

DATED 27th January 2022

MEMORANDUM OF AGREEMENT

for

TASK ORDER PURSUANT TO:

**BUILT ENVIRONMENT PROFESSIONAL SERVICES
FRAMEWORK**

**Incorporating and amending the NEC3 PSC CONTRACT (Main Option A)
(April 2013 as amended)**

- (1) LISKEARD TOWN COUNCIL**
- (2) MWJV LIMITED**

Project title	LISKEARD CLLD
Project Reference Number	MW1074
Project Stage	Construction - Post Construction

THIS MEMORANDUM OF AGREEMENT is dated _____ 2021

Between:

- (1) **Liskeard Town Council**, whose registered office is at Liskeard Town Council, 3 West Street, Liskeard, PL14 6BW (the "**Employer**" which expression shall include its successors in title and permitted assigns); and
- (2) MWJV Limited incorporated and registered in England and Wales with company number **11537308** whose registered office is at Compass House, Truro Business Park, Truro, Cornwall, TR4 9LD (the "**Consultant**").

Background

- (A) The Employer has accessed the Framework Agreement between Cornwall Council and the Consultant pursuant to which the Consultant has agreed to carry out certain services during the period specified in the Framework Agreement in accordance with its terms.
- (B) The Employer is a Contracting Authority and wishes to procure the carrying out and completion of the Services in connection with the Project pursuant to the terms of the Framework Agreement. By this Task Order Agreement the Employer and the Consultant have agreed to be bound by the terms contained within the Contract Documents, for the purpose of facilitating the carrying out and completion of such Services.

Agreed terms

1. Definitions and Interpretation

- 1.1. Unless the context otherwise requires, the definitions and rules of interpretation in this clause apply in this Task Order.

Agreement	This Memorandum of Agreement. has the meaning given to it in the Framework Agreement.
Contracting Authority	has the meaning given to it in the Public Contracts Regulations 2015.
Contract Documents	the documents listed at Schedule 1 to this Agreement
Framework Agreement	the agreement dated 6 th February 2019 made between the Cornwall Council and the Consultant.
Project	the project detailed in Schedule 1
Services	the services detailed in Schedule 1

- 1.2. The defined terms and expressions used in this Agreement are defined in clause 1.1. Where not so defined, they shall have the same meanings ascribed in clause 1 of the Framework Agreement.
- 1.3. In this Agreement, unless the context otherwise requires:
 - 1.3.1. the headings are included for convenience only and shall not affect the interpretation of this Agreement;
 - 1.3.2. the singular includes the plural and vice versa;
 - 1.3.3. a gender includes any other gender;

- 1.3.4. a reference to a "person" includes any individual, firm, partnership (including limited liability partnership), company and any other body corporate;
 - 1.3.5. references to clauses, schedules and annexes are to the clauses, schedules and annexes of this Agreement; references to paragraphs are to paragraphs of the relevant schedule;
 - 1.3.6. a reference to a statute, statutory instrument or other subordinate legislation ("legislation") is to such legislation as amended and in force from time to time, including any legislation which re-enacts or consolidates it, with or without modification; and
 - 1.3.7. a reference to specific standards, codes of practice, guideline, rules and/or schemes shall be construed as including all amendments, modifications, supplements, re-drafts and/or substitutes thereto.
- 1.4. In the event of a conflict or discrepancy between the Contract Documents, such conflict or discrepancy shall be resolved in accordance with the priority set out at clause 2.3 of the Framework Agreement.
 - 1.5. The schedules form part of this Task Order and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the schedules.
 - 1.6. Words preceding 'include', 'includes', 'including' and 'included' shall be construed without limitation by the words which follow those words.

2. Incorporation of Terms

- 2.1. The terms of the Contract Documents are incorporated into this Agreement as if set out herein.

3. Consultant's Responsibilities

- 3.1. Without prejudice to the generality of clause 2.1, the Consultant shall provide the Services, and carry out all other duties and obligations relating to the Project, in accordance with the terms of the Contract Documents.

4. Employer's responsibilities

- 4.1. Without prejudice to the generality of clause 2.1, the Employer shall pay the Consultant for the Services, and carry out all other duties and obligations relating to the Project, in accordance with the terms of the Contract Documents.

5. Law and Jurisdiction

- 5.1. This Task Order shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English Courts to which both parties hereby submit.
- 5.2. This Agreement is binding on the Employer and its successors and assignees and the Consultant and the Consultant's successors and permitted assignees.

IN WITNESS WHEREOF the Parties have executed this Agreement/Task Order the day and year first above mentioned

**EXECUTED as a DEED by
Liskeard Town Council**
Whose Common Seal was hereunto
Affixed in the presence of

Authorised Signatory_____

Print Name_____

AND AS A DEED BY THE CONSULTANT

MWJV Limited (the *Consultant*)

Acting by two directors or by a director and its secretary

..... (name of Director)

..... (signature of Director)

and

..... (name of Director/Secretary)

..... (signature of Director/Secretary)

**SCHEDULE 1
CONTRACT DOCUMENTS**

1. This Memorandum of Agreement;
2. The Framework Agreement but excluding clauses 3, 4, 6, 7, 27, 29, 35 to 37 (inclusive), and 49 to 63 (inclusive) and the Attestation section; and

The following Contract Documents are attached to this Memorandum of Agreement:

3. Email correspondence between Steve Vinson (Liskeard Town Council) and Daniel Lowe (MWJV / WWA), email titled "RE: Liskeard CLLD ITT" dated 19th January 2022.
4. Project Brief as stated in document "CLLD Project Brief V0.1"
5. Works as highlighted in the Invitation to Tender and assumed completion date 12th September 2022 with additional 52 week defects period.
6. As quotation fee titled "MW1074 Liskeard CLLD – MWJV fee"

Project Details

Total Project cost – TBC – Previous Feasibility Estimate £681,500 (January 2022)

MWJV Duties

To deliver works in line with project brief highlighted above.

MWJV Fee - £23,739.68 (exc VAT) excluding disbursements.

Email Agreement

RE: Liskeard CLLD ITT



Liskeard Town Clerk <townclerk@liskeard.gov.uk>
To Dan Lowe, James Griffin

Reply Reply All Forward

Wed 19/01/2022 15:38

Follow up. Start by 24 January 2022. Due by 24 January 2022.
Click here to download pictures. To help protect your privacy, Outlook prevented automatic download of some pictures in this message.

Hello Dan – thanks very much this all looks great. Had there been any progress with the “quote” for the work that WWA are carrying out on our behalf. It is an eligible cost, but Judith says that it needs to look like a quote notwithstanding that WWA were retained by Cornwall Council and there is an obvious time and cost saving in using WWA and of course we have had the Town Council approve the use of the Framework. One of the CDC team might ask about it at the meeting tomorrow morning.

Regards

Steve Vinson
Town Clerk
Liskeard Town Council
3 West Street
Liskeard
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CLLD Project Brief V0.1



CLLD Project Brief
V0.1.docx

MW1074 Liskeard CLLD - MWJV Fee



MW1074 Liskeard
CLLD - MWJV Fee.xlsx