

# CONTRACT DATA

## Part one – Data provided by the *Employer*

### 1 General

1.1 The Conditions of Contract are the Model Conditions of Contract for Managing Agent Contractor as amended by the Parties.

1.2 The *Employer* is:

Name: **Herefordshire Council**

Address: Brockington  
35 Hafod Road  
Hereford  
Herefordshire  
HR11SH

1.3 The *Service Manager* is:

Name: Clive Hall

Address: Unit 3  
Thorn Business Park  
Rotherwas,  
Hereford  
Herefordshire  
HR2 6JT

1.4 Not used.

1.5 The *Adjudicator* will be appointed on the application of either party to the adjudicator nominating body.

1.6 The Service Information is contained at Schedule 4.

1.7 The Public Realm Asset Information is contained at Schedule 5.

1.8 Not used

1.9 The *period for reply* to a communication is 10 Working Days.

1.10 Not used

1.11 Not used

1.12 Not used

1.13 The Employer's representatives on the Strategic Partnering Board are:

	Designated representative	Position	Designated alternative representative	Position
Employer's representative 1	Geoff Hughes	Director of Economy, communities and corporate directorate	To be identified	Section 151 officer
Employer's representative 2	Richard Ball	Assistant Director, Place Based Commissioning		Business Change Manager
Employer's representative 3	Clive Hall	<i>Service Manager</i>		Outcomes Manger

The Employer's representatives on the Operations Board are:

	Designated representative	Position	Designated alternative representative	Position
Employer's representative 1	Clive Hall	<i>Service Manager</i>		Business Change Manager
Employer's representative 2		Outcomes manager		Outcomes Officer
Employer's representative 3		Delivery Manager		Cost Control Engineer

1.14 The limits of authority of the *Employer's* representatives are:

- Financial:

	Designated representative	Position	Financial
<b>Employer's representative 1</b>	Geoff Hughes	Director of Economy, communities and corporate directorate	Unlimited
<b>Employer's representative 2</b>	Richard Ball	Assistant Director, Place Based Commissioning	£3,000,000
<b>Employer's representative 3</b>	Clive Hall	<i>Service Manager</i>	£3,000,000

- Contractual:

	Designated representative	Position	Contractual
<b>Employer's representative 1</b>	Geoff Hughes	Director of Economy, communities and corporate directorate	None
<b>Employer's representative 2</b>	Richard Ball	Assistant Director, Place Based Commissioning	None
<b>Employer's representative 3</b>	Clive Hall	<i>Service Manager</i>	All in accord with the role as <i>Service Manager</i>

1.15 The *Provider* arranges progress meetings at intervals no longer than one month.

1.16 The following persons or organisations may enforce the following terms of this contract:

- Person or organisation: an Incoming Provider
- Terms: clauses 26.3, 29.6, 42.4 and 96.4

### 3 Time

- 3.1 The *starting date* is the Contract Date
- 3.2 The *access date* is 1 September 2013
- 3.3 The *contract period* is 10 years commencing on the *access date*.  
The *extension period* is 10 years and may be extended in accordance with clause 31.
- 3.4 Not used.

### 4 Payment

- 4.1 The currency of this contract is pounds sterling (£).
- 4.2 The first *invoice date* is the 1<sup>st</sup> day of the month following the *starting date*.
- 4.3 The assessment interval is one calendar month.
- 4.4 The interest rate is, unless the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 otherwise require, 4% per annum above the Bank of England base rate in force from time to time.
- 4.5 The *Provider's share percentages and share ranges* are:

Work	Share Range (Cost of Services Provided to Date relative to Revenue Services/Capital Services Target Cost)	Provider's share percentage
Revenue Services	Less than 90%	30%
	From 90% to 100%	50%
	From 100% to 106%	50%
	Greater than 106%	0%
Capital Services	Less than 90%	30%
	From 90% to 100%	50%
	From 100% to 106%	50%
	Greater than 106%	0%

4.6 Not used

4.7 Not used

4.8 The maximum amount the *Employer* pays to the *Provider* in respect of the Mobilisation Period is £400,000

## 7 Title

7.1 The number of *Employer's* representatives for whom the *Provider* is to provide office space and facilities is 12.

## 8 Risks and Insurance

8.1 The *Provider* provides the insurance stated in the Insurance Table.

8.2 The *Employer* does not provide any of the insurances stated in the Insurance Table.

8.3 The additional *Employer's* risks are none

## 9 Disputes and Termination

9.1 The *Adjudicator nominating body* is the Institute of Civil Engineers.

9.2 The *tribunal* is the English courts.

9.3 Not used.

9.4 Not used.

9.5 Not used.

9.6 The following *dispute resolution hierarchy* applies to the resolution of any difference or dispute in accordance with clause 90.4:

Level	<i>Employer's representative</i>	<i>Contractor's representative</i>	Period for resolution
1	<i>Service Manager</i>	contract manager	No later than 5 Working Days from the date of referral to the <i>Service Manager</i> .
2	<i>Operations Board</i>		No later than 10 Working Days from the date of referral to the <i>Operations Board</i> .
3	<i>Strategic Partnering Board</i>		No later than 15 Working Days from the date of referral to the <i>Strategic Partnering</i>

			<i>Board.</i>
<b>4</b>	Assistant director having responsibility for the Services	Senior Manager/Director	No later than 10 Working Days from the date of referral to the highways head of service.
<b>5</b>	Corporate director having responsibility for the Services	Managing Director	No later than 10 Working Days from the date of referral to the Employer's corporate director having responsibility for the <i>service</i> .

## Part Two – Data provided by the *Provider*

### 1 General

1.1 The *Provider* is:

Name: Balfour Beatty Living Places Limited

Address: Pavilion B, Ashwood Park, Ashwood Way, Basingstoke, RG23 8BG

1.2 The *Provider's* Representative is:

Name: [REDACTED]

Address: Thorn Depot

1.3 Not used

1.4 The Quality Plan is in Schedule 10.

1.5 The *direct fee percentage* is [REDACTED]

1.6 The *subcontracted fee percentage* is [REDACTED] subject to the operation of clause 26.6 to clause 26.8.

1.7 The Fee Schedule is in Schedule 13.

1.8 The Managing Agent Fee is [REDACTED]

1.9 Not used

1.10 Not used

1.11 The *Provider's* representatives on the Strategic Partnering Board are:

	Designated representative	Position	Designated alternative representative	Position
Provider's representative 1	[REDACTED]	Operations Director	[REDACTED]	Managing Director
Provider's representative 2	[REDACTED]	Corporate Services Director	[REDACTED]	Work Winning Director
Provider's representative 3	[REDACTED]	Contract Manager and <i>Provider's Representative</i>	[REDACTED]	Operations Manager

1.12 The *Provider's* representatives on the Operations Board are:

	Designated representative	Position	Designated alternative representative	Position
<b>Provider's representative 1</b>		Contract Manager <i>and Provider's Representative</i>		Operations Manager
<b>Provider's representative 2</b>		Operations Manager		Network Manager
<b>Provider's representative 3</b>		Business and Commercial Manager		Design Manager

1.13 The limits of authority of the *Provider's Representative* are:

- Financial: none
- Contractual: none

1.14 Not used

1.15 Not used

1.16 Not used

1.17 For the purpose of clause 24, the *Provider's* key persons are:

Name	Job title
	Contract Manager
	Network Manager
	Business and Commercial Manager
	Operations Manager
	Design Manager
	CDM Co-ordinator