

**MIDLANDS HIGHWAY ALLIANCE**

**MEDIUM SCHEMES FRAMEWORK 3**

**(MSF3)**

**CONTRACT DATA PART ONE**

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|  | **2018 – 2022** |  |
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**A FRAMEWORK**

**The Data which will apply to all work under the Framework Agreement is**

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|  | * The *conditions of contract* are **the clauses of the NEC4 Framework Contract (June 2017)** and any *additional conditions of contract*. | |
|  | * The *Client* is   Name: **Leicestershire County Council**  Address: **County Hall,**  **Glenfield,**  **Leicester.**  **LE3 8RJ.**  **mha@leics.gov.uk** | |
|  | * The Framework Information is the document identified as such in **the tender document.** | |
|  | * The *framework* *scope* is in **the Framework Information.** | |
|  | * The *selection procedure* is in **the** **Framework Information.** | |
|  | * The *quotation procedure* is in **the** **Framework Information.** | |
|  | * The *end* *date* is **4 years after the date of the Agreement.** | |
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| **B WORK ORDERS**  **The Contract Data which will apply to Work Orders can be taken from one of the following options, as defined in the Work Order:** | |
| 1. **Work Orders using the NEC4 Engineering and Construction Short Contract** | |
|  | * The *Client* is **as defined in the Work Order.** |
|  | * The *works* are **as defined in the Work Order.** |
|  | * The *site* is **as defined in the Work Order.** |
|  | * The *starting date* is **as defined in the Work Order.** |
|  | * The *completion date* is **as defined in the Work Order.** |
|  | * The *period for reply* is **2** weeks |
|  | * The *defects date* is **52** weeks after Completion. |
|  | * The *defect correction period* is **4** weeks. |
|  | * The *delay damages* are **as defined in the Work Order.** |
|  | * The *assessment* *day* is **as defined in the Work Order.** |
|  | * The *retention* is **as defined in the Work Order**. * The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **applies** |
|  | * The interest rate on late payment is **as stated in the Work Order** per complete week of delay. |
|  | * For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client*’s property is limited to **the amount stated in the Work Order**. |
|  | * The *Client* provides the **no** insurance unless otherwise **stated in the Work Order**. |
|  | * The minimum amount of cover for the third insurance stated in the Insurance Table is **£10,000,000.** |
|  | * The minimum amount of cover for the fourth insurance stated in the Insurance Table is **£10,000,000.** |
|  | * The *Adjudicator’s nominating body* is **the Institution of Civil Engineers**. |
|  | * The *tribunal* is **arbitration.** * The arbitration procedure is **the latest** **version of the ICE Arbitration Procedure in force when the arbitrator is appointed.** |
|  | * The *conditions of contract* are the **NEC4 Engineering and Construction Short Contract (June 2017)** as amended or supplemented by and the additional conditions (if any) stated in the **Work Order** * The Scope is in Framework Information and in the **Work Order**. * The Site Information is in the **Work Order**. |

**2. Work Orders using NEC4 ECC Option C**

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| 1. General | * The *conditions of contract* are the core clauses, the clauses for main **Option C**, the following Option for resolving and avoiding disputes and secondary Options of the **NEC4 Engineering and Construction Contract June 2017.** * Option for resolving and avoiding disputes is **Option** **W2** * Secondary Options are **X2, X4, X15, X22, Y(UK)2 & Y(UK)3 and Z**. | |
|  | * The *works* are **as defined in the Work Order.** | |
|  | * The *Client* is **as defined in the Work Order.** | |
|  | The Project Manager is as defined in the Work Order. | |
|  | The Supervisor is as defined in the Work Order. | |
|  | * The Scope is in **the Framework Information and in the Work Order**. | |
|  | * The Site Information is **in the Work Order.** | |
|  | * The *boundaries of the site* are **defined in the Work Order.** | |
|  | * The *language of this 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 following matters will be included in the Early Warning Register – **as defined in the Work Order.** | |
|  | * Early warning meetings are to be held at intervals no longer than **2 weeks**. | |
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| 2. The Contractor’s main responsibilities | * The *key dates* and *conditions* to be met are **as defined in the Work Order.** | |
|  | * The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than **4** **weeks**. | |
| 3. Time | * The *starting date* is **as defined in the Work Order.** | |
|  | * The *access dates* are **defined in the Work Order.** | |
|  | * The *Contractor* submits revised programmes at intervals no longer than **4** **weeks**. * The *completion date* for the whole of the *works* is **as defined in the Work Order.** * The *Client* **is** willing to take over the *works* before the Completion Date, unless stated otherwise in the **Work Order**. * If no programme is identified in part two of the Contract Data - the period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is **4 weeks**. | |
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| 4. Quality management | * The period between Completion of the whole of the *works* and the *defects date* is **52** **weeks.** * The *defect correction period* is **4** weeks except that **stated for specific locations or parts of the works where the *defect correction period* is as stated in the Work Order.** | |
|  | * The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is **4 weeks**. | |
| 5. Payment | * The *currency of the contract* is **Pound sterling (£).** * The *assessment interval* is **monthly.** * The *interest rate* is **5%** per annum above the **base** rate of the **Bank of England**. | |
|  | * The *Contractor’s share percentages* and the *share ranges* are | |
|  | *share range*  **less than 80%**  **from 80% to 110%**  **greater than 110%** | *Contractor’s share*  *percentage*  **30%**  **50%**  **100%** |
| 6. Compensation events | * The place where weather is to be recorded is **stated in the Work Order.** * The *weather measurements* to be recorded for each calendar month are   + the cumulative rainfall (mm)   + the number of days with rainfall more than 5 mm   + the number of days with minimum air temperature less than 0 degrees Celsius   + the number of days with snow lying at 0900 hours GMT   + and additional measurements as **stated** **in the Work Order.** * The *weather measurements* are supplied by the **Met Office.** * The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at **the location stated in the Work Order** and which are available from the **Met Office.** | |
|  | * Where no recorded data are available * Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are **as stated in the Work Order** * If there are additional compensation events they will be **defined in the Work Order.** | |
| 8 Liabilities and insurance | * The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arriving from or in connection with the *Contractor* Providing the Works for any one event is **£10,000,000 (ten million pounds).** | |
|  | * The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is **£10,000,000 (ten million pounds)**. | |
|  | * If there are additional *Client’s* liabilities these will be **defined in the Work Order.** | |
|  | * The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for **an amount as is defined in the Work Order.** | |
|  | * The *Client* provides those insurances from the Insurance Table **as stated in the Work Order.** | |
|  | * The *Client* provides additional insurances as is **defined in the Work Order.** * The *Contractor* provides additional insurances **as is required in the Work Order.** | |
| Resolving and avoiding disputes | * The *tribunal* is **arbitration**. | |
|  | * The *arbitration procedure* is **the Institution of Civil Engineers Procedure.** * The place where *arbitration* is to be held is **London**. * In using Option W2 the *Senior Representatives* of the *Client* are **as stated in the Work Order.** | |
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| X15: The *Contractor’s* design  X22: Early *Contractor* involvement  Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996 | * The *period for retention* following Completion of the whole of the *works* or earlier termination is **12 years.** * The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim **£2,000,000 (two million pounds).** * The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is **12 years.** * The Budget is **as stated in the Work Order.** * The items, along with their descriptions and amounts, will be **as stated in the Work Order.** * The *Contractor* prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than **4 weeks.** * The *Contractor* prepares forecasts of the total Project Cost at intervals no longer than **4 weeks.** * Any additional events which could change the budget will be **as stated in the Work Order.** * In using Option Y(UK)2 the period for payment is **7** days after the date on which payment becomes due. | |
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| 1. **Z: *Additional conditions of contract*** | |
|  | The *additional conditions of contract* are:   * Z1 Construction Industry Scheme * Z2 Freedom of Information * Z3 Patent Rights |

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|  | **Construction Industry Scheme** |
|  | In this clause (but not otherwise)   * “Act” means the Finance Act 2004 and * “Regulations” means the Income Tax (Construction Industry Scheme) Regulations 2005 (SI 2005/2045) as amended. |
|  | This Package Order falls within the scope of the Construction Industry Scheme provided for by Chapter 3, Part 3 of the Act. |
|  | The *Client* verifies (in accordance with paragraph 6 of the Regulations) whether the *Contractor* under the Act   * is registered for gross payment, * is registered for payment under deduction, * is exempt from registration as a local authority or other public body or * is neither registered nor exempt from registration. |
|  | If the *Contractor* is registered for payment under deduction   * the *Contractor*’s applications for payment identify separately the cost of labour   and   * the *Client* deducts the relevant percentage from each payment in accordance with the Act and the Regulations. |
|  | If the *Contractor* is neither registered nor exempt from registration, the *Client* does not make any payment to the *Contractor*. |
|  | **Freedom of Information** |
|  | Definitions   * “Environmental Information Regulations” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations. * “Fees Regulations” means the Freedom of Information and Data Protection (Appropriate Limit and Fees) Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations. * “FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation. * “Information” has the meaning given under section 84 of the FOIA. * “Request for Information” shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” applies). |
|  | The *Contractor* acknowledges that the *Client* is subject to the requirements of the FOIA and the Environmental Information Regulations and shall facilitate the *Client*’s compliance with its Information disclosure requirements pursuant to the same in the manner provided for in clauses Z2.3 to Z2.7 (inclusive) below. |
|  | Where the *Client* receives a Request for Information in relation to Information that the *Contractor* is holding on its behalf and which the *Client* does not hold itself the *Client* shall refer such Request for Information to the *Contractor* as soon as practicable and in any event within 5 Working Days of receiving a Request for Information and the *Contractor* shall:   * provide the *Client* with a copy of all such Information in the form that the *Client* requires as soon as practicable and in any event within [10] Working Days (or such other period as the *Client* acting reasonably may specify) of the *Client*’s request; and * provide all necessary assistance as reasonably requested by the *Client* in connection with any such Information, to enable the *Client* to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations. |
|  | Following notification under clause Z2.3, and up until such time as the *Contractor* has provided the *Client* with all the Information specified in clause Z2.3, the *Contractor* may make representations to the *Client* as to whether or not or on what basis Information requested should be disclosed, and whether further information should reasonably be provided in order to identify and locate the information requested, provided always that the *Client* shall be responsible for determining at its absolute discretion:   * whether Information is exempt from disclosure under the FOIA and the Environmental information Regulations, and * whether Information is to be disclosed in response to a Request for Information, and   in no event shall the *Contractor* respond directly, or allow its Subcontractors to respond directly, to a Request for Information unless expressly authorised to do so by the *Client*. |
|  | In the event of a request from the *Client* pursuant to clause Z2.3, the *Contractor* shall as soon as practicable, and in any event within 5 Working Days of receipt of such request, inform the *Client* of the *Contractor*’s estimated costs of complying with the request to the extent these would be recoverable if incurred by the *Client* under Section 12(1) of the FOIA and the Fees Regulations. Where such costs (either on their own or in conjunction with the *Client*’s own such costs in respect of such Request for Information) will exceed the appropriate limit referred to in Section 12(1) of the FOIA and as set out in the Fees Regulations (the “Appropriate Limit”) the *Client* shall inform the *Contractor* in writing whether or not it still requires the *Contractor* to comply with the request and where it does require the *Contractor* to comply with the request the 10 Working Days period for compliance shall be extended by such number of additional days for compliance as the *Client* is entitled to under Section 10 of the FOIA. In such case, the *Client* shall notify the *Contractor* of such additional days as soon as practicable after becoming aware of them and shall reimburse the *Contractor* for such costs as the *Contractor* incurs in complying with the request to the extent it is itself entitled to reimbursement of such costs in accordance with its own FOIA policy from time to time. |
|  | The *Contractor* shall ensure that all Information held on behalf of the *Client* is retained for disclosure for at least 6 years (from the date it is acquired) and shall permit the *Client* to inspect such Information as requested from time to time. |
|  | The *Contractor* shall transfer to the *Client* any Request for Information received by the *Contractor* as soon as practicable and in any event within 2 Working Days of receiving it. |
|  | The *Contractor* acknowledges that (notwithstanding the provisions of clause E4) the *Client* may, acting in accordance with the Codes of Practice issued under Section 45 of the FOIA (the **“Codes”**), be obliged under the FOIA or the Environmental Information Regulations to disclose Information concerning the *Contractor* or the Contract:   1. in certain circumstances without consulting the *Contractor*, or 2. following consultation with the *Contractor* and having taken its views into account,   provided always that where Z2.8 i) above applies the *Client* shall, in accordance with the recommendations of the Codes, draw this to the attention of the *Contractor* prior to any disclosure. |
|  | The *Contractor* acknowledges that any lists provided by him listing or outlining Confidential Information, are of indicative value only and that the *Client* may nevertheless be obliged to disclose Confidential Information in accordance with the requirements of the FOIA and the Environmental Information Regulations. |

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|  | **Patent Rights**  The *Contractor* shall indemnify the *Client* from and against all claims and proceedings for or on account of use of any patent rights design trade-mark or name or other protected rights in respect of any constructional plant machine work or material used for or in connection with the *works* and from and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto. |