



# Engineering and Construction Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

## Contract Data Forms

June 2017

(with amendments January 2019)

**Award of contract for the supply of UKRI-3213 BAS Sediment Core Laboratory Refurbishment**

Following your tender/ proposal for the supply of **UKRI-3213 BAS Sediment Core Laboratory Refurbishment** to UKRI, we are pleased to award this contract to you.

This letter ("**Award Letter**") and its Schedule(s) set out the terms of the Contract between:

1. **United Kingdom Research and Innovation**, a statutory corporation whose registered office is at Polaris House, North Star Avenue, Swindon, England, SN2 1FL ("**UKRI**"); and
2. T&B (Contractors) Ltd, Riverside House, Place Farm, Wheathampstead, St Albans AL4 8SB  
A company incorporated and registered in England, Wales and Northern Ireland with company number 01667869.

We thank you for your co-operation to date, and look forward to forging a successful working relationship resulting in a smooth and successful supply of the Goods and/or Services. Please confirm your acceptance of the award of this contract by signing and returning the enclosed copy of this letter to [laura.ross@ukri.org](mailto:laura.ross@ukri.org). Please remember to quote the reference number above in any future communications relating to this contract.

Yours faithfully,

Signed for and on behalf of **United Kingdom Research and Innovation**

Signature:

Section 40 personal information

Name:

Position:

Procurement Manager

Date:

26th September 2023

We accept the terms set out in this Award Letter and the Schedule(s).

Signed for and on behalf of **T&B (Contractors)**

Signature:

Section 40 personal information

Name:

Position:

Director

Date:

26/9/23

This agreement is made between the *Client*, the *Contractor* and the Named Suppliers.

Terms in this deed have the meanings given to them in the contract between ..... and ..... for ..... (the works).

**Background**

The *Client* and the *Contractor* have entered into a contract for the works.

The Named Suppliers have entered into contracts with the *Contractor* or a Subcontractor in connection with the works.

The *Contractor* has established a Project Bank Account to make provision for payment to the *Contractor* and the Named Suppliers.

**Agreement**

The parties to this deed agree that

- sums due to the *Contractor* and Named Suppliers and set out in the Authorisation are held in trust in the Project Bank Account by the *Contractor* for distribution to the *Contractor* and Named Suppliers in accordance with the banking arrangements applicable to the Project Bank Account,
- further Named Suppliers may be added as parties to this deed with the agreement of the *Client* and *Contractor*. The agreement of the *Client* and *Contractor* is treated as agreement by the Named Suppliers who are parties to this deed,
- this deed is subject to the law of the contract for the works,
- the benefits under this deed may not be assigned.

Executed as a deed on .....

by

..... (*Client*)

..... (*Contractor*)

.....

.....

.....

.....

(Named Suppliers)

This agreement is made between the *Client*, the *Contractor* and ..... (the Additional Supplier).

Terms in this deed have the meanings given to them in the contract between ..... and ..... for ..... (the works).

**Background**

The *Client* and the *Contractor* have entered into a contract for the works.

The Named Suppliers have entered into contracts with the *Contractor* or a Subcontractor in connection with the works.

The *Contractor* has established a Project Bank Account to make provision for payment to the *Contractor* and the Named Suppliers.

The *Client*, the *Contractor* and the Named Suppliers have entered into a deed as set out in Annex 1 (the Trust Deed), and have agreed that the Additional Supplier may join that deed.

**Agreement**

- The parties to this deed agree that
- ^ the Additional Supplier becomes a party to the Trust Deed from the date set out below,
- ^ this deed is subject to the law of the contract for the works,
- ^ the benefits under this deed may not be assigned.

Executed as a deed on .....

by

..... (Client)

..... (Contractor)

..... (Additional Supplier)

# Contract Data

## 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, the clauses for main Option A, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2019)

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X11, X16; X18, X21, Y(UK)2

The *works* are

The strip out and demolition of a selection of the labs, followed by a new fit-out with enhanced facilities for the labs at the BAS Cambridge property.

The *Client* is

Name

UK Research & Innovation

Address for communications

Polaris House  
North Star Avenue  
Swindon  
SN2 1EU

Address for electronic communications

commercial@ukri.org

The *Project Manager* is

Name

Section 40 personal information

Address for communications

Pick Everard,  
Abbotsgate House,  
Hollow Rd,  
Bury Saint Edmunds  
IP32 7FA

Address for electronic communications

Section 40 personal information

The *Supervisor* is

Name

Section 40 personal information

Address for communications

Pick Everard  
Halford House  
Charles Street  
Leicester  
LE1 1HA

Address for electronic communications

Section 40 personal information

The Scope is in

The Site Information is in

The boundaries of the site are

The language of the contract is

The law of the contract is the law of

The period for reply is  except that  
• The period for reply for  is   
• The period for reply for  is

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than

**2 The Contractor's main responsibilities**

If the Client has identified work which is set to meet a stated condition by a key date

The key dates and conditions to be met are

	condition to be met	key date
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

**3 Time**

The starting date is

The access dates are

	part of the Site	date
(1)	TBC	
(2)	TBC	
(3)	TBC	

The Contractor submits revised programmes at intervals no longer than

If the Client has decided  
The completion date for  
the whole of the works

The completion date for the whole of the works is

Taking over the works  
before the Completion  
Date

The Client is willing to take over the works before the  
Completion Date (Delete as applicable)

If no programme is  
identified in part two of  
the Contract Data

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

#### 4 Quality management

The period after the Contract Date within which the  
Contractor is to submit a quality policy statement and  
quality plan is

The period between Completion of the whole of the  
works and the defects date is

The defect correction period is  except that

• The defect correction period for  is

• The defect correction period for  is

#### 5 Payment

The currency of the contract is the

The assessment interval is

The interest rate is  % per annum (not less than 2) above the  
 rate of the  bank

If the period in which  
payments are made is  
not three weeks and  
Y(UK)2 is not used

The period within which payments are made is

## 6 Compensation events

The place where weather is to be recorded is

The *weather measurements* to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at  hours GMT

and these measurements:

The *weather measurements* are supplied by

The *weather data* are the records of past *weather measurements* for each calendar month

which were recorded at

and which are available from

Where no recorded data are available

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is  %

If there are additional compensation events

These are additional compensation events

N/A



## 8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(2)

(2)

(3)

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, 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* Providing the Works for any one event is

5,000,000

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

5,000,000

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

N/A

If the *Client* is to provide any of the insurances stated in the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against

N/A

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

If additional insurances are to be provided

The *Client* provides these additional insurances

(1) Insurance against

N/A

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

The *Contractor* provides these additional insurances

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

Minimum amount of cover is

The deductibles are

(3) Insurance against

Minimum amount of cover is

The deductibles are

### Resolving and avoiding disputes

The *tribunal* is

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

The place where arbitration is to be held is

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

If Option W1 or W2 is used | 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

[commercial@ukri.org](mailto:commercial@ukri.org)

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

If Option W3 is used

The number of members of the Dispute Avoidance Board is one/three (Delete as applicable)

The *Client's* nomination for the Dispute Avoidance Board is

Name

The Institution of Civil Engineers

Address for communications

Address for electronic communications

The Dispute Avoidance Board visit the Site at intervals no longer than

months

The *Dispute Avoidance Board nominating body* is

### X1: Price adjustment for inflation (NOT USED)

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0.	<input type="text" value="Not in use"/>	linked to the index for	<input type="text" value="Not in use"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>	non-adjustable	<input type="text"/>
1.00	<input type="text"/>		

The *base date* for indices is

Not in use

These indices are

Not in use

### X3: Multiple currencies (NOT USED)

If Option X3 is used

The *Client* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
<input type="text" value="Not in use"/>	<input type="text" value="Not in use"/>	<input type="text" value="Not in use"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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The *exchange rates* are those published in

on  (date)

**X5: Sectional Completion (NOT USED)**

If Option X5 is used      The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
(2)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
(3)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
(4)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

**X6: Bonus for early Completion (NOT USED)**

If Option X6 is used without Option X5      The bonus for the whole of the *works* is  N/A per day

If Option X6 is used with Option X5      The bonus for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input style="width: 100%;" type="text"/> N/A	<input style="width: 100%;" type="text"/> N/A
(2)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
(3)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
(4)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

The bonus for the remainder of the *works* is

**X7: Delay damages (NOT USED)**

If Option X7 is used without Option X5      Delay damages for Completion of the whole of the *works* are  per day

If Option X7 is used with Option X5      Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
(2)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
(3)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>
(4)	<input style="width: 100%;" type="text"/>	<input style="width: 100%;" type="text"/>

The delay damages for the remainder of the *works* are

**X8: Undertakings to the Client or Others (NOT USED)**

If Option X8 is used

The *undertakings*  
to *Others* are  
provided to

  

The *Subcontractor undertaking to Others* are  
works

provided to

  

The *Subcontractor undertaking to the Client* are  
works

  

**X10: Information modelling (NOT USED)**

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals providing

Information similar to the Project Information is, in respect of each claim

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

**X12: Multiparty collaboration (not used with Option X20) (NOT USED)**

If Option X12 is used

The *Promoter* is

The Schedule of Partners is in

The *Promoter's objective* is

The Partnering Information is in

**X13: Performance bond (NOT USED)**

If Option X13 is used      The amount of the performance bond is

**X14: Advanced payment to the *Contractor* (NOT USED)**

If Option X14 is used      The amount of the advanced payment is

The period after the Contract Date from which the *Contractor* repays the instalments in assessments is

The instalments are   
(either an amount or a percentage of the payment otherwise due)

Advanced payment bond      An advanced payment bond is/is not required (Delete as applicable)

**X15: The Contractor's design (NOT USED)**

If Option X15 is used The *period for retention* following Completion of the whole of the *works* or earlier termination is

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

The period following Completion of the whole of the *works* or earlier termination for which the *Contractor* maintains insurance for claims made against it arising out of its failure to use the skill and care is

**X16: Retention**

If Option X16 is used The *retention free* amount is

The *retention percentage* is  %

Retention bond The *Contractor* may/may not give the *Client* a retention bond (Delete as applicable)

**X17: Low performance damages (NOT USED)**

If Option X17 is used The amounts for low performance damages are

amount		performance level
<input type="text"/>	for	<input type="text"/>
<input type="text"/>	for	<input type="text"/>
<input type="text"/>	for	<input type="text"/>
<input type="text"/>	for	<input type="text"/>

**X18: Limitation of liability**

If Option X18 is used The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

For any one event, the *Contractor's* liability to the *Client* for loss of or damage to the *Client's* property is limited to

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with the contract, other than excluded matters, is limited to

The *end of liability date* is  years after the Completion of the whole of the *works*



**X20: Key Performance Indicators (not used with Option X12) (NOT USED)**

If Option X20 is used The *incentive schedule* for Key Performance Indicators is in

A report of performance against each Key Performance Indicator is provided at intervals of  months

**Y(UK)1: Project Bank Account (NOT USED)**

Charges made and interest paid by the *project bank* The *Contractor is/is not* to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

**Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due The period for payment is  days after the date on which payment becomes due

**Y(UK)3: The Contracts (Rights of Third Parties) Act 1999 (NOT USED)**

If Option Y(UK)3 is used	term	beneficiary
	<input type="text" value="Not used"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>
	<input type="text"/>	<input type="text"/>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	<input type="text" value="The provisions of Options Y(UK)1"/>	<input type="text" value="Named Suppliers"/>

**Z: Additional conditions of contract**

If Option Z is used The *additional conditions of contract* are

Z2, Z4, Z5, Z7, Z10, Z13, Z14, Z22, Z42, Z44

**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

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

**1 General**

The Contractor is

Name

Address for communications

Address for electronic communications

The fee percentage is  %

The working areas are

The key persons are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

## 2 The Contractor's main responsibilities

If the Contractor is to provide Scope for its design The Scope provided by the Contractor for its design is in

The site information can be found withing Specification, Appendices and PCI Pack of this Contract.

## 3 Time

If a programme is to be identified in the Contract Data The programme identified in the Contract Data is

N/A

If the Contractor is to decide the completion date for the whole of the works The completion date for the whole of the works

N/A

## 5 Payment

The activity schedule is

Attached at Appendix A

The tendered total of the Prices is

£621,669.70

## Resolving and avoiding disputes

If Option W1 or W2 is used The Senior Representatives of the Contractor are

Name(1)

Section 40 personal information

Address for communications

T&B (Contractors) Ltd,  
Riverside House,  
Place Farm,  
Wheathampstead, St Albans AL4 8SB

Address for electronic communications

Section 40 personal information

Name(2)

Section 40 personal information

Address for communications

T&B (Contractors) Ltd,  
Riverside House,  
Place Farm,  
Wheathampstead, St Albans AL4 8SB

Address for electronic communications

Section 40 personal information

If Option W3 is used and the number of members of the Dispute Avoidance Board is three

The Contractor's nomination for the Dispute Avoidance Board is

Name

Address for communications

Address for electronic communications

## X10: Information modelling

If Option X10 is used

If an *information execution plan* is to be identified in the Contract Data

The *information execution plan* identified in the Contract Data is

N/A

## Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

Not used

*named suppliers* are

Not used

## Data for the Short Schedule of Cost Components

The *people rates* are

category of person

unit

rate

category of person	unit	rate

The published list of Equipment is the edition current at the Contract Date of the list published by

The percentage for adjustment for Equipment in the published list is

 % (state plus or minus)

The rates for other Equipment are

Equipment

rate

Equipment	rate

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the Contractor are

category of person	rate

The rates for Defined Cost of design outside the Working Areas are

category of person	rate

The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are