
MHA PSP3

Professional Services Short Contract

A Contract between	<input type="text" value="Enter MHA Member Authority."/>
And	<input type="text" value="Enter PSP3 Provider."/>
For	<input type="text" value="Name of Task Order Project."/>
Client's Reference	<input type="text" value="Purchase Order number or other reference provided by MHA Member Authority."/>

	<i>Checklist</i>	<i>Completed?</i>
Client's Contract data – Client to complete		<input type="text" value="Yes / No"/>
Scope – Client to complete		<input type="text" value="Yes / No"/>
Consultant's Contract Data – Consultant to complete		<input type="text" value="Yes / No"/>
Price List – Consultant to complete		<input type="text" value="Yes / No"/>
The Consultant's Offer and Client's Acceptance		<input type="text" value="Yes / No"/>

Contract Data for Time Charge or Work Orders using the NEC4 Professional Services Short Contract – Applicable to Lots 1 (Professional Services) & Lot 2 (Secondment)

The *Client's* Contract Data

The *Client* is

Name

Address for communications

Address for electronic communications

The *service* is (delete as applicable)

The *starting date* is

The *completion date* is

The *delay damages* are (delete as applicable)

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 the of each month

Work **is / is not** to be carried out on a time charge basis (delete as applicable)

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **applies**

The *Adjudicator* is **appointed by the ICE Dispute Resolution Panel**

The interest rate on late payment is % per complete week of delay

(insert a rate only if a rate less than **0.5% above base rate of the Bank of England** per week has been agreed)

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 the Service	£10,000,000	One year
	In respect of each claim without limit to the number of claims but in the aggregate for claims 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 *Consultant's* total liability to the *Client* which arises under or in connection with the contract, other than excluded matters is limited to (amend as applicable)

£2,000,000 / (or higher amount)

The *Adjudicator's* nominating body is **the Institution of Civil Engineers**.

The *tribunal* is **arbitration**.

The arbitration procedure is **the latest version of the Institution of Civil Engineers Arbitration Procedure in force when the arbitrator is appointed**.

The *conditions* of contract are the NEC4 Professional Service Short Contract June 2017 and the following *additional conditions*.

Scope

1. Purpose of the Service

2. Description of the service

3. Existing Information

4. Specification and Standards

5. Constraints on how the Consultant Provides the Service

6. Requirements for the Programme

7. Information and other things provided by the Client

The *Consultant's* Contract Data

The *Consultant* is

Name

Address for communications

Address for electronic communications

The *people rates* are

IFT annex E Table 2 (Lot 1) / Table 4 (Lot 2)								
Specialisms	Band A	Band B	Band C	Band D	Band E	Band F	Band G	Band H
General Civil and Highway Activities								
Planner/Transport Planner								
Water and Flood management								
Environmental specialism								
All other specialisms								

All-inclusive people rates to be entered in pounds sterling per hour and to two decimal places
 (Note: Framework Information, '12.4.2 Price Adjustment for Inflation' applied on the contract anniversary 29th April each year.)

The applied regional multiplier is (applicable to Lot1 only) (Number to 2 decimal places)

The total of the Prices from the Price List is

Price List

(if required insert here)

The *Consultant's* Offer and *Client's* Acceptance

The *Consultant* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*

The offered total of the Prices is

Enter the total of the Prices from the Price list here. If all the work is to be carried out on a timecharge basis, enter "Not Applicable"

Signed on behalf of the *Consultant*

Name

Position

Signature

Date

Signed on behalf of the *Client*

Name

Position

Signature

Date