

South West Maintenance and Response Contract

Contract Data Part 1

CONTENTS AMENDMENT SHEET

Amend. No.	Revision No.	Amendments	Initials	Date
0	0	Tender Issue	TT	Aug 16

CONTRACT DATA

Part one – Data provided by the *Employer*

1. General

- The *conditions of contract* are the core clauses and the clauses for main Options A (for Lump Sum Duties and the duties in Sections B and C of the Price List) and E (for Cost Reimbursable Duties), dispute resolution Option W2 and secondary Options X1, X2, X19, Y(UK)1, Y(UK)2, Y(UK)3 and Z of the NEC3 Term Service Contract April 2013

- The *service* is **the provision of Maintenance and Response services in relation to the Strategic Road Network in Highways England South West**

- The *Employer* is

Name	Highways England Company Limited
Address	Bridge House 1 Walnut Tree Close Guildford Surrey GU1 4LZ

- The *Service Manager* is

Name	Clive Perkin
Address	Highways England Ash House Falcon Road, Sowton Ind. Estate Exeter EX2 7LB

- The *Adjudicator* is **the person chosen by the Parties from an agreed list of Adjudicators published by the Institution of Civil Engineers**
- The Affected Property is **Highways England South West, more particularly described in the Network Information**
- The Network Information is in **SW M&R Network Information**
- The Service Information is in **SW M&R Service Information**
- The Price List is in SW M&R Price List
- The *language of this contract* is **English**
- 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 **two** weeks
- The *Adjudicator nominating body* is **the Institution of Civil Engineers**
- The *tribunal* is **arbitration**
- The following matters will be included in the Risk Register
 - Provision of an effective severe weather service

- Provision of an effective incident response service including provision of all necessary information
- Supporting the Employer to demonstrate a defence under Section 58 of the Highways Act 1980
- Understanding of the Affected Property, its condition, traffic using the network and maintenance requirements
- Operating as an integrated team through the South West Community

3. Time

- The *starting date* is 6th March 2016
- The *access date* is **1st July 2017**
- The *service period* is **fifteen years commencing on the access date**

5. Payment

- The *assessment interval* is **one calendar month**
- The *currency of this contract* is **Pounds Sterling (£)**
- 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

Optional statements

- The *arbitration procedure* is **the Institution of Civil Engineers Arbitration Procedure (April 2012)**
- The place where arbitration is to be held is **in a place agreed by the parties**
- The person or organization who will choose an arbitrator
 - if the Parties cannot agree a choice or
 - if the *arbitration procedure* does not state who selects an arbitratoris **the President of the Institution of Civil Engineers or his nominee**

If there are additional *Employer's* risks

- These are the additional *Employer's* risks
 - 1 Loss of or damage to any part of the Affected Property (excluding the Premises) due to theft
 - 2 Loss of or wear or damage to any part of the Affected Property by any other cause, except loss, wear or damage which is due to any act, omission, default or breach of this contract on the part of the *Contractor*

If Option A is used

- The *Contractor* prepares forecasts of the final total of the Prices for the whole of the *service* at intervals no longer than 52 weeks

If Option E is used

- The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *service* at intervals no longer than 52 weeks
- The Schedule of Cost Components is in SW M&R Contract Schedule of Cost Components

If Option X1 is used

- The proportion used to calculate the Price Adjustment Factor is 100%
- The *base date* for the index is 01st October 2016 until the first Service Review Date and thereafter the most recent Service Review Date
- The index is the **Price Adjustment Formulae Indices Series 4 - Highways Maintenance, 4/HM/WC/01 Routine, Cyclic and Time Charge Works** published by the Building Cost Information Service of the Royal Institution of Chartered Surveyors

If Option X19 is used

- The *Contractor* submits a Task Order programme to the *Service Manager* within 14 days of receiving the Task Order

If Option Y(UK)1 is used

- The *Employer* is to pay any charges made and is paid any interest paid by the *project bank*

If Option Y(UK)2 is used

- The first *invoice date* is 15th May 2017. Later *invoice dates* occur on the same day of each calendar month after the first *invoice date* until all amounts due to the *Contractor* under this contract have been paid

If Option Y(UK)3 is used

- | | |
|---------------------------------------|------------------------|
| • term | person or organization |
| The provisions of Option Y(UK)1 | Named Suppliers |
| Clause Z10.2 (6 th bullet) | Any subcontractor |
| Clauses Z12.9 and Z39.3 | An Incoming Contractor |

If Option Z is used

- The *quality table* is in **Annex 16 to the Service Information**
- The *additional conditions of contract* are in the document entitled SW M&R Z Clauses