

# MPF2 MPF2 MPF2

Major Projects Framework 2

# NEC4 Option C Construction DA



PROCUREMENT



## Introduction

### NEC Engineering and Construction Contract - Options C

This Delivery Agreement incorporates the NEC 4<sup>th</sup> edition engineering and construction contract June 2017 (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 C: Priced contract with activity schedule**

**SECONDARY OPTION CLAUSES AND ADDITIONAL OPTIONS**

OPTION NUMBER	OPTION TITLE	APPLICABLE?
<b>Secondary Options</b>		
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	
X20	Key Performance Indicators	May apply
X1	Price Adjustments for inflation	May apply
X5	Sectional Completion	
X8	Undertaking to the Client or others	
X13	Performance bond	
X14	Advanced payment to the Contractor	
X17	Low Performance Damages	
<b>Option Y</b>		
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 4<sup>th</sup> April 2022 made between **PLACES FOR PEOPLE GROUP LIMITED** and the Contractor (the ‘Framework Agreement’) and incorporates those provisions 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 4th edition engineering and construction contract April 2017 (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 [Robertson (fill in name of Division) ]  
at  
on  
by

\_\_\_\_\_  
Print Full Name  
before this witness

\_\_\_\_\_  
Authorised Signatory

\_\_\_\_\_  
Print Full Name  
Address  
\_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
<sup>1</sup> 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 *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 C, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017

Option for resolving and avoiding disputes

Secondary Options

The *works* are

The *Client* is

Name

Address for communications

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Supervisor* is

Name

Address for communications

Address for electronic communications

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

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

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the the *works* at intervals no longer than

### 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

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

Taking over the *works* before the Completion Date The *Client* **is/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

52 weeks after the Completion of the whole of the works.

The *defect correction period* is  4 weeks except that

• The *defect correction period* for  Serious is  7 days

• The *defect correction period* for  Emergency is  24 hours

### 5 Payment

The *currency of the contract* is the  GBP (£)

The *assessment interval* is

The *interest rate* is  4 % per annum (not less than 2) above the  base rate of the  Bank of England 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

14 days

The Contractor's share percentages and the share ranges are

share range		Contractor's share percentage
less than	95% %	10 %
from	95 % to 100 %	40 %
from	100 % to 102.5 %	40 %
greater than	102.5 %	5 %

The exchange rates are those published in

on

(date)

## 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

If there are additional compensation events

These are additional compensation events

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

## 8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

- (1) 

Any change to the Fire Safety Strategy after the Contract Date required as a result of any direction, interpretation or requirement of any statutory body or relevant third party, including but not limited to any local authority building control or approved inspector and which affects the execution of the works shall be a *Client's* risk.
- (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

Ten Million Pounds  
(£10,000,000)

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

Ten Million Pounds  
(£10,000,000)

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

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	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(3) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>

If additional insurances are to be provided

The *Client* provides these additional insurances

(1) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(2) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(3) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>

The *Contractor* provides these additional insurances

(1) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(2) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(3) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>

## Resolving and avoiding disputes

	The <i>tribunal</i> is	<input type="text"/>
If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	<input type="text"/>
	The place where arbitration is to be held is	<input type="text"/>

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

If Option W3 is used

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

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

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

Name

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

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.			
0.		non-adjustable	
1.00			

The *base date* for indices is

These indices are

## 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)		
(2)		
(3)		
(4)		

## X6: Bonus for early Completion

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)		
(2)		
(3)		
(4)		

The bonus for the remainder of the *works* is

## X7: Delay damages

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 type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>
The delay damages for the remainder of the <i>works</i> are		<input type="text"/>

## X8: Undertakings to the *Client* or *Others*

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

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)

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

If Option X13 is used

The amount of the performance bond is

## X14: Advanced payment to the *Contractor*

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

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

### X17: Low performance damages

If Option X17 is used

The amounts for low performance damages are

amount

performance level

for

for

for

for

### 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)

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

## X22: Early *Contractor* involvement (only used with Options C and E)

If Option X22 is used	The Budget is		
	Item	description	amount
	(1)	<input type="text"/>	<input type="text"/>
	(2)	<input type="text"/>	<input type="text"/>
	(3)	<input type="text"/>	<input type="text"/>
	(4)	<input type="text"/>	<input type="text"/>

The *Contractor* prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than

The *Contractor* prepares forecasts of the total Project Cost at intervals no longer than than

If there are additional events which could change the Budget

These are additional events which could change the Budget

(1)

(2)

(3)

The *budget incentive* is  % of the saving

## Y(UK)1: Project Bank Account

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  14 days after the date on which payment becomes due

**Y(UK)3: The Contracts (Rights of Third Parties) Act 1999**

If Option Y(UK)3 is used

term

*beneficiary*



If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3

<i>term</i>	<i>beneficiary</i>
The provisions of Options Y(UK)1	Named Suppliers

**Z: Additional conditions of contract**

If Option Z is used

The *additional conditions of contract* are

11.2(3)	<p>Insert new definition:</p> <p>“‘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.”</p>
11.2 (34)	<p>Insert a new definition:</p> <p>‘Framework Agreement’ is the framework agreement between <b>PLACES FOR PEOPLE GROUP LIMITED</b> and the <i>Contractor</i> dated 4<sup>th</sup> April 2022</p>
11.2 (36)	<p>Insert a new definition:</p> <p>Pool Re Arrangement – Terrorism Insurance purchased through Pool Reinsurance Company Limited as expressed in the ABI standard wording.</p>
11.2 (32)	<p>Amend as follows:</p> <p>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”</p>
11.2(41)	<p>Insert a new definition</p> <p>‘Provisional Sum’ means a sum designated as such and included in the contract as either:</p> <ol style="list-style-type: none"> <li>1) a specific contingency which may be wholly or partially used or exceeded or not used on the instruction of the Project Manager or,</li> <li>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.</li> </ol> <p>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</p>

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.

## **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**

50.3 At the end of the first bullet point, insert "plus amounts in respect of unfixed materials on site"

**6 Compensation event**

60.1 (22) 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 (23) 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 (24) 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.

The parties agree that for compensation events arising under clause 60.1(4) where the reason for the instruction is the

resurgence of COVID-19 and/or emergence of another similar virus and/or notifiable disease resulting in the implementation of new or further public health measures in connection therewith; and/or, compensation events arising under 60.1(22), any change to the Prices is assessed in accordance with clause 63.1A.

60.1 (26)

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.

60.1(27)

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 X23: CIC BIM PROTOCOL** *(only applies when BIM is required)*

X23.1 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.

X23.2 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.

X23.3 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 u

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 weather surveys to determine w contract, digital camera for use on s
- computing. Includes for any cont printers and all computer infrastruc
- hand tools not powered by compres the Contractor for the purposes of s

**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' |



**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

Comb  
ined  
4.82

%

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

## 3 Time

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

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

## 5 Payment

The *activity schedule* is

The tendered total of the Prices is

## Resolving and avoiding disputes

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

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

If Option W3 is used      The *Contractor's* nomination for the Dispute Avoidance Board is

Name

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

**X22: Early Contractor involvement (only used with Options C and E)**

If Option X22 is used      The Stage One *key persons* are

Name (1)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>
Name (2)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>
The Pricing Information is in	<input type="text"/>

**Y(UK)1: Project Bank Account**

If Option Y(UK)1 is used      The *project bank* is

*named suppliers* are

**Data for the Schedule of Cost Components**

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

Equipment	time-related on cost charge	per time period
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

The rates for special Equipment are

Equipment	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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

category of person	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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

category of person	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

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





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