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**MIDLANDS HIGHWAY ALLIANCE PLUS**

**PROFESSIONAL SERVICES PARTNERSHIP 4**

**CONTRACT DATA PART 1**

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|  | **2023 – 2027** |  |
|  | V2 – published 29/03/23V2.2 – TQ amends added 04/10/23 |  |
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Contents

[A FRAMEWORK CONTRACT 2](#_Toc530127716)

[The Data which will apply to all work under the Framework Contract is 2](#_Toc530127717)

[B TIME CHARGE AND WORK ORDERS 3](#_Toc530127718)

[1. Contract Data for Time Charge or Work Orders using the NEC 4 Professional Services Short Contract 3](#_Toc530127719)

[2. Contract Data for Time Charge or Work Orders using the NEC 4 Professional Services Contract 5](#_Toc530127720)

# A FRAMEWORK CONTRACT

Data Provided By the *Client*

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

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|  | * The *conditions of contract* are **the clauses of the NEC 4 Framework Contract (June 2017)** and any *additional conditions of contract*.
 |
|  | * The *Client* is

Name: **Leicestershire County Council**Address: **County Hall,****Glenfield,****Leicester,****LE3 8RJ.**[www.mhaplus.org.uk](http://www.mhaplus.org.uk) |
|   | * The *Clients Representative* is the MHA+ Manager

Address: **County Hall,****Glenfield,****Leicester,****LE3 8RJ.** |
|  | * The Framework Information is in **the document identified as such.**
 |
|  | * The *framework* *scope* is in section 2 of **the Framework Information.**
 |
|  | * The *selection procedure* is in Annex B of **the** **Framework Information.**
 |
|  | * The *quotation procedure* is in Annex C of **the** **Framework Information.**
 |
|  | * The *end* *date* is 4years after the commencement date unless extended in accordance with section 4 of the **Framework Information** by up to 2 extension periods each of no more than 2 years**.**
 |
|  | * The period for reply to a Suppliers quotation is **4 weeks**
 |
|  | * The *additional conditions of contract* are set out in Appendix FC/1
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| B TIME CHARGE AND PRICED WORK ORDERS**The Contract Data which will apply to Time Charge Order or Priced Work Orders can be taken from one of the following options, as defined in the “Order”:** |
| 1.  | **Contract Data for Time Charge Orders or Priced Work Orders using the NEC 4 Professional Services Short Contract (PSSC)** |
|  | * 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**
 |
|  | * 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** to be carried out on a **time charge / Priced (fixed) / Priced (remeasure) 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 cover
 |

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|  | **Insurance against** | **Minimum amount of cover** | **Period following completion or earlier termination** |
|  | Liability of the *Consultant* for claims made against it arising out of the *Consultant’s* failure to use the skill and care normally used by professionals providing services similar to the service.  | £5,000,000  |  |
|  | In respect of any one claim and in the aggregate.  | Twelve years |

|  |  |  |  |
| --- | --- | --- | --- |
|  | Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultan*t) arising from or in connection with the *Consultant* 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 *Consultant* 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 |
|  |

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| --- | --- |
|  | * The Consultant’s total liability to the Client which arises under or in connection with the contract will be as stated in the Order. This will usually be not less than £5,000,000 in respect of each claim but may potentially be higher or lower as specified by the Client in the Order.
 |
|  | * 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 NEC 4 Professional Service Short Contract June 2017 and the *additional conditions set out in Appendix PSSC/1*. |

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| 2. | **Contract Data for Time Charge Orders or Work Orders using the NEC 4 Professional Service Contract (PSC) (“Order”)** |

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| 1. General | The *conditions of contract* are the core clauses and the clauses for main **Option [A/C/E][[1]](#footnote-2)**, the Option for resolving and avoiding disputes **W2** and secondary **Options X1, X2,** **[X4] [[2]](#footnote-3), [X5,][[3]](#footnote-4) [X7,][[4]](#footnote-5) X8, X9, X10**, **X11,** **X18**, **Y(UK)2 and Y(UK)3** and **Z** of the **NEC 4 Professional Service Contract June 2017.** |
|  | The *service* **is defined in the Order.** |
|  | The *Client* 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 *language of this contract* is **English**. |
|  | The *law of the contract* is **the law of England and Wales** |
|  | The *period for reply* 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 of no longer than **2 weeks**. |
| 2. The Consultant’s main responsibilities | The *key dates* and *conditions* to be met are **as defined in the Order.**If Option A is used the *Consultant* prepares forecasts of the total *expenses* at intervals no longer than 4 weeks.If Option C or E is used the *Consultant* prepares forecasts of the total Defined Cost plus Fee and *expenses* at intervals no longer than 4 weeks. |
| 3. Time | The *starting date* is **as defined in the Order.** |
|  | The *access dates* are **defined in the Order.** |
|  | The *Consultant* submits revised programmes at intervals no longer than **4** **weeks**.The *completion date* for the whole of the *service* is **as defined in the Order.**If no programme is identified in part two of the Contract Data - the period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is **4 weeks**. |
| 4. Quality management | The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is **4 weeks.**The period between Completion of the whole of the service and the defects date is **[\*\*] weeks**. |
| 5. Payment  | The *currency of this contract* is **Pound sterling (£).**The *assessment interval* is **monthly.**The *expenses* stated by the *Client* **are defined in the Order.**The *interest rate* is 5% per annum above the base rate of the Bank of England.The locations for which the *Consultant* provides a charge for the cost of support people and office overhead. **are defined in the Order**.The period within which payments are made **is defined in the Order**If Option C is used the *Consultants* *share percentages* and the *share* ranges **are defined in the Order**If Option C or E is used the *exchange rates* are those published **as defined in the Order**. |
| 8. Liabilities and insurance | The minimum amount of cover and the periods for which the *Consultant* maintains insurance are**:** |

|  |  |  |  |
| --- | --- | --- | --- |
|  |  |  |  |
|  | **Insurance against** | **Minimum amount of cover** | **Period following completion or earlier termination** |
|  | Liability of the *Consultant* for claims made against it arising out of the *Consultant’s* failure to use the skill and care normally used by professionals providing services similar to the service.  | £10,000,000 | Twelve years |
|  | In respect of any one claim  |
|  | Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* 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 *Consultant* 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 for all matters which arise under or in connection with the contract, other than excluded matters is limited to £10,000,000.00, or such higher or lower amount as is specified by the Client in the Order. |
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| Resolving and avoiding disputes | * The *tribunal* is **arbitration**.
 |
|  | * The *arbitration procedure* is **the latest version of the Institution of Civil Engineers Procedure in force when the arbitrator is appointed.**
* 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 Order.**
* The *Adjudicator* is to be advised
* The *Adjudicator nominating body* is Institution of Civil Engineers.
 |
| X1: Price adjustment for inflation. | * This will be defined **in the Order**.
* The index is the Highway Term Maintenance Indices Working Category10/3 produced by BCIS for HTMA
 |
| X2: Changes in the law. | * The *law of the contract* is England and Wales
 |
| X5: Sectional Completion | * The *completion date* for each *section* of the *service* is:

|  |  |  |
| --- | --- | --- |
| *section* | Description | *completion date* |
|  |  |  |
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| X7: Delay Damages | * If Option X7 is used without Option X5

Delay damages for Completion of the whole of the *service* are £**defined in the Order*** If Option X7 is used with Option X5

Delay damages for each *section* of the *service* are:

|  |  |  |
| --- | --- | --- |
| *section* | Description | Amount per day |
|  |  |  |
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The delay damages for the remainder of the *service* are £**defined in the Order** |
| X8: Undertakings to Others | * The *undertakings to Others* are provided to: **defined in the Order**
 |
| X10 Information modelling | * 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 | * The *Consultants* liability to the *Client* for indirect or consequential loss is limited to **the figure defined in the Order**.
* The *Consultants* liability to the *Client* for Defects that are not found until after the *defects date* is limited to **the figure defined in the Order**
* The *end of liability date* 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 | * The period for payment is 21 days after the date on which payment becomes due.
 |
|  | The *conditions of contract* are the NEC 4 Professional Service Contract June 2017 and the *additional conditions set out in Appendix PSC/1*. |

1. DN: Delete as appropriate [↑](#footnote-ref-2)
2. DN: To be included in the Order if applicable - as determined by *Client*  [↑](#footnote-ref-3)
3. DN: To be included in the Order if applicable - as determined by *Client*  [↑](#footnote-ref-4)
4. DN: To be included in the Order if applicable - as determined by *Client* [↑](#footnote-ref-5)