



<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	[REDACTED]
<b>Company Number:</b>	<b>01312453</b>
<b>Geographical Area:</b>	<b>North East</b>
<b>Contract Name:</b>	<b>Fairburn Sluice - OBC_FBC</b>
<b>Project Number:</b>	[REDACTED]
<b>Contract Type:</b>	<b>Professional Service Contract</b>
<b>Option:</b>	<b>Option C</b>
<b>Contract Number:</b>	
<b>Stage:</b>	<b>OBC_to_FBC</b>

Revision	Status		Originator		Reviewer		Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name Fairburn Sluice - OBC\_FSC  
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 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 the 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  
Fairburn Sluice OBC-FSC Scope V3

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 NECA Professional Service Contract June 2017:

Main Option  Option for resolving and avoiding disputes

Secondary Options

X2: Changes in the law

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the Client

X18: Limitation of liability

X20: Key Performance Indicators

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

Y(UK3): The Contracts (Rights of Third Parties) Act 1999

Z: Additional conditions of contract

The service is

The Client is

Address for communications

Address for electronic communications

The Service Manager is

Address for communications

Address for electronic communications

The Scope is in

Fairburn Sluice OBC-FSC Scope V3

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 [REDACTED]

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

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

[REDACTED]

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

access

access date

Asile

[REDACTED]

FastDraft

[REDACTED]

The Consultant submits revised programmes at intervals no longer than [REDACTED]

The completion date for the whole of the service is [REDACTED]

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 [REDACTED]

5 Payment

If Option C is 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

[Redacted]

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

N/A

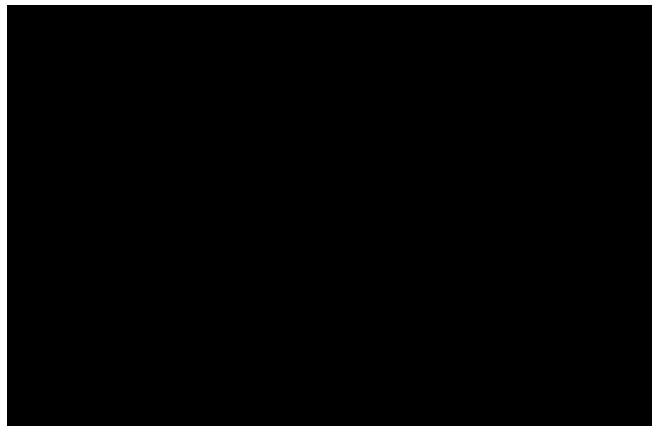
### 5 Payment

The *activity schedule* is

26.06.2025 Revised FBC - Priced Activity Schedule - Revised PM\_I

### Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are



Address for electronic communications

### X10: Information Modelling

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

the project specific BIM Execution Plan (BEP) and the Master Infor

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 X7: Delay damages

*X7 only* Delay damages for Completion of the whole of the *service* are [REDACTED] [REDACTED]

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 [REDACTED]

OPTION X18: Limitation of liability

The *Consultant's* liability to the *Client* for indirect or consequential loss is limited to [REDACTED]

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

The *end of liability* date is [REDACTED] 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 [REDACTED]

A report of performance against each Key Performance Indicator is provided at intervals of [REDACTED]

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

The period for payment is [REDACTED] [REDACTED]

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

term *beneficiary*

No term under this contr no beneficiary under this contract



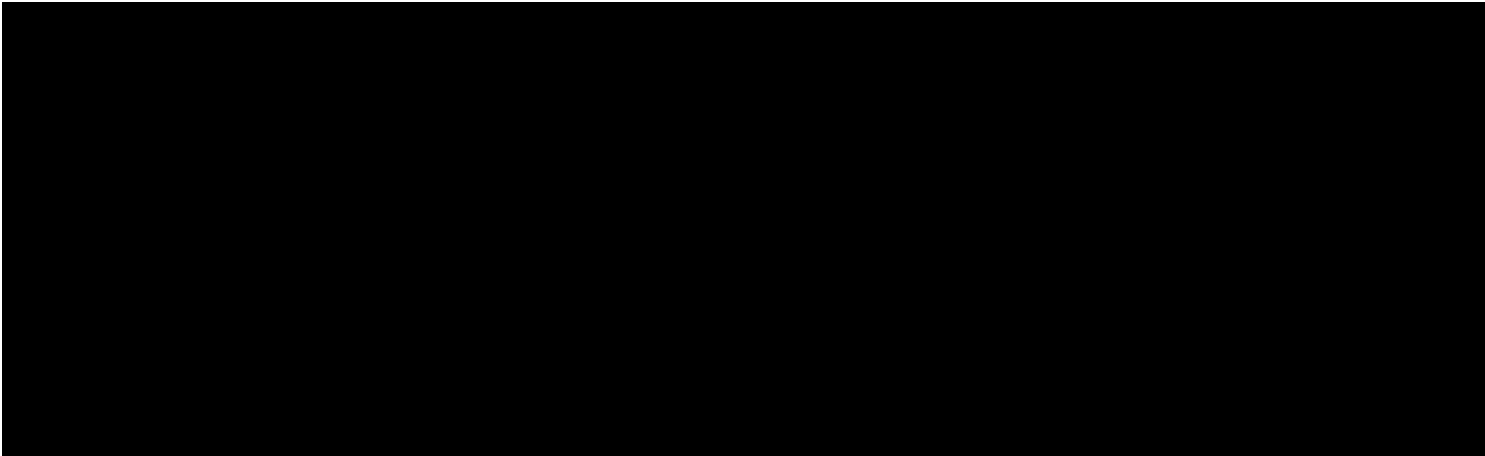
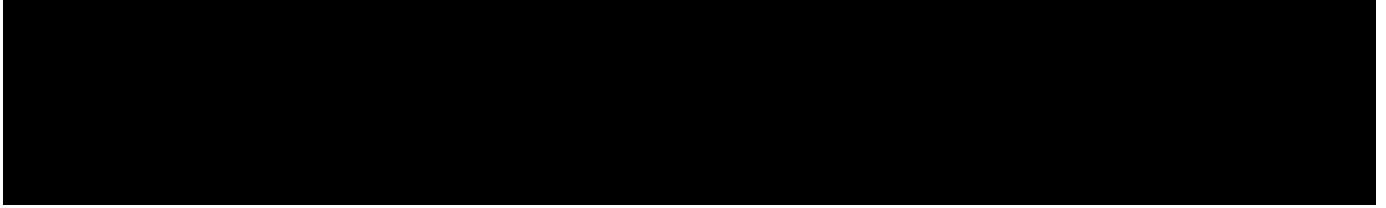


## Contract Execution

*Client* execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency





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