

MPF2 MPF2 MPF2

Major Projects Framework 2

NEC3 Option A or C Construction DA

The following Delivery Agreement template is drafted on the basis that the law of Scotland applies.

Introduction

NEC Engineering and Construction Contract - Options A and C

This Delivery Agreement incorporates the NEC 3rd edition engineering and construction contract April 2013 (the **NEC ECC**), including the additional public sector Z Clauses published by NEC to comply with the requirements of The Public Contracts Regulations 2015.

Any subsequent amendments to the NEC ECC shall apply to this Model Delivery Agreement, if agreed in writing by Places for People and the Contractor, but shall only be incorporated into Delivery Agreements executed after such amendments are published and their inclusion has been agreed accordingly with Places for People.

The following rules apply to the incorporation of clauses into a Delivery Agreement:

- a) The contract clauses are varied by the incorporation of option clauses, a Z clause or as otherwise agreed in writing by the *Employer* and Places for People;
- b) The option clauses defined as '**Shall apply**' in the table below will be incorporated unless otherwise agreed by the *Employer* and Places for People;
- c) The option clauses defined as '**May apply**' in the table below, may apply following agreement between the Employer and Contractor
- d) The Z clauses set out in the Delivery Agreement shall be incorporated unless otherwise agreed in writing by the Employer and Places for People.
- e) The *Employer* and *Contractor* shall indicate within the Delivery Agreement whether the clauses below shown in italics are to be incorporated.
- f) For the avoidance of doubt, Employers not wishing to use clauses specified as 'may apply', should 'strike-through' the clause reference in Contract Data Part 1, when completing Delivery Agreements.

MAIN OPTION CLAUSES**Option A: Priced contract with activity schedule****Option C: Target contract with activity schedule****SECONDARY OPTION CLAUSES AND ADDITIONAL OPTIONS**

OPTION NUMBER	OPTION TITLE	APPLICABLE?
Secondary Options		
W2	Dispute resolution procedure	Shall apply
X2	Changes in the law	
X7	Delay damages	
X15	Limitation of the Contractor's liability for his design to reasonable skill and care	
X18	Limitation of Liability	
X1	Price Adjustments for inflation	May apply
X4	Parent company guarantee	
X5	Sectional Completion	
X12	Partnering	
X13	Performance bond	
X14	Advanced payment to the Contractor	
X17	Low Performance Damages	
Option Y		
Y(UK)1	Project Bank Accounts	May apply
Y(UK)2	The Housing Grants, Construction and Regeneration Act 1996	Shall apply
Y(UK)3	Contract (Third Party(Scotland)) Act 2017	

Construction Delivery Agreement

THIS AGREEMENT is made

BETWEEN:

(1) [insert Employer details] (**the 'Employer'**)

AND

(2) Robertson[Fill in Division] of [] (**the 'Contractor'**)

for the *works* [insert headline description of the Works]

Whereas:

This Delivery Agreement is made pursuant to the Framework Agreement dated 4th April 2022 made between **PLACES FOR PEOPLE GROUP LIMITED** and the Contractor (the 'Framework Agreement') and incorporates those provisions of the Model Delivery Agreement set out in Appendix [A12] of the Framework Agreement.

IT IS AGREED as follows:-

1. **The Contractor's obligations**

The *Contractor* provides the *works* and complies with its obligations in accordance with the conditions of contract set out in the Contract Data herein.

2. **The Employer's obligations**

The *Employer* pays the amount of money and complies with its obligations in accordance with the conditions of contract set out in the Contract Data herein.

13. The documents forming part of this agreement are:

The Model Delivery Agreement

The *Contractor's []*

The *conditions of contract* NEC 3rd edition engineering and construction contract April 2013 (the **NEC ECC**), including the additional public sector Z Clauses published by NEC to comply with the requirements of The Public Contracts Regulations 2015

The *Contract Data part one* (and any appendices of schedules referred to therein)

The *Contract Data part two* (and any appendices or schedules referred to therein)

The *Works Information*

The *Activity Schedule*

The *Site Information*

IN WITNESS WHEREOF these presents consisting of this page, [Contract Data Parts One and Two, the Works Information, Activity Schedule and Site Information] are signed as follows:

SUBSCRIBED for and on behalf of []
at
on
by

Print Full Name
before this witness

Director

Print Full Name
Address

Witness

SUBSCRIBED for and on behalf of []
at
on
by

Print Full Name
before this witness

Authorised Signatory

Print Full Name
Address

Witness

¹ Clause 3 (or part thereof) should be on same page as the first signing block in order that the document is signed in accordance with Scots law)

Contract Data: Part One – Data provided by the *Employer*

The following details the Contract Data which will be provided by the *Employer* for each Delivery Agreement.

Certain defined terms and information in the Contract Data will be common to all Delivery Agreements; other information included in the Contract Data will be specific to individual Projects.

Part one - Data to be provided by the *Employer***1. General**

The *conditions of contract* are the core clauses and the clauses for main option [A/C], dispute resolution Option W2, and secondary Options X2, [X4], [X5], X7, [X12], [X13], [X14], X15, [X17], X18, [X21], [Y(UK)1], Y(UK)2 AND Y(UK)3, of the NEC3 Engineering and Construction Contract April 2013.

- The works are [insert description of the Works]

- The Employer is:

Name

Address

Telephone

E-mail address

- The *Project Manager* is

Name

Address

Telephone

E-mail address

- The *Supervisor* is

Name

Address

Telephone

E-mail address

- The *Adjudicator* is

Name

Address

Telephone

E-mail address

- The Works Information is in **[insert location]**
- The Site Information is in **[insert location]**
- The *boundaries of the site* are **identified on [insert drawing title and ref]**
- The *language of this contract* is **English**;
- The *law of the contract* is the law of **Scotland**;
- The *period for reply* is **2 weeks**;
- The *Adjudicator nominating body* is **the Royal Institution of Chartered Surveyors**.
- The *tribunal* is the **Courts of Scotland**;
- The following matters will be included in the risk register -

2. Number not used

3. **Time**

- The *starting date* is
- The *access dates* are

Part of the Site	Date
1
2
3

The *Contractor* submits revised programmes at intervals no longer than **5 weeks**.

4. **Testing and Defects**

- The *defects date* is **52 weeks** after Completion of the whole of the *works*.
- The *defect correction period* is **4 weeks for 'Routine Defects'** except that
 - The *defect correction period* for **'Serious Defects'** is **7 days**
 - The *defect correction period* for **'Emergency Defects'** is **24 hours**
 as defined by the Project Manager in accordance with Clause 42.3

5. **Payment**

- The *currency of this contract* is the pound sterling (£).
- The *assessment interval* is **monthly**
- The *interest rate* is 3% per annum above the base rate in force from time to time of the Bank of England

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 0900 hours GMT;
 - and these measurements:
- The *weather measurements* are supplied by the Meteorological Office.
 - The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at **[insert location]** and which are available from the Meteorological Office.

Where no recorded data are available:

- Assumed values for the ten year return *weather data* for each *weather measurement* for each calendar month are: does not apply

7. Number not used

8. Risks and Insurance

- The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury or to death of a person (not an employee of the *Contractor*) caused by activity in connection with this contract for any one event is £10 million on an each and every claim basis.
- The amount of 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 £10 million on an each and every claim basis.

Additional clause

- The minimum level of indemnity for insurance for claims made against him arising out of the *Contractor's* failure to use the skill and care normally used by professionals providing services similar to the Services in respect of each claim is £5 million on an each and every claim basis.

Optional statements

If the *Employer* has decided the completion date for the whole of the *works*

- The Completion Date for the whole of the *works* is **[to be agreed on a project specific basis]**.

If the *Employer* is not willing to take over the works before the Completion Date

- The *Employer* is not willing to take over the *works* before the Completion Date.
[To be agreed on a project specific basis]

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

- The *Contractor* is to submit a first programme for acceptance within **2 weeks** of the Contract Date.

If the *Employer* has identified work which has to meet a stated *condition* by a *key date*

- The *key dates and conditions* to be met are:

<i>condition</i> to be met	<i>key date</i>
1
2
3
4
5

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

- The period for payment is **14 days**.

If there are additional *Employer's* risks

- Inflation due to current market conditions (to be reviewed on a Contract by Contract basis)

If the *Employer* is to provide Plant and Materials

- The insurance against loss or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Employer* for an amount of [insert amount]

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

- The *Employer* provides these insurances from the Insurance Table
 1. Insurance against - Insurance for all existing buildings and property existing within the Site or at the sole discretion of the *Employer* he may elect to 'self-insure' such existing buildings and property and in doing so accepts all of the *Employer's* associated risks arising out of or in relation to such 'self-insurance'. In accordance with an *Employer's* decision to 'self-insure' they do not accept any additional insurance premium/cost from the *Contractor*.

Cover/indemnity is

The deductibles are

2. Insurance against

Cover/indemnity is

The deductibles are

3. Insurance against

Cover/indemnity is

The deductibles are

If additional insurances are to be provided

- The *Employer* provides these additional insurances

- Insurance against

Cover/indemnity is

The deductibles are

- Insurance against

Cover/indemnity is

The deductibles are

- Insurance against

Cover/indemnity is

The deductibles are

- The *Contractor* provides these additional insurances

1. Insurance against

Cover/indemnity is

2. Insurance against.....

Cover/indemnity is

3. Insurance against.....

Cover/indemnity is

If Option C is used

- The *Contractor's share percentages* and the *share ranges* are:

Share range.....*Contractor's share percentage*

Less than 95% 10%

95% to 100% 40%

100% to 102.5% 40%

Above 102.5% 5%

- The *Contractor* prepares forecasts of Defined Cost for the works at intervals no longer than **5 weeks**.

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. non adjustable

If Option X5 is used

- The *completion* date for each *section* of the *works* is

section	description	completion date
---------	-------------	-----------------

1

2

3

4

If Options X5 and X7 are used together

- Delay damages for each *section* of the *works* are

section	description	amount per day
1
2
3
4

Remainder of the works £ [insert amount]

If Option X7 is used (but not if Option X5 is also used)

- Delay damages for Completion of the whole of the *works* are ...£ [insert amount] per day.

If Option X12 is used

- The *Client* is
Name
Address
- The *Client's objective* is
- The Partnering Information is in

If Option X13 is used

- The amount of the performance bond is a sum equal to **10%** of the Defined Cost.

If Option X14 is used

- The amount of the advanced payment is
- The *Contractor* repays the instalments in assessments starting not less than..... weeks after the Contract Date.
- The instalments are (either an amount or a percentage of the payment otherwise due)
- An advanced payment bond is/is not required [deleted as applicable]

If Option X17 is used

- The amount for low performance damages are

<i>amount</i>	<i>performance level</i>
...	for ...
...	for ...
...	for ...
...	for ...

If Option X18 is used

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to:
 - £[]
- For any one event, the *Contractor's* liability to the *Employer* for loss or damage to the *Employer's* property is limited to to the higher of:
 - £ or
- The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to to the higher of
 - £ or
- The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to to the higher of:
 - £ or

- The end of liability date is 12 years after Completion of the whole of the works
- **If Option Y(UK)1 is used and the Employer is to pay any charges made and is paid any interest paid by the *project bank***
 - The *Employer* is to pay any charges made and is paid any interest paid by the *project bank*.

If Options Y(UK)3 is used

- Term person or organisation

If Options Y(UK)1 and Y(UK)3 are both used

- Term person or organisation
The provisions of Option Y(UK)1 Named Suppliers

Option Z**1.** The additional Conditions of Contract are

- 11.2(31) Insert new definition:
- “Fire Safety Strategy’ means the specifications and drawings setting out the detailed design for the works and specifying all systems, methods, products and materials to be used in the construction and delivery of the external walls of the works including for the avoidance of doubt the insulation materials, cladding materials, methods of fixing cavity barriers and other fire protection measures as comprised in the documents which the Contract Data states it is in.”
- 11.2 (27) Delete and replace with:
- The Price for Work Done to Date is the total of the Prices for
- the percentage of the work which the *Contractor* has completed in the activity schedule Completed work is work without Defects which would either delay or be covered by immediately following work
- 11.2 (34) Insert a new definition:
- ‘Framework Agreement’ is the framework agreement between **PLACES FOR PEOPLE GROUP LIMITED** and the *Contractor* dated 4th April 2022
- 11.2 (36) Insert a new definition:
- Pool Re Arrangement – Terrorism Insurance purchased through Pool Reinsurance Company Limited as expressed in the ABI standard wording.
- 11.2(17) Fire Safety Strategy means the specifications and drawings setting out the detailed design for the *works* and specifying all systems, methods, products and materials to be used in the construction and delivery of the external walls of the *works* including for the avoidance of doubt the insulation materials, cladding materials, methods of fixing cavity barriers and other fire protection measures as comprised in the documents which the Contract Data states it is in.”
- 11.2 (40) Amend as follows:
- After “lump sum prices for each of the activities on the Activity Schedule” insert “and the amounts for any Provisional Sums included on the Activity Schedule”
- 11.2(41) Insert a new definition
- ‘Provisional Sum’ means a sum designated as such and included in the contract as either:
- 1) a specific contingency which may be wholly or partially used or exceeded or not used on the instruction of the Project Manager or,
 - 2) an allowance for defined work included in the contract to be wholly or partially used or exceeded or not used on the instruction of the Project Manager.
- The description of the Provisional Sum shall identify which of the above categories it constitutes. An instruction by the Project Manager to implement or omit work included in a Provisional Sum shall constitute a compensation event.
- Quotations for work included as Provisional Sum are in accordance with the procedures for compensation events in the conditions of contract and the procedures in the Works Information.”
- All provisional sums currently stated within this Contract are Defined Provisional Sums.
- 11.2 (42) Insert a new clause:

“Specified Perils” are fire, lighting, explosion, storm, flood, escape of water from any tank, apparatus or pipe, earthquake, aircraft, and any other aerial devices or articles dropped there from, riot and civil commotion, but excluding any such event stated as an *Employer’s* risk.

11.2(43) Public Health Emergency such as the occurrence of a "public health emergency", such as coronavirus disease (COVID-19), or any other disease variant caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) virus

11.2(44) Russian Federation’s attack on Ukraine and other wars in violation of international law

11.2(45) "Implications of the constraints upon the availability of **KEY** Equipment and/or Plant and Materials to be provided by the *Contractor*

2 **The Contractor’s main responsibilities**

20.6 Insert a new clause 20.6:

‘In executing this contract, the *Contractor* accepts that all obligations and duties owed by it, acting as:

- the ‘*Consultant*’ in the provision of the Services under a preceding design Delivery Agreement; and/or
- the ‘*Contractor*’ in the provision of the Works under a preceding enabling works Delivery Agreement,

are deemed to be obligations and duties owed by the *Contractor* under this contract.

All and any of the *Contractor’s* duties and obligations under such previous Delivery Agreements shall determine and cease to have any effect.

Any payments made by an ‘*Employer*’ under such previous Delivery Agreements shall be treated as payments on account, pursuant to this contract.’

21.4 Insert new clause 21.4

‘Notwithstanding any contrary provision in the Contract or any documents forming part of the Contract it is hereby expressly agreed and acknowledged that: -

- a) no fitness for purpose warranty is either given or implied, whether under statute or otherwise, in relation to the works to be delivered under this Contract and/or method, system, design, products and materials provided by the Contractor, and
- b) the Contractor in designing the Works shall exercise reasonable skill and care and shall have the like liability to the Employer, whether under statute, this contract or otherwise, as would an architect or, as the case may be, any other appropriate professional designer holding himself out as competent to take on such work for such design and material selection who, acting independently under a separate contract with the Employer, has supplied such design for or in connection with the works to be carried out by a building contractor who is not the supplier of the design.’

5 **Payment**

50,2 At the end of the first bullet point, insert “plus amounts in respect of unfixed materials on site,”

6 **Compensation event**

60.1 (20) add the following:

“An instruction by the Project Manager to implement or omit work included in a Provisional Sum or Defined Provisional Sum.”

60.1 (21) Insert a new clause:

a) Any event listed in Clause 60.1 which is consequent upon or necessitated by omission, default, breach of contract or breach of statutory duty of the *Contractor*, his servants or agents or any Subcontractor or supplier or their respective servants or agents (“Contractor Act”) shall be a compensation event only if the Contractor Act arises as a result of one or more Specified Perils which are covered by the insurance provided by the *Contractor* in respect of loss of or damage to the works, Plant and Material and loss of or damage to Equipment;

60.1 (22) Insert a new clause:

Public Health Emergency such as the occurrence of a "public health emergency", such as coronavirus disease (COVID-19), or any other disease variant caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) virus and/or any the implementation of public health measures in connection with the outbreak, directly affecting the execution of the Works, including but not limited to:

- shortages of labour or supervision as a result of preventative measures to alleviate the outbreak spreading and/or due to infection, or potential infection, and the resulting quarantine, or self-isolation or similar, required; or
- shortages of plant or materials due to delays in their manufacture, importation or transportation; or
- site closure, or restricted access or amended working methods as a result of measures to contain the outbreak; or
- the exercise by the Scottish or United Kingdom Government of any statutory power.

shall be a Compensation Event and the total of the Prices and *completion date* shall be subject to adjustment.

60.1 (24) Insert a new Clause:

"Constraints upon the availability of Equipment and/or Plant and Materials to be provided by the *Contractor* which the *Contractor* has taken all reasonable steps to avoid or mitigate and which prevents the Contractor taking delivery of the aforementioned

60.1(25) Insert a new Clause:

“Implications of the Russian Federation’s attack on Ukraine and other wars in violation of international law including but not limited to the availability of Equipment and/or Plant and Equipment.

63.1 Add the following after the second paragraph:

Delete the full stop after “the resulting Fee” and replace it with a semi colon

Insert the following immediately before the last sentence.;

“except that for a compensation event to implement or omit work included in a Provisional Sum, the amount included in the Provisional Sum for the work is deducted from the total of the Prices and the Prices are then changed by the effect upon

- the actual Defined Cost of the work already done

- the forecast Defined Cost of the work not yet done and
- the resulting Fee

to implement or omit as relevant the work included in the Provisional Sum.”

8 Risks and insurance

80.1 *Add at the end of this clause:*

- *Terrorism to the extent not insured under the Pool Re Arrangement;*
- *Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds’.*

Insert new OPTION X21: CIC BIM PROTOCOL (*only applies when BIM is required*)

X21.1 In this Option, the Protocol is the CIC Building Information Modelling Protocol, first edition 2013. Terms used in this clause are those defined in the Protocol.

X21.2 Clauses 1, 2, 5, 6, 7 of the Protocol are *additional conditions of contract*. Clauses 3 and 4 and Appendices 1 and 2 of the Protocol are Works Information.

X21.3 The following are compensation events.

- The *Contractor* encounters an event which is outside his reasonable control and which prevents him from carrying out the work specified in clause 4.1.2 of the Protocol.
- The *Employer* revokes a licence granted under clause 6.6 of the Protocol.
-

OPTION Y(UK) 3: THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Delete the existing wording for this Option, rename as The Contract (Third Party Rights) (Scotland) Act 2017 and insert:

Y3.1 A person who is not a party to this contract shall have no rights under the Contract (Third Party Rights) (Scotland) Act 2017 to enforce any term of this contract unless it is stated expressly in the Contract Data that an identified third party may enforce such rights and those rights are identified.

Y3.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

SCHEDULE OF COST COMPONENTS (*applies to Option C Delivery Agreements only*)

13(j) Add at the end ‘(but excluding any sums necessary to top up a pension fund)’.

43(j) Add a new item:

‘the cost of the Performance Bond provided under Option X13’.

44 Delete from (a) onwards and replace with

(a) catering. Includes tea, coffee, water, biscuits, sandwiches and other drinks for Employer/contractor meetings. Includes microwave, kettle, cutlery, refrigerator and other domestic appliances.

(b) medical facilities and first aid. Includes for compliance with all H&S requirements, (for example medical first aid box and eye wash).

(c) recreation.

(d) sanitation. Includes for compliance with all H&S requirements, all cleaning equipment, materials and consumables (brushes, mops, disinfectant, toilet rolls, tea towels, soap, hand wash, refuse sacks, dusters, bleach), servicing chemical toilets if provided.

(e) security. Includes the following to the site compound only: fencing/hoardings, gates, floodlights and cabin alarms.

(f) copying.

(g) telephone, telex, fax, radio and cabin/compound CCTV. Includes for telephone, fax and ISDN/broadband lines and line rental to the temporary site establishment and any mobile phones. CCTV to the site compound shall be at the Contractor's discretion (no adjustment shall be made to the Contractor's Fee if CCTV is not provided).

(h) surveying and setting out. Includes provision of appropriate survey and setting out equipment; charges for weather surveys to determine *weather measurements* in accordance with the NEC contract; provision of digital camera(s) for use on site.

(i) computing. Includes for any contractor's computer hardware and software, laptops, printers and all computer infrastructure and networking costs.

(j) hand tools not powered by compressed air. Includes any tools hired, bought or brought by the Contractor for the purposes of setting up the temporary site establishment..

SHORTER SCHEDULE OF COST COMPONENTS

11 Add at the end of clause 11 '(but excluding any sums necessary to top up a pension fund)'.

41 Delete Clause 41 from 'to cover the cost of' replace with:

Payments for the provision of

- catering. Includes tea, coffee, water, biscuits, sandwiches and other drinks for Employer/contractor meetings. Includes microwave, kettle, cutlery, refrigerator and other domestic appliances.
- medical facilities and first aid. Includes for compliance with all H&S requirements, (for example medical first aid box and eye wash).
- recreation.
- sanitation. Includes for compliance with all H&S requirements, all cleaning equipment, materials and consumables (brushes, mops, disinfectant, toilet rolls, tea towels, soap, hand wash, refuse sacks, dusters, bleach), servicing chemical toilets if provided.
- security. Includes the following to the site compound only: fencing/hoardings, gates, floodlights, cabin alarms.

- copying.
- telephone, telex, fax, radio and cabin/compound CCTV. Includes for telephone, fax and ISDN/broadband lines and line rental to the temporary site establishment and any mobile phones. CCTV to the site compound shall be at the Contractor's discretion (no adjustment shall be made to the Contractor's Fee if CCTV is not provided).
- surveying and setting out. Includes for a site level and staff for cross check of setting out, weather surveys to determine *weather measurements* in accordance with the NEC contract, digital camera for use on site.
- computing. Includes for any contractors computer hardware and software, laptops, printers and all computer infrastructure and networking costs.
- hand tools not powered by compressed air. Includes any tools hired, bought or brought by the Contractor for the purposes of setting up the temporary site establishment.

Add the following new Shorter Schedule of Cost Components items

- '46 'the cost of the Performance Bond provided under Option X13'
- '47 Payments for the provision and use in the Working Areas of water, gas and electricity'
- '48 Payments for buying or leasing land, compensation for loss of crops or buildings, royalties, inspection certificates, charges for access to the Working Areas, facilities for visits to the Working Areas by Others'

Contract Data: Part Two – Data provided by the *Contractor*

The following details the Contract Data which will be provided by the *Contractor* for each Delivery Agreement.

Certain defined terms and information in the Contract Data will be common to all Delivery Agreements other information included in the Contract Data will be specific to individual Projects.

Part two - Data provided by the *Contractor*

Statements given in all contracts

- The *Contractor* is:

The Works are to be delivered by Local Construction Office

Address

[Insert LCO details be agreed on a project specific basis]

Telephone

E-mail address

- The *direct fee percentage* is **1%**
- The *subcontracted fee percentage* is **3.6%**
- The *working areas* are the Site and

The key people are:

(1) Name

Job

Responsibilities

Qualifications

Experience

(2) Name

Job

Responsibilities

Qualifications

Experience

- The following matters will be included in the Risk Register

Optional statements

If the *Contractor* is to provide Works Information for his design

The Works Information for the *Contractor's* design is in [**insert location**].

If a programme is to be identified in the Contract Data

- The programme identified in the Contract Data is [**insert location**]

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

- The completion date for the whole of the works is [**insert date**]

If Option A or C is used

- The Activity Schedule is [**insert location**]

If Option A or C is used

- The tendered total of the Prices is £[**insert amount**] [insert amount in words]

If Option Y(UK)1 is used

- The *project bank* is
- *named suppliers* are

Data for the Shorter Schedule of Cost Components (Options A or C)

- The percentage for people overheads is **100%**
- The published list of Equipment is the ~~last edition of the~~ list published by the Civil Engineering Contractors Association (CECA) Schedules of Dayworks carried out Incidental to Contract Work 2011
- The percentage for adjustment for Equipment in the published list is **-70%**
- The rates for other Equipment are

Equipment	size or capacity	rate
.....

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

category of employee	hourly rate
----------------------	-------------

[as set out in the Commercial Model]

- The percentage for design overheads is **10%**
- The categories of design employees whose travelling expenses to and from the Working Areas included in Defined Cost are

[as set out in the Commercial Model]

Data for Schedule of Cost Components (*only applies to Option C Delivery Agreements*)

- The listed items of Equipment purchased for work on this contract, with an on cost charge are

Equipment	time-related charge	per time period
.....
.....
.....
.....

- The rates for special Equipment are

Equipment	size or capacity	rate
.....
.....
.....
.....

The percentage for Working Area overheads is %

- The hourly rates for Defined Cost of manufacture and fabrication outside the Working Areas are

category of employee	hourly rate
.....
.....

.....

.....

.....

.....

- The percentage for manufacture and fabrication overheads is %

Data for both schedules of cost components

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

category of employee	hourly rate
----------------------	-------------

[as set out in the Commercial Model]

The percentage for design overheads is **10 %**

- The categories of design employees whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside of the Working Areas are

[as set out in the Commercial Model]

Data for the Shorter Schedule of Cost Components

- The percentage for people overheads is **100%**

The published list of Equipment is the last edition of the list published by list published by the Civil Engineering Contractors Association (CECA) Schedules of Dayworks carried out Incidental to Contract Work 2011

The percentage for adjustment for Equipment in the published list is **-70%**

- The rates for other Equipment are

Equipment	size or capacity	rate
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Listed below are various optional Appendix headings to be selected /added to on a project by project basis

(Project Title)

Contract Documentation

Construction Delivery Agreement

Contract Data: Part One

Option Z Clauses – The additional Conditions of Contract

Contract Data: Part Two

Appendix Part I

Works Information

- a) Employers Works Information
- b) Contractors Works Information

Appendix Part II

Site Investigation

Appendix Part iii

Site Boundaries

Appendix Part iv

Activity Schedule

Appendix Part v

Contract Programme

Appendix Part vi

Parent Company Guarantee

Appendix Part vii

Performance Bond

Appendix Part viii

Various Warranties

Appendix Part ix

Project Band Account with Joining Deed and Trust Deed

Appendix Part x

Vesting Agreement



Kevin Stewart
Framework Manager

M 07447 849 470

E k.stewart@robertson.co.uk

Robertson House
Castle Business Park, Stirling, FK9 4TZ

Contact us on 0845 266 7629
www.procurementhub.co.uk

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Procurement Hub
Part of Places for People
Group Support Centre, 4 The Pavilions,
Preston, PR2 2YB