



# Engineering and Construction Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

## Contract Data Forms

June 2017

(with amendments January 2019)

# 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, X5, X11, X16, X18, X21, Y(UK)2

The works are

Design, supply, installation, testing & commissioning of a bore hole array along with Ground Source Heat Pumps and associated works across the portion of the BGS site as stipulated in the design documents appended to this Contract. This is inclusive of civil engineering and landscape works.

The Client is

Name

UK Research & Innovation (UKRI)

Address for communications

Polaris House  
North Star Avenue  
Swindon  
SN2 1EU

Address for electronic communications

commercial@ukri.org

The Project Manager is

Name

FOIA Section 40 Personal Information

Address for communications

Pick Everard  
Halford House  
Charles St  
Leicester  
LE1 1HA

Address for electronic communications

FOIA Section 40 Personal Information

The Supervisor is

Name

FOIA Section 40 Personal Information

Address for communications

Pick Everard,  
Halford House  
Charles St  
Leicester  
LE1 1HA

Address for electronic communications

FOIA Section 40 Personal Information

The Scope is in The scope of works is represented in the drawings and specifications as per document register titled UKR037-PEV-XX-XX-SH-Z-0003\_Doc Register for tender dated 15/06/2023

The Site Information is in The site information can be found within Specification, Appendices and PCI Pack of this Contract

The *boundaries of the site are* As depicted on the red line boundary drawing contained in the tender pack. The general site location and area is within the post code NG12 5GG United Kingdom.

The *language of the contract is* English UK

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* 2 weeks except that

- The *period for reply for* N/A is N/A
- The *period for reply for* N/A is N/A

The following matters will be included in the Early Warning Register

N/A

Early warning meetings are to be held at intervals no longer than 4 weeks

## 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

	<i>condition to be met</i>	<i>key date</i>
(1)	<span style="border: 1px solid black; padding: 2px;">N/A</span>	<span style="border: 1px solid black; padding: 2px;">N/A</span>
(2)	<span style="border: 1px solid black; padding: 2px;">N/A</span>	<span style="border: 1px solid black; padding: 2px;">N/A</span>
(3)	<span style="border: 1px solid black; padding: 2px;">N/A</span>	<span style="border: 1px solid black; padding: 2px;">N/A</span>

## 3 Time

The *starting date* is 08 January 2024

The *access dates* are

	part of the Site	date
(1)	N/A	N/A
(2)	N/A	N/A
(3)	N/A	N/A

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 not** 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

Watnall, Nottinghamshire

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 12.00 hours GMT

and these measurements:

The *weather measurements* are supplied by

Met Office

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at

Watnall, Nottinghamshire

and which are available from

Met Office

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

N/A

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

N/A %

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

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

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

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
- 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
- Minimum amount of cover is
- The deductibles are
- (2) Insurance against
- Minimum amount of cover is
- The deductibles are

(3) Insurance against	N/A
Minimum amount of cover is	
The deductibles are	
The <i>Contractor</i> provides these additional insurances	
(1) Insurance against	Employers Liability
Minimum amount of cover is	£10,000,000
The deductibles are	
(2) Insurance against	Public Liability
Minimum amount of cover is	£10,000,000
The deductibles are	
(3) Insurance against	Product Liability
Minimum amount of cover is	£10,000,000
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

The Adjudicator is

Name

Address for communications

Address for electronic communications

The Adjudicator nominating body is

The Institute of Civil Engineers

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

N/A

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.

linked to the index for

0.

0.

0.

0.

0.

0.

non-adjustable

1.00

The base date for indices is

These indices are

### 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



--	--	--	--

The *exchange rates* are those published in   
on  (date)

### X5: Sectional Completion

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)	Works relating to James Hutton Building	29 March 2024
(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

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)	N/A	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 <i>works</i> is		<input style="width: 100%;" type="text"/>

### 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)	N/A	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 delay damages for the remainder of the <i>works</i> are		<input style="width: 100%;" type="text"/>

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

If Option X8 is used

The *undertakings*  
to *Others* are  
provided to

N/A

The *Subcontractor undertaking to Others* are  
works

provided to

N/A


The *Subcontractor undertaking to the Client* are  
works

N/A

**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

N/A
-----

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

N/A
-----

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

N/A
-----

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

If Option X12 is used

The *Promoter* is

N/A
-----

The Schedule of Partners is in

N/A
-----

The *Promoter's objective* is

N/A
-----

The Partnering Information is in

N/A
-----

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

If Option X13 is used	The amount of the performance bond is	<table border="1"><tr><td>N/A</td></tr></table>	N/A
N/A			

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

If Option X14 is used	The amount of the advanced payment is	<table border="1"><tr><td>N/A</td></tr></table>	N/A
N/A			

The period after the Contract Date from which the <i>Contractor</i> repays the instalments in assessments is	<table border="1"><tr><td>N/A</td></tr></table>	N/A
N/A		

The instalments are (either an amount or a percentage of the payment otherwise due)	<table border="1"><tr><td>N/A</td></tr></table>	N/A
N/A		

Advanced payment bond	An advanced payment bond <b><u>is/is not</u></b> 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" value="N/A"/>	for	<input type="text" value="N/A"/>
<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="N/A"/>	<input type="text" value="N/A"/>
	<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="N/A"/>	<input type="text" value="N/A"/>

**Z: Additional conditions of contract**

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

**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 The Scope provided by the Contractor for its design is in Scope for its design

Final design and installation of the GSHPs and retrofit of two offices' plant rooms to the new heat network, completion and hand over to client

## 3 Time

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

Q6.2 Project Programme Appendix UKRI. It is currently being amended and will be with the client, week of 20<sup>th</sup> December

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

31/05/2024

## 5 Payment

The activity schedule is

Part of the Tender return

The tendered total of the Prices is

£1,811,159.39 ex VAT

## Resolving and avoiding disputes

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

Name(1)

FOIA Section 40 Personal Information

Address for communications

8 Bede House, Tower Road, Washington, Tyne and Wear, NE37 2SH

Address for electronic communications

FOIA Section 40 Personal Information

Name(2)

FOIA Section 40 Personal Information

Address for communications

8 Bede House, Tower Road, Washington, Tyne and Wear, NE37 2SH

Address for electronic communications

FOIA 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

Stated Not Used

## 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
Project manager	Daily	[Redacted]
Project manager	Daily	[Redacted]
Design engineering resource	Daily	[Redacted]
Quantity surveyor	Daily	[Redacted]

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

The Royal Institution of Chartered Surveyors (Schedule of Basic Plant Charges).

The percentage for adjustment for Equipment in the published list is

[Redacted] % (state plus or minus)

The rates for other Equipment are

Equipment	rate
State not use	State not used

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

category of person	rate
As below	

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

Cenergist Schedule of rates for the roles involved in this programme		
Role title	Hourly rate	Day rate
Project manager	FOIA Section 43 Commercial	
Audit / analysis engineering resource - senior Level		
Design engineering resource - senior level		
Audit / analysis engineering resource		
Design engineering resource		

Quantity surveyor	FOIA Section 43 Commercial [Redacted]
Measurement and verification engineer	
Construction manager	
Commercial / procurement manager	
CDM co- ordinator	
Bid manager	
Finance manager	
Legal resource	
Director	

--