

CONTRACT DATA

Part One - Data provided by *Employer*

1. General

- 1.1 The *conditions of contract* are the Model Conditions of Contract for The Asset Support Contract.
- 1.2 The *Employer* is: The Secretary of State for Transport of Great Minster House, 33 Horseferry Road, London, SW1P 4DR.
- 1.3 The *Service Manager* is:
- | | |
|---------|---|
| Name | [REDACTED] |
| Address | Highways Agency
The Cube
199 Wharfside Street
Birmingham
B1 1RN |
- 1.4 The Area Network is Highways Agency Area 9 as more particularly described in the Network Information.
- 1.5 The *Adjudicator* is a person to be chosen in accordance with clause 91.1 when a dispute arises.
- 1.6 The Service Information is in the Highways Agency e-tendering address, which is <https://highways.bravosolution.co.uk>, as an attachment in the listed project: Area 9 Asset Support Contract (ASC) 2013.
- 1.7 The Network Information is in the Highways Agency e-tendering address, which is <https://highways.bravosolution.co.uk>, as an attachment in the listed project: Area 9 Asset Support Contract (ASC) 2013.
- 1.8 The Pricing Schedule is in the Highways Agency e-tendering address, which is <https://highways.bravosolution.co.uk>, as an attachment in the listed project: Area 9 Asset Support Contract (ASC) 2013.
- 1.9 The *period for reply* to a communication is two weeks.
- 1.10 The *threshold range* is £4,000,000 (four million pounds) to £8,000,000 (eight million pounds).

- 1.11 The *threshold* is £5,000,000 (five million pounds).
- 1.12 The following matters will be included in the Risk Register:
- Effective winter service;
 - Satisfy Special Defence test under Section 58 of the Highways Act 1980;
 - Network availability to maintain free flow of traffic;
 - Understanding of the Area Network, its condition, traffic using the network, maintenance requirements, stakeholder expectations and minimising impact to On Time Reliability;
 - Operating as an integrated team (Traffic Officer Service, RCC, RTMC, Area Team, Service Providers);
 - Management of third party contracts including the RTMC and the Asset Support Framework.
- 1.13 The *Employer's* representatives on the Network Board are [REDACTED] (nominated chair) and [REDACTED].
- 1.14 The limits of authority of the *Employer's* representatives are:
- Financial - [REDACTED] – Service Manager - £19,000,000 for highways project and £10,000,000 for traffic technology projects
 - Contractual – [REDACTED] – Procurement Manger £ 250,000,000
- 1.15 Named Suppliers have the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the provisions of clauses 59.4, 59.6, 59.8, 59.10 and 59.13 of the *conditions of contract*.
- 1.16 An Incoming Provider has the right under the Contracts (Rights of Third Parties) Act 1999 to enforce the provisions of clauses 36.9 and 42.6 of the *conditions of contract*.
- 3. Time**
- 3.1 The *starting date* is 14 January 2014
- 3.2 The *access date* is 1 July 2014
- 3.3 The *contract period* is five years commencing on the *access date*.

3.4 The *extension period* is three years.

3.5 The *Provider* submits revised programmes at intervals no longer than one month.

4. Management and audit

4.1 *Quality table*

Quality Management Points accrue for the failures listed in the quality table below. Subject to clause 41.6 Quality Management Points in respect of failures 1, 3, 4, 5, 7, 9, 10, 11, 12, 13 and 14 which are identified other than by audit accrue from the date of identification and Quality Managements Points which accrue from an audit accrue from the date of the audit.

	Failure	Quality Management Points	Period of effect
1	No Quality Manager in post	25	Until a <i>Provider's</i> audit confirms the Failure is rectified and this is accepted by the <i>Service Manager</i>
2	Failure to identify a Nonconformity	5 per Nonconformity	2 months
3	Failure to raise a Nonconformity report in accordance with annex 19	5 per Nonconformity	6 months
4	Failure to raise a corrective action report	5 per Nonconformity	6 months
5	Failure to rectify a Nonconformity in the time set out in a corrective action report (see note 1 below)	5 per Nonconformity	Until a <i>Provider's</i> audit confirms the Failure is rectified and this is accepted by the <i>Service Manager</i>
6	Failure to correct Quality Plan in manner set out in a corrective action report (see note 1 below)	10 per failure	Until a <i>Provider's</i> audit confirms the Failure is rectified and this is accepted by the <i>Service Manager</i>
7	Failure to prevent repeat Nonconformities	5 per repeat Nonconformity	6 months
8	Failure to implement recommendations in audit report (see note 1 below)	5 per recommendation	Until a <i>Provider's</i> audit confirms the Failure is rectified and this is accepted by the <i>Service Manager</i>

	Failure	Quality Management Points	Period of effect
9	Failure to carry out internal audit	25 per audit	Until a <i>Provider's</i> audit confirms the Failure is rectified and this is accepted by the <i>Service Manager</i>
10	Carrying out work without release of hold point	10 per item	6 months
11	Failure to make records available for inspection by the <i>Service Manager</i>	10 per failure	Until the records are made available
12	Failure to allow access for <i>Employer</i> audits	10 per failure	Until access is allowed
13	Failure to notify the <i>Service Manager</i> of change to Processes and Procedures	10 per failure	6 months
14	Failure by <i>Provider</i> to accrue Quality Management Points that should have been accrued or where the <i>Provider</i> has been instructed to accrue Quality Management Points by the <i>Service Manager</i>	The number of Points that should have been accrued	The period applicable to the Failure that should have accrued Points
		PLUS	
		An additional number of Points equivalent to the Points that should have been accrued	6 months from the actual accrual date of the Quality Management Points that should have been accrued

Note 1: For this failure additional Quality Management Points equal to the number already accrued for the failure are accrued at each audit until a *Provider's* audit confirms that rectification/correction/implementation/action has taken place and this is accepted by the *Service Manager*.

5. Payment

- 5.1 The *currency of this contract* is the pound sterling (£).
- 5.2 The first *invoice date* is the 15th day of the month following the *starting date*.
- 5.3 The *assessment interval* is one calendar month.

5.4 The *interest rate* is, unless the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 otherwise require, 3% per annum above the Bank of England base rate in force from time to time.

5.5 The *Provider's share percentages and share ranges* are:

<i>Share ranges</i>	<i>Provider's share percentage</i>
less than 80 %	0 %
from 80 % to 100 %	25 %
from 100 % to 105 %	50 %
from 105 % to 110 %	75 %
greater than 110 %	100 %

5.6 The *index* is the All Items Retail Prices Index (series CHAW) published by the Office for National Statistics.

5.7 The *base date* is 1 June 2013.

8. Risks and insurance

8.1 The amount of the minimum limit of indemnity for insurance in respect of loss of or damage to property (except the Area Network, Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Provider*) caused in connection with this contract for any one event is £40,000,000 (Forty Million Pounds).

8.2 The amount of the minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Provider* 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).

8.3 The amount of the minimum limit of indemnity for insurance in respect of claims made against the *Provider* arising out of his failure to use the skill and care normally used by professionals providing services similar to the Services is £5,000,000 (Five Million Pounds). The minimum limit of indemnity applies in the aggregate in any one period of insurance for claims arising out of pollution or contamination.

8.4 The *Employer* does not provide any of the insurances stated in the insurance table.

8.5 There are no additional *Employer's* risks.

9. Disputes and termination

- 9.1 The *adjudicator nominating body* is the President for the time being of the Institution of Civil Engineers or his nominee.
- 9.2 The *tribunal* is arbitration.
- 9.3 The *arbitration procedure* is the Institution of Civil Engineers Arbitration Procedure (2006).
- 9.4 The place where the arbitration is to be held is to be agreed on a case by case basis

Part Two - Data provided by *Provider*

1 General

1.1 The *Provider* is:

Name

Address

.....

1.2 The Principal Design Consultants are
and

1.3 The Quality Statement is in

1.4 The *direct fee percentage* is %

1.5 The *subcontracted fee percentage* which shall not exceed 4% is %

1.6 The *third party claims overhead percentage* is.....%

1.7 The Fee Schedule is in

1.8 The *lump sum annual discounts* are

Contract Year	<i>lump sum annual discount</i>
2%
3%
4%
5%

The *schedule of rates annual discounts* are

Contract Year	<i>schedule of rates annual discount</i>
2%
3%
4%
5%

1.9 The Area Network Alteration Schedule is in.....

- 1.10 The Regional Technology Network Alteration Schedule is in.....
- 1.11 The Area Service Alteration Schedule is in
- 1.12 The *Provider's* representatives on the Network Board are
and
- 1.13 The limits of authority of the *Provider's* representatives are:
 - Financial.....
 - Contractual..........
- 1.14 The *premises document* is in
- 1.15 The following matters will be included in the Risk Register:
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2 Project Bank Account

- 2.1 The *project bank* is.....
- 2.2 *named suppliers* are
-
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