



Framework:
Supplier:
Company Number:

[REDACTED]

Geographical Area:
Contract Name:
Project Number:

[REDACTED]

Contract Type:
Option:

[REDACTED]

Contract Number:

[REDACTED]

Stage:

[REDACTED]

Revision								Date

PROFESSIONAL SERVICE CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

Project Name

Project Number

The contract is made pursuant to the Framework Agreement (the "Agreement") dated 31st day of April 2018 and Framework Agreement Addendum dated 1st April 2020 between the Client and the Consultant, in relation to the Collaborative Delivery Framework. The entire agreement and the forming Schedules are incorporated into this Contract by reference.

Schedules 1 to 20, inclusive of the Framework Schedules are annexed upon within this contract.

Part One - Data provided by the Client

Statements given to all Contracts

1 General

The conditions of contract are the core clauses and the clauses for the following (a) Option 1: the Option for remedial and avoiding disputes and ancillary Options of the NEC Professional Service Contract June 2022.

Main Option for remedial and avoiding disputes

Remedial Options

- Option 1: Changes in the law
- Option 2: Transfer of rights
- Option 3: Information on making law
- Option 4: Termination by the Client
- Option 5: Limitation of liability
- Option 6: Key Performance Indicators
- Option 7: The Housing Health, Construction and Regulations Act 1996
- Option 8: The Contracts (Rights of Third Parties) Act 1999
- Option 9: Additional conditions of contract

The contract is

The client is

Address for communication

Address for electronic communications

The Service Manager is

Address for communication

Address for electronic communications

The Project is

The amount of the contract is

The date 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

The period for completion is

Early warning event sign is to be held at intervals of

2 The Consultant's main responsibilities

The key dates and conditions to be met are

Any delay

The Consultant proposes to meet the key dates and conditions to be met are

The Consultant proposes to meet the key dates and conditions to be met are

The Consultant proposes to meet the key dates and conditions to be met are

The Consultant proposes to meet the key dates and conditions to be met are

3 Time

The duration date is

The Client reserves the right to the following services, items and their

services

The Consultant submits proposed programme at intervals no longer than

The completion date for the whole of the service is

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

4 Quality management

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

The period between completion of the whole of the service and the defects date is

5 Payment

The currency of the contract is the sterling

The assessment interval is

The Client will total of the Project is

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

The amount of the

The amount of the

The amount of the

If not used

These are additional compensation events

1. Carbon Methodology – Addendum to and compliance with the Carbon Methodology dated 08 June 2020
2. 'Not stated'
3. 'Not stated'
4. 'Not stated'
5. 'Not stated'

There are additional client's questions:

1. "Not used"
2. "Not used"
3. "Not used"

[illegible]

The Applicant is located in the county of _____

The Applicant is _____

Address for general use _____

Address for electronic communications _____

The Applicant maintains daily in _____

Z1 Disposal
Delete waste class W2.1

Z2 Prevention
The text of C: Auce 18 Prevention is deleted.
Delete the text of clause 60.3(2) and replace it:
The service is affected by any of the following events:
- fire (not water related) or fire (not related to battery or charged power);
- loss of connection not confined to the equipment of the candidate; and sub-conditions
resulting in at least one of the following:
- loss of or in radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel;
- radioactive dose; or
- exposure of other hazardous properties of an explosion nuclear waste.
Normally a driver
fire and explosion
resulting by accident or other means due to a strong dropped from them.

[illegible]

Delete ending clause 93.3 in 93. and replace with:
93.3 In the event of termination in respect of a contract relating to services there is no Consultant's share

[illegible]

claims reporting message or action on this contract due to a fault or error of the contractor. We neither be an allowable cost under this contract or any subsequent contract, nor will it be a Compensated or event under this contract or any subsequent contract under this project or programme.

and the following sentence to the end of clause 31.1:

The Party to whom the invoice is submitted shall submit an invoice to the other Party for the amount to be paid within one week of the Service Manager's certificate.

Ending clause 31.2 and replace with:

31.2 Each certified payment is made by the later of

one week after the party to which the invoice from the other Party and

three weeks after the assessment date; or if a different date is stated in the Contract Data, within the period stated.

If a certified payment is made, or if a payment is made 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 payment should have been made to the date when the late payment is made and is calculated on the Full assessment after the late payment is made.

"11.2 (a) 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 10.1"

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.

[illegible]

The performance table is:

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 [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 Schedule 17

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

[REDACTED] [REDACTED] [REDACTED]

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

1 General

The *Consultant* is

Name

Address for communications

Address for electronic communications

The *fee percentage* is

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

[REDACTED]
[REDACTED]
[REDACTED]

3 Time

[REDACTED]
[REDACTED]

5 Payment

[REDACTED]
[REDACTED]

Resolving and avoiding disputes

The *Senior Representatives* of the *Consultant* are

Name (1) [REDACTED]
Address for communications
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
Address for communications
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Address for electronic communications
[REDACTED]

X10: Information Modelling

The *information execution plan* identified
in the Contract Data is
Framework Information Execution Plan with Informatio

contract.

[REDACTED]

[REDACTED]

[REDACTED]



Contract Execution

Client execution

Signed Underhand by [redacted] [redacted]

for and on behalf of the [redacted]

[redacted] [redacted]

Signature Date

[redacted]

Role

Consultant execution

Signed Underhand by [redacted]

[redacted] [redacted]

[redacted]

[redacted]
[redacted]
[redacted]

[redacted]

[redacted]

[redacted]

