



ORDER

ORDER NO: **SER/0596** Date of Order: **08 March 2016**

(To be quoted on all correspondence relating to this Order)

| | |
|---|--|
| <p>FROM (Customer):</p> <p>Michael Deakin Water Services Regulation Authority (Ofwat) Centre City Tower 7 Hill Street Birmingham B5 4UA</p> <p>michael.deakin@ofwat.gsi.gov.uk</p> <p>Tel: +44 (0)121 644 7749</p> <p>www.ofwat.gsi.gov.uk</p> | <p>TO (Contractor):</p> <p> Aqua Consultants Hope Park Trevor Foster Way Bradford BD5 8HH</p> <p></p> <p>www.aquaconsultants.com</p> |
| <p>SERVICES TO BE DELIVERED TO:</p> <p>Where necessary, as above</p> | <p>INVOICE ADDRESS:</p> <p>finance@ofwat.gsi.gov.uk</p> <p>or</p> <p>Finance Team Water Services Regulation Authority Centre City Tower 7 Hill Street Birmingham B4 5UA</p> |

Any Agreement arising from this Order shall be governed by the: Terms and Conditions of Contract for Consultancy Services (amended on 08 June 2015 and attached at Appendix A); the Customer's Invitation to Tender dated 26 February 2016, the Supplier's proposal dated 29 February 2016, as amended by clarification email dated 07 March 2016 timed 13.33, and any enhancements thereto and provisions expressly listed herein.

Description of Services Requirement:

Benchmarking report on the costs associated with water and sewerage infrastructure (PROC.01.0507)

Programme

Casework

Contract Period

The Commencement Date shall be 08 March 2016.

The expiry date is 31 March 2016; unless extended or terminated earlier in accordance with the Contract.

Charges

The Capped price for the project is **£35,750**.

The charges below (and as set out in the Contractor's Proposal) will be the capped price payable by the Customer for the project and will only be exceeded by agreement between the Customer and the Contractor. Such agreement will only be given by the Customer where cost overruns have arisen as a result of the work involved being over and above that reasonably anticipated prior to the Customer's approval to commence work on the project.

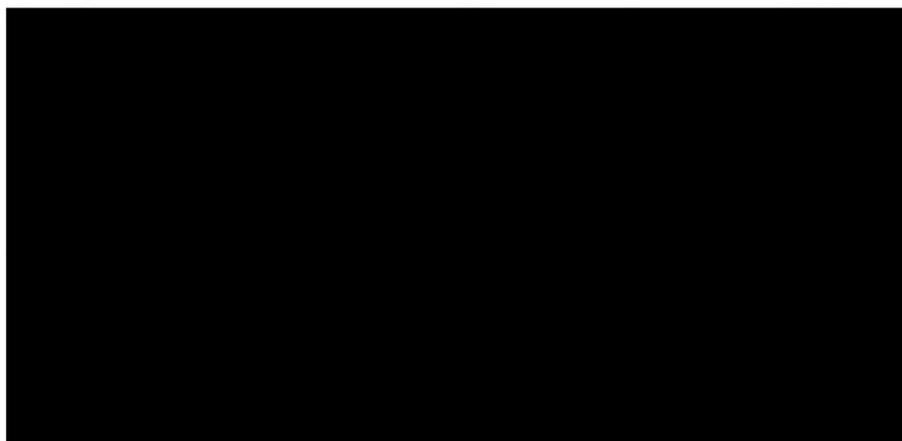
Where the resource costs incurred by the Contractor in performing the Services falls below the capped price, the Contractor shall invoice the Customer for the actual value of the Services provided according to the charging structure described in the Order Form.

The Services/deliverables which satisfactorily address any points raised by the Customer and their acceptance by the Customer will signify successful completion of this element of project.

This cost are all inclusive with the sole exceptions of:

- Disbursement for travel and subsistence expenses;
- Value Added Tax.

| Key Personnel | Charge per Working Day (£) | Input in Days | Total Excluding Expenses and VAT |
|---------------|----------------------------|---------------|----------------------------------|
|---------------|----------------------------|---------------|----------------------------------|



Total Capped Price Excluding VAT and Expenses £35.750

Any travel and accommodation required in connection with the project will be reimbursed on Acceptance of receipts and where appropriate a mileage log. Any Travel and Subsistence must be in accordance with the travel and subsistence rates as attached at Appendix A.

The Customer will not pay for:

- Any items which it regards as part of the Contractor's overheads (for example; word-processing, secretarial time, cost of faxes and telephone charges);
- Any expenses not authorised in advance by the Customer's project manager;
- Travelling time unless the Customer's project manager has authorised in advance the payment of travelling time.

Key outputs and Deliverables and corresponding Delivery Dates

The Contractor is required to provide the following Deliverables by the following Deliverable dates

| No | Deliverables | Delivery Dates |
|----|---|--------------------------------|
| 1 | A benchmarking report on the reasonable costs associated with water and sewerage infrastructure. This report will set out the costs of water and sewerage infrastructure in varying scenarios Draft * Final | 29 March 2016 31 March 2016 |
| 2 | An update on the range of contractor charges contained in the 'Comparative Study: Cost of new water supply connections work' report. This will update the contractor charges to reflect today's costs. Draft* Final | 29 March 2016 31 March 2016 |

*The Contractor will use best endeavours to make the draft available for review at start of business on 29 March 2016 and the Customer will similarly attend to the review in a timely manner.

Invoicing and Payment

Payment will be due upon Acceptance by the Customer of the Deliverables in accordance with Conditions of Contract for Professional Services Including Consultancy Services at Appendix A.

| Key Deliverables | Percentage payment (%) of capped price |
|--|--|
| On satisfactory completion of all activities | 100% |

All invoices shall contain the following information:

- the Order number (as stated above);
- a summary of the Services; and

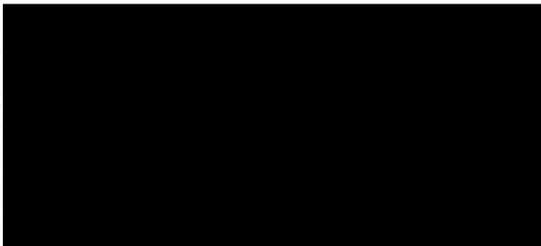
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- the line value; total value excluding Value Added Tax (VAT), the VAT percentage and total value including VAT.

The Customer shall pay the Contractor within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with the payment profile set out above and the provisions of this Contract.

Invoices must not contain the Contractor's terms and conditions, nor can reference be made to the Contractor's terms and conditions. Invoices with the Contractor's terms and conditions printed on them or referred to therein will not be accepted by the Customer.

Contractor's Key Personnel



Variation to Contract

Any amendments to the Contract must be agreed in writing in accordance with the provisions of Conditions of Contract for Professional Service including Consultancy.

Formation of Contract

BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter into a legally binding contract with the Customer to provide to the Customer the Services set out in this Order Form incorporating the rights and obligations in the Terms and Conditions at Appendix A.

The Parties hereby acknowledge and agree that they have read the Order Form and Conditions of Contract for Professional Service including Consultancy and by signing below agree to be bound by this Contract.

For and on behalf of the Contractor:

| | |
|-----------|----------------|
| Name | [REDACTED] |
| Position | [REDACTED] |
| Signature | [REDACTED] |
| Date | 9th MARCH 2016 |

For and on behalf of the Customer:

| | |
|-----------|-----------------|
| Name | Michael Deakin |
| Position | Project Manager |
| Signature | [REDACTED] |
| Date | 08 March 2016 |

Appendix A - Travel and Subsistence rates

Receipts must be submitted with all claims and must be in accordance with these rates

Meal Allowance:

Paid on actual expenditure within the following prescribed ceilings:

| | |
|-----------|-----|
| Breakfast | £10 |
| Lunch | £8 |
| Dinner | £25 |

These amounts cover the cost of purchasing meals and non- alcoholic beverages. Receipts must be submitted.

Accommodation:

Paid on actual expenditure within the following prescribed ceilings:

| | |
|-------------------|------|
| London | £165 |
| Elsewhere | £115 |
| Private residence | £25 |

These rates cover a 24 hour period for accommodation only, inclusive of VAT, receipts must be submitted.

Mileage Rates:

25p per mile

A mileage log must be submitted (to/from, mileage/date, to see/purpose)

Rail Travel

The actual cost of public transport (normally rail) may be reimbursed. Economy Class (second class) rail tickets should be purchased.