



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,X7, X11, X16; X18, X21, Y(UK)2, Z2, Z4, Z5, Z7, Z10, Z13, Z14, Z22, Z42, Z44

The works are

The strip out and demolition of a selection rooms within the kitchen space, removing gas fed appliances and replacing with electrically fed, and upgrading the remaining M&E elements.

The Client is

Name

UK Research & Innovation

Address for communications

Polaris House
North Star Avenue
Swindon
SN2 1EU

Address for electronic communications

commercial@ukri.org

The Project Manager is

Name

FOIA Section 40 Personal Information

Address for communications

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

Address for electronic communications

FOIA Section 40 Personal Information

The Supervisor is

Name

FOIA Section 40 Personal Information

Address for communications

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

Address for electronic communications

FOIA Section 40 Personal Information

The Scope is in

The scope of works is represented in the attachments

Appendix A.1 Part 1

Catering Design Drawings:

771.001.pdf

771.005.pdf

aquatechnix-tx-500bl-datasheet.pdf

aquatechnix-tx-500sl-datasheet.pdf

aquatechnix-tx-pr-30l-st-bf2-datasheet.pdf

PCI Pack Information:

PCI BAS Kitchen Refurbishment Version 4.pdf

UKRI 4098 - Appendix B Asbestos R&D Survey.pdf

Appendix A.1 Part 2

Electrical - MEP Drawings:

5022136-RDG-XX-00-D-E-0600.pdf

5022136-RDG-XX-01-D-E-0101.pdf

5022136-RDG-XX-01-D-E-0201.pdf

5022136-RDG-XX-01-D-E-0301.pdf

5022136-RDG-XX-01-D-E-0401.pdf

5022136-RDG-XX-RF-D-E-0501.pdf

5022136-RDG-XX-RF-D-E-9902.pdf

5022136-RDG-XX-XX-D-E-9901.pdf

5022136-RDG-XX-XX-T-E-0001.pdf

5022136-RDG-XX-XX-T-E-0002.pdf

5022136-RDG-XX-XX-T-E-0003.pdf

5022136-RDG-XX-XX-T-E-0010.pdf

Appendix A.1 Part 3

Architectural Design Drawings:

514A 001.pdf

514A 002.pdf

514A 003.pdf

514A 100.pdf

514A 101.pdf

514A 102.pdf

514A 110.pdf

514A 150.pdf

514A 200.pdf

514A 400.pdf

514A 500.pdf

514A 700.pdf

514A 701.pdf

514A.pdf

Specifications & Schedules:

514A.pdf

ACORN.pdf

F1 Altro.pdf

W1 Whiterock NBS Specification.pdf

Temporary Kitchen:

5594 Neil Jones, Cambridge - 19ft - ECO 3.pdf

Mobile_Hot_Hold_Cabinets.pdf

Temporary_Kitchen_Bronze.pdf

Mechanical - MEP Drawings:

5022136-RDG-XX-01-D-M-5701.pdf

5022136-RDG-XX-RF-D-M-5100.pdf

5022136-RDG-XX-XX-D-Z-0001.pdf

Plumbing - MEP Drawings:

5022136-RDG-XX-XX-D-P-5101.pdf

Specifications & Reports - MEP Drawings

5022136-BASIceBreakerCafe-Deliverables Issue Sheet.pdf

5022136-RDG-XX-XX-T-Z-9001.pdf

5022136.pdf

Structural Design Drawings:

5022136-RDG-XX-RF-D-S-0100.pdf

240326 Drawing Register.pdf

Appendix A.2 UKRI-4098 BAS Information.

UKRI 4098 - Health and Safety File Template.pdf

UKRI 4098 - Asbestos R&D Survey.pdf

UKRI 4098 - O&M Template.pdf

UKRI 4098 - Site Information.pdf

UKRI 4098 BAS Client Scope_REV1_23092024.pdf

UKRI 4098 MAXIMO Asset Template.xlsx

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

2 The Contractor's main responsibilities

than

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

The key dates and conditions to be met are

	condition to be met	key date
(1)	<input type="text" value="Handover for Completion"/>	<input type="text" value="08/04/2025"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

3 Time

The starting date is

The access dates are

	part of the Site	date
(1)	External works only e.g. set of temporary kitchen and construction compound.	09/12/24
(2)	No work to Kitchen Area	12/12/24
(3)	Access to all areas	13/12/24
(4)	Site shutdown	21/12/24 – 02/01/25
(5)		
	The Contractor submits revised programmes at intervals no longer than	4 weeks

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

The completion date for the whole of the works is 08/04/25

Taking over the works
before the Completion
Date

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

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

The period after the Contract Date within which the
Contractor is to submit a first programme for acceptance is
Not applicable.

4 Quality management

The period after the Contract Date within which the
Contractor is to submit a quality policy statement and
quality plan is 2 weeks

The period between Completion of the whole of the
works and the defects date is 52 weeks

The defect correction period is One week except that

- The defect correction period for is
- The defect correction period for is

5 Payment

The currency of the contract is the GBP Sterling

The assessment interval is 4 weeks

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

base the 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 28 days

6 Compensation events

The place where weather is to be recorded is

Cambridge, Cambridgeshire

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

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 12.00 hours GMT

and these measurements:

The *weather measurements* are supplied by

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

Not applicable.

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

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

If the *Client* is to provide Plant and Materials

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

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

The *Client* provides these insurances from the Insurance Table

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

If additional insurances are to be provided

The *Client* provides these additional insurances

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

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

The *Contractor* provides these additional insurances

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

Resolving and avoiding disputes

The *tribunal* is

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

The place where arbitration is to be held is

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

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

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

commercial@ukri.org

The *Adjudicator* is

Name

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

If Option W3 is used

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

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

Name

The Institution of Civil Engineers

Address for communications

Address for electronic communications

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

months

The *Dispute Avoidance Board nominating body* is

X1: Price adjustment for inflation (NOT USED)

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0.

Not in use

linked to the index for

Not in use

0.

0.

0.

0.

0.

0.

non-adjustable

1.00

The *base date* for indices is

Not in use

These indices are

Not in use

X3: Multiple currencies (NOT USED)

If Option X3 is used

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

total maximum payment in

items and activities

other currency the currency

Not in use

Not in use

Not in use

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

X5: Sectional Completion (NOT USED)

If Option X5 is used

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

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	<input 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"/>

X6: Bonus for early Completion (NOT USED)

If Option X6 is used without Option X5

The bonus for the whole of the *works* is

per day

If Option X6 is used with Option X5

The bonus for each *section* of the *works* is

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

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 (NOT USED)

If Option X8 is used

The *undertakings*

to *Others* are

provided to

The *Subcontractor undertaking to Others* are

works

provided to

The *Subcontractor undertaking to the Client* are

works

X10: Information modelling (NOT USED)

If Option X10 is used

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

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

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

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

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

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

If Option X12 is used

The *Promoter* is

The Schedule of Partners is in

The *Promoter's objective* is

The Partnering Information is in

X13: Performance bond (NOT USED)

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

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

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

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

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

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

X15: The Contractor's design (NOT USED)

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

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

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

X16: Retention

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

 The *retention percentage* is %

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

X17: Low performance damages (NOT USED)

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

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

X18: Limitation of liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Z: Additional conditions of contract

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

PART TWO – DATA PROVIDED BY THE CONTRACTOR

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

1 General

The Contractor is

Name

Address for communications

Address for electronic communications

The fee percentage is

The working areas are

The key persons are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

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

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

3 Time

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

Document ref: GC0069-BAS Kitchen Refurbishment-CP01

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

N/A

5 Payment

The activity schedule is

Attached at Appendix A

The tendered total of the Prices is

£668,071.12

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

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

Address for electronic communications

FOIA Section 40 Personal Information

Name(2)

FOIA Section 40 Personal Information

Address for communications

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

Address for electronic communications

FOIA Section 40 Personal Information

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

The Contractor's nomination for the Dispute Avoidance Board is

Name

Address for communications

Address for electronic communications

X10: Information modelling

If Option X10 is used

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

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

N/A

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

Not used

named suppliers are

Not used

Data for the Short Schedule of Cost Components

The *people rates* are

category of person

unit

rate

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
<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 Working 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 in Defined Cost are