

# **Area 4 Interim Design Services Contract (DSC)**

## **Asset Delivery (AD)**

### **Contract Data Part 1**

**CONTENTS AMENDMENT SHEET**

<b>Amend. No.</b>	<b>Revision No.</b>	<b>Amendments</b>	<b>Initials</b>	<b>Date</b>
1	0	Tender Issue	LP	02/03/20
2	1	Amendment to Start and Access Dates	LP	19/03/20
3	2	Amendment to Access Date	LP	02/06/20

**PART ONE – DATA PROVIDED BY THE CLIENT**

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

**1 General**

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017

Main Option	E	
Option for resolving and avoiding disputes	W2	
Secondary options	X10, X11 X18, Y(UK)1, Y(UK)2 and Y(UK)3	
The <i>service</i> is	the provision of design services in relation to the Strategic Road Network in Highways England Area 4	
The Affected Property is	Highways England Area 4 more particularly described in the Scope	
The <i>Client</i> is		
Name	Highways England Company Limited	
Address for communications	Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ	
Address for electronic communications	info@highwaysengland.co.uk	
The <i>Service Manager</i> is		
Name	[REDACTED]	
Address for communications	Bridge House, 1 Walnut Tree Close, Guildford, Surrey, GU1 4LZ	
Address for electronic communications	[REDACTED]@highwaysengland.co.uk	
The Scope is in	the document entitled "Area 4 Interim Design Services Consultancy Contract Scope"	
The <i>language of the 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	two weeks	

The *period for retention* is  years following Completion or earlier termination

The following matters will be included in the Early Warning Register

Concrete carriageway remedial design work - capability  
Tunnel operational, mechanical and electrical design - capability

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The *go live date* is

The *Client* provides access to the following persons, places and things

	<i>access</i>	<i>access date</i>
(1)	<input type="text" value="Office 1 – Maidstone"/>	<input type="text" value="27/07/2020"/>
(2)	<input type="text"/>	<input type="text"/>

The period after the Contract Date within which the *Consultant* is to submit a first programme for acceptance is

The *Consultant* submits revised programmes at intervals no longer than

If the *Client* has decided the *completion date* for the whole of the *service*

The *completion date* for the whole of the *service* is

**4 Quality management**

The period after the Contract Date within which the *Consultant* is to submit a quality policy statement and quality plan is as stated in the Scope.

The *quality table* is

The period between Completion of the whole of the *service* and the *defects date* is

**5 Payment**

The *currency* of the contract is the

The first assessment date is 6<sup>th</sup>

The *assessment interval* is

If the *Client* states any *expense*

<i>Item</i>	<i>amount</i>
<input type="text" value="Travel and Subsistence but only for work-related travel outside the Area 4 boundary defined in the Scope"/>	<input type="text" value="Payment in accordance with Highways England Travel and Subsistence Policy"/>

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

The *staff rates* are

the rates calculated using the method set out in the document entitled "Area 4 Interim Schedule of Cost Components" reference. A *staff rate* does not exceed the relevant Maximum Staff Rate

The *maximum staff rate* is

the rate for the Highways England Role stated in Appendix A to the Task Schedule

The *index* is

EARN03: Average Weekly Earnings by Industry "Not Seasonally Adjusted Average Weekly Earnings – Index figures including Bonuses, including Arrears" Sector M – Professional, Scientific and Technical Activities, Tab 5, Column K5EY published by the Office for National Statistics

The *accounting periods* are each Financial Year falling wholly or partly within the Live Period

**6 Compensation events**

If there are additional compensation events

These are additional compensation events

- (17) *Service Manager* issues an instruction changing a Task Order.
- (18) The *Consultant* receives a Task Order after the *starting date* stated in the Task Order.
- (19) Task Completion Date is later than the Completion Date.
- (20) The *Service Manager* gives an instruction correcting a mistake in the Task Schedule which arises from an ambiguity or inconsistency in or between the documents which are part of the contract.
- (21) *Service Manager* agrees to the appointment by the *Consultant* of a specialist with recognised expertise in a particular technical discipline or area of competence to perform an identified part of the *service*.

**8 Liabilities and insurance**

If there are additional *Client's* liabilities

These are additional *Client's liabilities*

- (1) | \_\_\_\_\_
- (2) | \_\_\_\_\_
- (3) | \_\_\_\_\_

The *Consultant's* total liability to the *Client* for all matters arising under or in connection with each Task, other than the excluded matters, is the higher of

- (1) £1,000,000 (one million pounds),
- (2) ten times the forecast total of the Prices for the Task stated in the Task Order or
- (3) ten times the final Price for Services Provided to Date for the Task

(4) The *Consultant's* total aggregate liability to the *Client* for all matter arising under or in connection with this *Contract*, other than the excluded matters, is limited to £25,000,000 (twenty-five million pounds)

**Resolving and avoiding disputes**

The *tribunal* is

If the *tribunal* is arbitration The *arbitration* procedure is

The place where arbitration is to be held

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator* is

The *Adjudicator nominating body* is

**Optional statements**

The *Consultant* prepares forecasts of the total Time Charge and *expenses* at intervals no longer than

**X10: Information modelling**

If Option X10 is used

The period within which the *Consultant* is to submit a first Information Execution Plan for acceptance is stated in the Scope

**X18: Limitation of liability**

If Option X18 is used	The <i>Consultant's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	£1,000,000 (one million pounds)
	The <i>Consultant's</i> liability to the <i>Client</i> for Defects that are not found until after the <i>defects date</i> is limited to	£5,000,000 (five million pounds)
The end of liability date is 12 years after the Completion of the whole of the <i>service</i>		

**Y(UK)1: Project Bank Account**

Charges made and interest paid by the <i>project bank</i>	The <i>Client</i> is to pay any charges made and to be paid any interest paid by the <i>project bank</i>
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**Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**

The first *invoice date* is 15<sup>th</sup> November.

Later *invoice dates* occur on the 15<sup>th</sup> of each calendar month after the first *invoice date* until all amounts due to the *Consultant* under the contract have been paid

**Y(UK)3: The Contracts (Rights of Third Parties) Act 1999**

If Option Y(UK)3 is used	term	<i>beneficiary</i>
	The provisions of Option Y(UK)1	Named Suppliers
	Clause Z12.9	An Incoming Consultant

**Z: Additional conditions of contract**

If Option Z is used	The <i>additional conditions of contract</i> are in the document entitled "Area 4 Interim Design Services Contract - Z clauses".
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