



Framework: Supplier: Company Number:

Geographical Area: Contract Name: Project Number:

Contract Type: Option: **Collaborative Delivery Framework** 

West Midlands Midlands Lower Risk Debris Screens DA - WMD

Professional Service Contract Option E

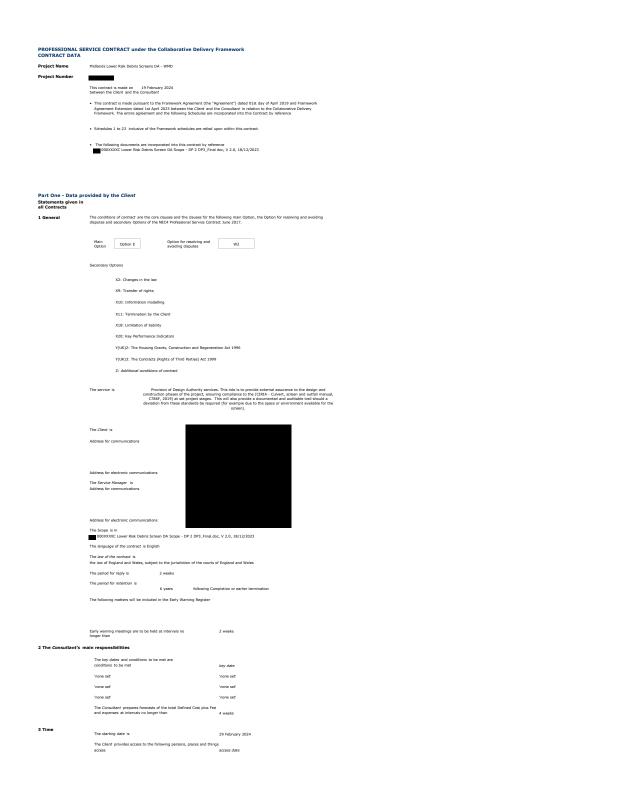
**Contract Number:** 

Stage:

C23028-003

OBC\_to\_FBC

Revision	Status	Originator	Reviewer	Date



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

The completion date for the whole of the service is 31 March 2027

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

The interest rate is 2.00% 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

- Carbon Methodology Adherence to and compliance with the Carbon Methodology dated 08 June 2023
- 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 SERVICE OR TERMINATION
The Consultant's failure to use the skill and care normally used by professionals providing services similar to the service	n respect of each claim, without limit to the number of claims	12 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 Consultant) arising from or in connection with the Consultant Providing the Service	in respect of each claim, without limit to the number of claims	12 months after Completion
Death of or bodily injury to		For the period required by law

Death of or bodily injury to Legal minimum in respect the employees of the of each claim, without limi Consultant arising out of to the number of claims and in the course of their employment in connection with the contract

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 'to be confirmed' Address for communications 'to be confirmed'

Address for electronic communications <u>Yo be confirmed</u> The Adjudicator nominating body is The Institution of Civil Engineers

### Z Clauses

Z1 Disputes Delete existing clause W2.1

22 Prevention
The test of clause 18 Prevention is deleted.
Delete the test of clause 18 Prevention is deleted.
Delete the test of clause 63.1(22) and replaced by:
The arrive is alfested by any of the following events
"Body of the second of

\*#-motion of documents due to intelligate up your a manimum of the second method of the second method of the second method in the second method of the

 Attendance of additional individuals to meetingal workshops etc. who have not been previously invited by the Son Manager
 Casts associated with the attendance at additional meetings after programmed Completion, if delay is due to Consultant performance
 Casts associated with the international of the Locatulation of the consultant of the consultant of the consultant performance
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## 26 The Schedule of Cost Components The Schedule of Cost Components are as detailed in the Framework Schedule 9.

223 Linked centracts Issues requiring motiogn or rework on this contract due to a fault or error of the Consultant will neither be an allowable cost under this contract 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 sometime to the word of subuse 51.1: The Party to which party more is do additional an invoice to the other Party for the amount to be paid within one week of The Party is a string part of the part of the same of the party of the amount to be paid within one week of 12.1 ach cardied party parts is made by the state of 12.2 ach cardied party parts is made by the state of 13.2 ach cardied party parts is made by the state of 14.3 cardied party parts is the of or a party part of the state of the party and 14.3 cardied party parts is the or of a party part of the state of the parts of the same of the state of the part of the part of the part of the part of the parts of the part of the state of the fort assessment after the the party parts and the date when the late part of the made, and is included in the first assessment after the late parts of the part of the parts of the parts of the part of the parts of the

225 Risks and insurance The Consultant is required to submit insurances annually as Clause Z4 of the Framework Agreement

Z 19 Payment for Service Provided to Date Delete existing clause 11.2 (21) and replace with: "11.2 (21) The Net or Service Provide to the total Delined Cost which the Service Manager forecasts will have been pad by the Constants Update the next assessment (add picts the Fee. The Nete for Service Provided to Date shall not execute the forecasts for the same approved using clause shares."

2111 PSC - Fee adjustment for non compliance with Scope Detiet existing 11.2 (d) and replace with the following classe In Fee is it the amount calculated by applying the fee percentage to the amount of the Defined Cost encluding the cost of the fee is its the amount calculated by applying the fee percentage to the amount of the Defined Cost encluding the cost of the fee percentage is applied to the amount of the Defined Cost for Subcontractors that have not complied with procurement by betwee view processes a 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 <i>Consultant</i> is to submit Information Execution Plan for acceptance is							
OPTION X18: Limitation of liability								
	The Consultant's liability to the Client for indirect or consequential loss is limited to							
	The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to							
	The <i>end of liability</i> date is Completion of the whole of the <i>service</i>	6	years	after the				
<b>OPTION X20:</b> Key Performance Indicators (not used with Option X12)								
	The incentive schedule for Key Performa	ance Indicat	tors 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 due	e on which payment becomes				

## Y(UK)3: The Contracts ( Rights of Third Parties Act) 1999

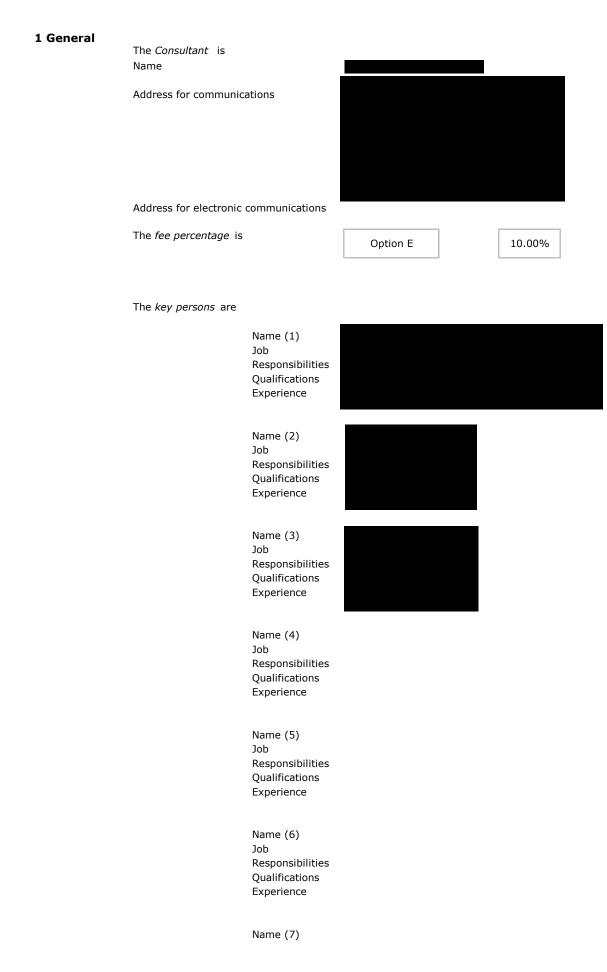
term beneficiary

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.



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) Address for communications

Address for electronic communications



Address for electronic communications

**X10: Information Modelling** 

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

# **Contract Execution**

## Client execution

Signed Underhand by [**PRINT NAME**]

for and on behalf of the

19/02/2024 Date

Programme Manager

Role

## Consultant execution

Signed Underhand by [PRINT NAME] for and on behalf of 09/02/2024 Associate Director
Role