the Employer harmless for all claims, damages, costs and expenses (including reasonable attorneys' fees) incurred by the Employer in connection with the Contractor's Professional Services.

Resolving and avoiding disputes

The Dispute is resolved in the courts:

The Arbitrator is: [redacted] To be confirmed by the Employer

Address for a written communication: [redacted] The Employer's Project Management

2 Clauses

21 Provision

Order meeting Clause 21.1.

The Contractor shall indemnify and hold the Employer harmless for all claims, damages, costs and expenses (including reasonable attorneys' fees) incurred by the Employer in connection with the Contractor's Professional Services.

22 Disruption Costs

The Contractor shall indemnify and hold the Employer harmless for all claims, damages, costs and expenses (including reasonable attorneys' fees) incurred by the Employer in connection with the Contractor's Professional Services.

23 Show no Variation

Order meeting Clause 23.1 and 23.2 and include with 23.1 to the extent of the Contractor's obligation to show no variation in the Contractor's Bill of Materials.

24 The Schedule of Cost Components

The Schedule of Cost Components are as defined in the Framework Schedule 4.

27 Contractor's share

The Contractor shall indemnify and hold the Employer harmless for all claims, damages, costs and expenses (including reasonable attorneys' fees) incurred by the Employer in connection with the Contractor's Professional Services.

28 Cost of materials

Order meeting Clause 28.1 and 28.2 and include with 28.1 to the extent of the Contractor's obligation to show no variation in the Contractor's Bill of Materials.

29 Requirement for Invoice

The Contractor shall indemnify and hold the Employer harmless for all claims, damages, costs and expenses (including reasonable attorneys' fees) incurred by the Employer in connection with the Contractor's Professional Services.

210 Risk and Retention

The Contractor is required to submit quotations annually by Clause 21 of the Framework Agreement.

2 20 Payment for Service Provided in Data

Order meeting Clause 2 20.1 and 2 20.2 and include with 2 20.1 to the extent of the Contractor's obligation to show no variation in the Contractor's Bill of Materials.

2 211 No - Fee adjustment for non-compliance with Scope

Order meeting Clause 2 211 and include with the following clause: The Contractor shall indemnify and hold the Employer harmless for all claims, damages, costs and expenses (including reasonable attorneys' fees) incurred by the Employer in connection with the Contractor's Professional Services.

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



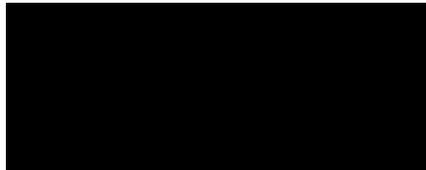
The *fee percentage* is

Option C

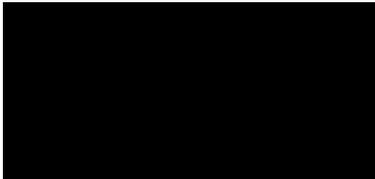
14.00%

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) [REDACTED]
Address for communications

[REDACTED]

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]

0/07/2025 Project Manager
Role

Consultant execution

Signed Underhand by [PRINT NAME]



for and on behalf of [REDACTED]

Signature 07/07/2025 Date Director Role