



Volume 1 - Contract Agreement and Data

**DMCH 012 - Highways and Environment Term Service
Contract**

CONTRACT DATA

PART ONE – DATA PROVIDED BY THE *EMPLOYER*

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 main Option **A** dispute resolution Option **W2** and secondary Options **X2, X4, X17, X19, Y(UK)2, Y(UK)3** and **Z** of the NEC3 Term Service Contract April 2013.

- The service is the provision of maintenance, cleansing and reconstruction services for the highway and other public areas which are the responsibility of the *Employer*.

- The *Employer* is:

| | |
|----------|---------------------------------------|
| Name: | Shropshire Council |
| Address: | Shirehall, Abbey Foregate, Shrewsbury |
| | Shropshire, SY2 6ND |

- The *Service Manager* is:

| | |
|----------|--|
| Name: | Hugh Dannatt |
| Address: | Shirehall, Abbey Foregate, Shrewsbury |
| | Shropshire, SY2 6ND |
| Email: | hugh.dannatt@shropshire.gov.uk |

- The *Adjudicator* is chosen jointly by the Parties when a dispute arises.
- The Affected Property is the Area Network and any adjoining or related property used to Provide the Service.
- The Service Information is in: the document “Service Information DMCH 012 Highways and Environment Term Service Contract”
- The language of this contract is English.
- The law of this contract is the law of England subject to the jurisdiction of the Courts of England.
- The *period for reply* is: 3 weeks
- The *Adjudicator nominating body* is the Institution of Civil Engineers.

- The *Adjudicator nominating body* chooses an adjudicator if the Parties cannot agree on a choice.
- The *tribunal* is litigation.
- The following matters will be included in the Risk Register:
.....
.....
.....

3 Time • The *starting date* is 1st April 2018

- The *service period* is 7 years

5 Payment • The assessment interval is one month.

- The currency of this contract is pound sterling (£).
- The *interest rate* is 8% per annum above the official bank base rate of the Bank of England.

8 Insurance • The minimum amount of cover for insurance against loss of or damage caused by the *Contractor* to the *Employer's* property is £20,000,000.00

- The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer's* property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Service for any one event is £20,000,000.00
- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is £20,000,000.00

Optional statements If no plan is identified in part two of the Contract Data

- The *Contractor* submits a first plan for acceptance within 10 weeks of the Contract Date.

Y(UK)2 If the final date for payment is not 14 days after the date when payment is due

- The period for payment is 21 days after the date on which payment becomes due.

If there are additional *Employer's* risks

- These are no additional *Employer's* risks:

If the *Employer* is to provide Plant and Materials

- The insurance against loss of or damage to Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of £ N/A

If additional insurances are to be provided

- The *Employer* provides these additional insurances:

1. Insurance against [.....N/A.....]

Cover / indemnity is [.....]

The deductibles are [.....]

2. Insurance against [.....N/A.....]

Cover / indemnity is [.....]

The deductibles are [.....]

- The *Contractor* provides these additional insurances:

1. Insurance against loss of or damage to Equipment provided by the *Employer* for use by the *Contractor* to Provide the Service

Cover / indemnity is the replacement cost for any one event

The deductibles are £

[note to tenderers: the level of deductibles to be agreed prior to contract award and to be commensurate with the financial stability of the tenderer and industry norms.]

2. Professional indemnity insurance in respect of the liability of the *Contractor* for negligence in Providing the Service

Cover / indemnity is £10,000,000.00 for any one claim or series of claims arising out of the same cause, provided that such insurance continues to be available at commercially reasonable rates. Cover is maintained for a period of 12 years from the end of the Service Period.

The deductibles are £

[**note to tenderers:** the level of deductibles to be agreed prior to contract award and to be commensurate with the financial stability of the tenderer and industry norms]

| | | |
|---------------|--|---|
| Option A | • | The <i>Contractor</i> prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than one month |
| Option X17 | • | The service level table is in Schedule 3 |
| | • | |
| Option X19 | • | The <i>Contractor</i> submits a Task Order Programme to the <i>Service Manager</i> within 5 days of receiving the Task Order. |
| Option Y(UK)3 | term | person or organisation |
| | All excluded | <i>All excluded</i> |
| Option ZM21 | • | Option [1] is used to calculate the Price Adjustment Factor for each Work Category. |
| | • | The Price Adjustment Factors, the Price Adjustment Amounts and (where Option 2 applies) the Latest Work Category Index for each Work Category are calculated on a monthly basis at, or immediately before, the assessment date. |
| Option Z | The <i>additional conditions of contract</i> are set out in Annex Z. | |