



Engineering and Construction Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

Contract Data Forms

June 2017

(with amendments January 2019)

TRUST DEED

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)

JOINING DEED

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, X4, X7, X11, X15, X16, X18, X21, Y(UK)2 and Clause Z

The works are

The Cambridge Polar Aquarium and Cool/Frozen Storage Facilities remedial works and improvements project - Controlled Environment Facility (CEF) - (Ref: UKRI-3469)

The Client is

Name

UK Research and Innovation

Address for communications

Polaris House,
North Star Avenue,
Swindon,
SN2 1EU

Address for electronic communications

NERCProcurement@ukri.org

The Project Manager is

Name

COIA Section 40 Personal Info

Address for communications

British Antarctic Survey
High Cross,
Madingley Road,
Cambridge CB3 0ET.

Address for electronic communications

COIA Section 40 Personal Information

The Supervisor is

Name

COIA Section 40 Personal Info

Address for communications

British Antarctic Survey
High Cross,
Madingley Road,
Cambridge CB3 0ET.

Address for electronic communications

COIA Section 40 Personal Information

The Scope is in

Documents listed in UKRI 4074 CEF Document List.

Documents emailed as a SharePoint link– ‘Full scope pack for UKRI 4074 (formerly 3469) July 24’

See Document register within this folder for version information

The Site Information is in

Documents listed in UKRI 4074 CEF Document List.

Documents emailed as a SharePoint link– ‘Full scope pack for UKRI 4074 (formerly 3469) July 24’

See Document register within this folder for version information

The *boundaries of the site* are

are located in file ‘CEF Project Construction site arrangements’ document.

The *language of the contract* is

English

The *law of the contract* is the law of

England and Wales

The *period for reply* is

two weeks except that

• The *period for reply* for

design submitted for acceptance is three weeks

• The *period for reply* for

N/A is N/A

The following matters will be included in the Early Warning Register

1. In the final design, specification and selection of the components there is a need to be cognizant of the identified risk from premature component failure from corrosion due to inappropriate product selection.
2. Metallic products are to be avoided where achievable to mitigate risk to animal health.
3. Clashing of services causing issues with future replacement and maintainability
4. Disturbance to running of temporary aquarium including but not limited to electrical and water supply interruption & connection to water treatment and sewage lines.

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

Four weeks

2 The Contractor’s main responsibilities

If the *Client* has identified work which is set to meet

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

a stated condition by a key date

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

T

The access dates are

	part of the Site	date
(1)	<input type="text" value="For surveying purposes"/>	<input type="text" value="03.09.2024"/>
(2)	<input type="text" value="For deliveries"/>	<input type="text" value="28.10.2024"/>
(3)	<input type="text" value="Commencement of works"/>	<input type="text" value="08.12.2024"/>

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

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

The period within which payments are made is

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

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~~

N/A

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

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

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 organization 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

UKRI,
Polaris House,
North Star Avenue,
Swindon,
SN2 1FL

Address for electronic communications

commercial@ukri.org

The Adjudicator is

Name

Address for communications

Address for electronic communications

The Adjudicator nominating body is

The Institution 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~~

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

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

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

section	description	completion date
(1)	<input type="text" value="-"/>	<input type="text" value="-"/>
(2)	<input type="text" value="-"/>	<input type="text" value="-"/>
(3)	<input type="text" value="-"/>	<input type="text" value="-"/>
(4)	<input type="text" value="-"/>	<input type="text" value="-"/>

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

section	description	amount per day
(1)	<input type="text" value="-"/>	<input type="text" value="-"/>
(2)	<input type="text" value="-"/>	<input type="text" value="-"/>
(3)	<input type="text" value="-"/>	<input type="text" value="-"/>
(4)	<input type="text" value="-"/>	<input type="text" value="-"/>
The bonus for the remainder of the works is		<input type="text" value="-"/>

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

section	description	amount per day
(1)	<input type="text" value="-"/>	<input type="text" value="-"/>
(2)	<input type="text" value="-"/>	<input type="text" value="-"/>
(3)	<input type="text" value="-"/>	<input type="text" value="-"/>
(4)	<input type="text" value="-"/>	<input type="text" value="-"/>
The delay damages for the remainder of the works are		<input type="text" value="-"/>

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

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

X17: Low performance damages

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

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

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

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 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
	<input type="text" value="-"/>	<input type="text" value="-"/>
	<input type="text" value="-"/>	<input type="text" value="-"/>
	<input type="text" value="-"/>	<input type="text" value="-"/>
	<input type="text" value="-"/>	<input type="text" value="-"/>

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

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

Parkeray Interiors Ltd

Address for communications

24 King Wiliam Street
London
EC4R 9AT

Address for electronic communications

hq@parkeray.co.uk

The *fee percentage* is

15 %

The *working areas* are

the Site as defined within the contract drawings

The *key persons* are

Name (1)

PIA Section 40 Personal Info

Job

Contracts Manager

Responsibilities

Overall project responsibility

Qualifications

Degree

Experience

8 Years working for Parkeray as a Project Manager

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

Refer to the Tender Notes and Technical Notes included with the priced activity schedule ref: UKRI3469 003 BAS Aquarium Appendix C Pricing Schedule-1.4-Tender offer refresh – 16_08_2024.xlsx

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

To develop and complete the design (RIBA stages 5 & 6) contained within Documents listed in UKRI 4074 CEF Document List.

Documents emailed as a SharePoint link- 'Full scope pack for UKRI 4074 (formerly 3469) July 24'

See Document register within this folder for version information

3 Time

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

Document ref: BAS Aquarium Programme , number C1, dated 19.08.2024

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

18.05.2025

5 Payment

The activity schedule is

Detailed activity schedule to be developed from Document ref: UKRI3469 003 BAS Aquarium Appendix C Pricing Schedule-1.4- Tender offer refresh – 16_08_2024.xlsx

The tendered total of the Prices is

£ 1,633,640.48

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

24 King William Street
London
EC4R 9AT

Address for electronic communications

FOIA Section 40 Personal Information

Name(2)

FOIA Section 40 Personal Information

Address for communications 24 King William Street
London
EC4R 9AT

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 FOIA Section 40 Personal Information

Address for communications 24 King William Street
London
EC4R 9AT

Address for electronic communications FOIA Section 40 Personal Informationk

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 applicable

named suppliers are

Not applicable

Data for the Short Schedule of Cost Components

The *people rates* are

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

-	-
-	-
-	-
-	-

~~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~~

—
