



MIDLANDS HIGHWAY ALLIANCE

PROFESSIONAL SERVICES PARTNERSHIP

3

CONTRACT DATA PART 1

2019 – 2023

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A FRAMEWORK

Data Provided By the *Client*

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

	<ul style="list-style-type: none"> The <i>conditions of contract</i> are the clauses of the NEC4 Framework Contract (June 2017) and any <i>additional conditions of contract</i>.
	<ul style="list-style-type: none"> The <i>Client</i> is Name: Leicestershire County Council Address: County Hall, Glenfield, Leicester. LE3 8RJ. mha@leics.gov.uk
	<ul style="list-style-type: none"> The <i>Clients Representative</i> is as notified in the Time Charge or Work Order.
	<ul style="list-style-type: none"> The Framework Information is in the document identified as such.
	<ul style="list-style-type: none"> The <i>framework scope</i> is in section 2 of the Framework Information.
	<ul style="list-style-type: none"> The <i>selection procedure</i> is in section 7 of the Framework Information.
	<ul style="list-style-type: none"> The <i>quotation procedure</i> is in section 8 the Framework Information.
	<ul style="list-style-type: none"> The <i>end date</i> is 3 years after the date of the award letter unless extended by 1 year as section 6 of the Framework Information..
	<ul style="list-style-type: none"> •The period for reply to a Suppliers quotation is 4 weeks. • <i>additional conditions of contract</i> •Z1 Recovery of sums due from Consultant When under the contract any sum of money is recoverable from or payable by the Consultant such sum may be deducted from or reduced by the amount of any sum or sums then due or which at any time thereafter may become due to the Consultant under the contract or any other contract with the Client .

B TIME CHARGE AND WORK ORDERS

The Contract Data which will apply to Time Charge or Work Orders) can be taken from one of the following options, as defined in the Order:

1 Contract Data for Time Charge or Work Orders using the NEC4 Professional Services Short Contract

- The *Client* is as defined in the Order.
- The *service* is as defined in the Order.
- The *starting date* is as defined in the Order.
- The *completion date* is as defined in the Order.
- The *delay damages* are as defined in the Order.
- 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 *defects date* is 52 weeks after Completion.
- The *assessment day* is as defined in the Order.
- Work is / is not to be carried out on a time charge basis – as defined in the Order.
- The United Kingdom Housing Grants, Construction and Regeneration Act (1996) applies
- The *Adjudicator* is as stated in the Order.
- The interest rate on late payment is as stated in the Order per complete week of delay.
- The *Consultant* provides the following insurance cover

Insurance against	Minimum amount of cover	Period following completion or earlier termination
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	£2,000,000 (C51)	Six years
	In respect of any one claim and in the aggregate. (C51)	
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing	£10,000,000	One year
	In respect of each claim without limit to the number of claims but in the aggregate for claims	

	the Service	relating to pollution and contamination	
	Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract.	£10,000,000	One year
		In respect of each claim without limit to the number of claims	
	The <i>Consultant's</i> total liability to the <i>Client</i> which arises under or in connection with the contract, other than excluded matters is limited to £2,000,000, or higher amount if specified by the commissioning authority at the point of issuing the work order. (C61)-		
	<ul style="list-style-type: none"> The <i>Adjudicator's nominating body</i> is the Institution of Civil Engineers. 		
	<ul style="list-style-type: none"> The <i>tribunal</i> is arbitration. The arbitration procedure is the latest version of the Institution of Civil Engineers Arbitration Procedure in force when the arbitrator is appointed. 		
	<ul style="list-style-type: none"> The <i>conditions of contract</i> are the NEC4 Professional Service Short Contract June 2017 and the following <i>additional conditions</i>. 		

2 Contract Data for Time Charge or Work Orders using the NEC4 Professional Services Contract

1. General	The <i>conditions of contract</i> are the core clauses and the clauses for main Options A, C and E the Option for resolving and avoiding disputes W2 and secondary Options X1, X2, X4, X9, X10, X18, Y(UK)2 and Y(UK)3 and Z of the NEC4 Professional Services Contract June 2017 .
	The <i>service</i> is defined in the Order .
	The <i>Client</i> is as defined in the Order .
	The Service Manager is as defined in the Order.
	The Scope is in section 2 of the Framework Information and added to in the Order .
	The <i>language of this contract</i> is English .
	The <i>law of the contract</i> is the law of England and Wales, subject to the jurisdiction of the Courts of England and Wales .
	The <i>period for reply</i> is 2 weeks unless amended in the Order
	The period for retention is X years following Completion or earlier termination. X is defined in the Order and is a minimum of 12 years .
	The following matters will be included in the Early Warning Register – as defined in the Order .
	Early warning meetings are to be held at intervals no longer than 2 weeks .
2. The Consultant's main responsibilities	The <i>key dates and conditions</i> to be met are as defined in the Order . The <i>Consultant</i> prepares forecasts of the total expenses at intervals no longer than 4 weeks.
3. Time	The <i>starting date</i> is as defined in the Order .
	The <i>access dates</i> are defined in the Order .
	The <i>Consultant</i> submits revised programmes at intervals no longer than 4 weeks . The <i>completion date</i> for the whole of the <i>service</i> is as defined in the Order . The <i>Client</i> is willing to take over the <i>works</i> before the Completion Date, unless stated otherwise in the Order . If no programme is identified in part two of the Contract Data - the period after the Contract Date within which the <i>Consultant</i> is to submit a first programme for acceptance is 4 weeks .

4. Quality management	The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is 4 weeks .		
	The period after the Contract Date within which the <i>Consultant</i> is to submit a quality policy statement and quality plan is 4 weeks .		
5. Payment	<p>The <i>currency of this contract</i> is Pound sterling (£).</p> <p>The <i>assessment interval</i> is monthly.</p> <p>The <i>expenses</i> stated by the client are defined in the Order.</p> <p>The <i>interest rate</i> is 5% per annum above the base rate of the Bank of England.</p> <p>The locations for which the <i>Consultant</i> provides a charge for the cost of support people and office overhead. are defined in the order.</p> <p>The period within which payments are made is defined in the Order</p> <p>The <i>Consultants share percentages</i> and the <i>share ranges</i> are defined in the Order</p> <p>The <i>exchange rates</i> are those published as defined in the Order.</p>		
8 Liabilities and insurance	The minimum amount of cover and the periods for which the <i>Consultant</i> maintains insurance are:-		
	Insurance against	Minimum amount of cover	Period following completion or earlier termination
	Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	£5,000,000 In respect of any one claim and in the aggregate.	Six years
	Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i>) arising from or in connection with the <i>Consultant</i> Providing the Service	£10,000,000 In respect of each claim without limit to the number of claims but in the aggregate for claims relating to pollution, and contamination	One year
	Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract.	£10,000,000 In respect of each claim without limit to the number of claims	One year
<ul style="list-style-type: none"> The <i>Consultant's</i> total liability to the <i>Client</i> for all matters which arises under or in connection with the contract, other than excluded matters is limited to £5,000,000, or higher amount if specified by the commissioning authority at the point of issuing the work order. (C61) 			

Resolving and avoiding disputes	<ul style="list-style-type: none"> The <i>tribunal</i> is arbitration.
	<ul style="list-style-type: none"> The <i>arbitration procedure</i> is the latest version of the Institution of Civil Engineers Procedure in force when the arbitrator is appointed. The place where <i>arbitration</i> is to be held is London. In using Option W2 the <i>Senior Representatives</i> of the <i>Client</i> are as stated in the Order. The <i>Adjudicator</i> is to be advised The <i>Adjudicator nominating body</i> is Institution of Civil Engineers.
X1: Price adjustment for inflation.	<ul style="list-style-type: none"> This will be defined in the Order.
X2: Changes in the law.	<ul style="list-style-type: none"> The <i>law of the contract</i> is England and Wales, subject to the jurisdiction of the courts of England and Wales..
X10 Information modelling	<ul style="list-style-type: none"> The period after the Contract Date in which the consultant is to submit an Information Execution acceptance plan is 4 weeks
X18 Limitation of liability	<ul style="list-style-type: none"> The <i>Consultants</i> liability to the <i>Client</i> for indirect or consequential loss is limited to the figure defined in the order. The <i>Consultants</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to the figure defined in the order The <i>end of liability date</i> is the number of years stated in the order after the Completion of the whole of the service.
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996	<ul style="list-style-type: none"> The period for payment is 21 days after the date on which payment becomes due.
Z Clauses	The <i>additional conditions of contract</i> are:-
Z2 Limit of Liabilities.	<ul style="list-style-type: none"> Insert new clause 87.2 'The <i>Consultants</i> liability to the <i>Client</i> is limited to that proportion of the <i>Clients</i> losses for which the <i>Consultant</i> is responsible under the contract. The policy should include an Indemnity to Principle clause for Public Liability and Employers Liability.(C51)
Z3 <i>Consultant's</i> Liabilities	<ul style="list-style-type: none"> 81.1 Delete the first bullet point and replace with ""Legally enforceable claims and proceedings from Others and legally enforceable, properly mitigated and reasonably foreseeable compensation and costs payable to Others which arise directly from or in connection with the <i>Consultant</i> negligently providing

	<p>the <i>Service</i>.’</p> <ul style="list-style-type: none">• 81.1 Delete the second bullet point and replace with “Legally enforceable, properly mitigated and reasonably foreseeable costs incurred by the Client which arise directly from a failure by the <i>Consultant</i> to use the skill and care normally used by professionals providing services similar to the service.”
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