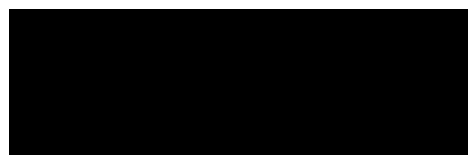




**NEC4 Engineering and  
Construction Contract  
[ECC]**

**ECC  
Option E**

*Helpston Remediation Capping*



## **Delivery Agreement** **(NEC4 engineering and construction contract)**

THIS AGREEMENT is made on 04/06/2024

BETWEEN:

[REDACTED] (statutory authority) whose office is at [REDACTED]  
[REDACTED] **the 'Client'**)

**AND**

[REDACTED] (Registered Number [REDACTED] whose registered office is at [REDACTED], an agent of [REDACTED] [REDACTED] a company incorporated under the Companies Acts (company number [REDACTED] whose registered office is at [REDACTED] (**"the Contractor"**)) for the Services of the *works* as set out in the Scope under this agreement.

Whereas:

This Agreement is made pursuant to the Framework Agreement dated **21/11/2022** made between [REDACTED] whose registered office is at [REDACTED] and the *Contractor* (the 'Framework Agreement') and incorporates those provisions of the Template Service Agreement set out in the Framework Agreement.

**IT IS AGREED** as follows: -

### **1. Definitions**

Terms and expressions defined in (or definitions referred to in) the *conditions of contract* and/or the Framework Agreement have the same meanings in this Delivery Agreement.

### **2. The Contractor's obligations**

The *Contractor* provides the *works* and services and complies with his obligations, acting as the *Contractor* in accordance with the *conditions of contract* set out in the Contract Data herein.

### **3. The Client's obligations**

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

### **4. Documents forming this Agreement**

The documents forming this Agreement are:

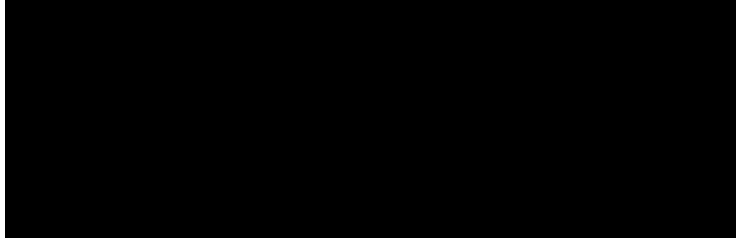
- 4.1 this Agreement;
- 4.2 the *conditions of contract* referred to in the Contract Data;
- 4.3 the completed Contract Data: Part One set out in Schedule Part 1 to this Agreement;
- 4.4 the completed Contract Data: Part Two set out in Schedule Part 2 to this Agreement

- 4.5 the Scope set out in Schedule Part 3 to this Agreement
- 4.6 the Site Information set out in Schedule Part 4 to this Agreement.
- 4.7 the Activity Schedule as set out in Schedule Part 5 to this Agreement
- 4.8 the Early Warning Register as set out in Schedule Part 6 to this Agreement
- 4.9 the programme identified in the Contract Data set out in Schedule Part 7;  
and
- 4.10 template Guarantees, Bonds and Warranties set out in Schedule Part 8 (if applicable)

EXECUTED (BUT NOT DELIVERED UNTIL THE DATE OF THIS DELIVERY AGREEMENT) BY THE  
***CUSTOMER***

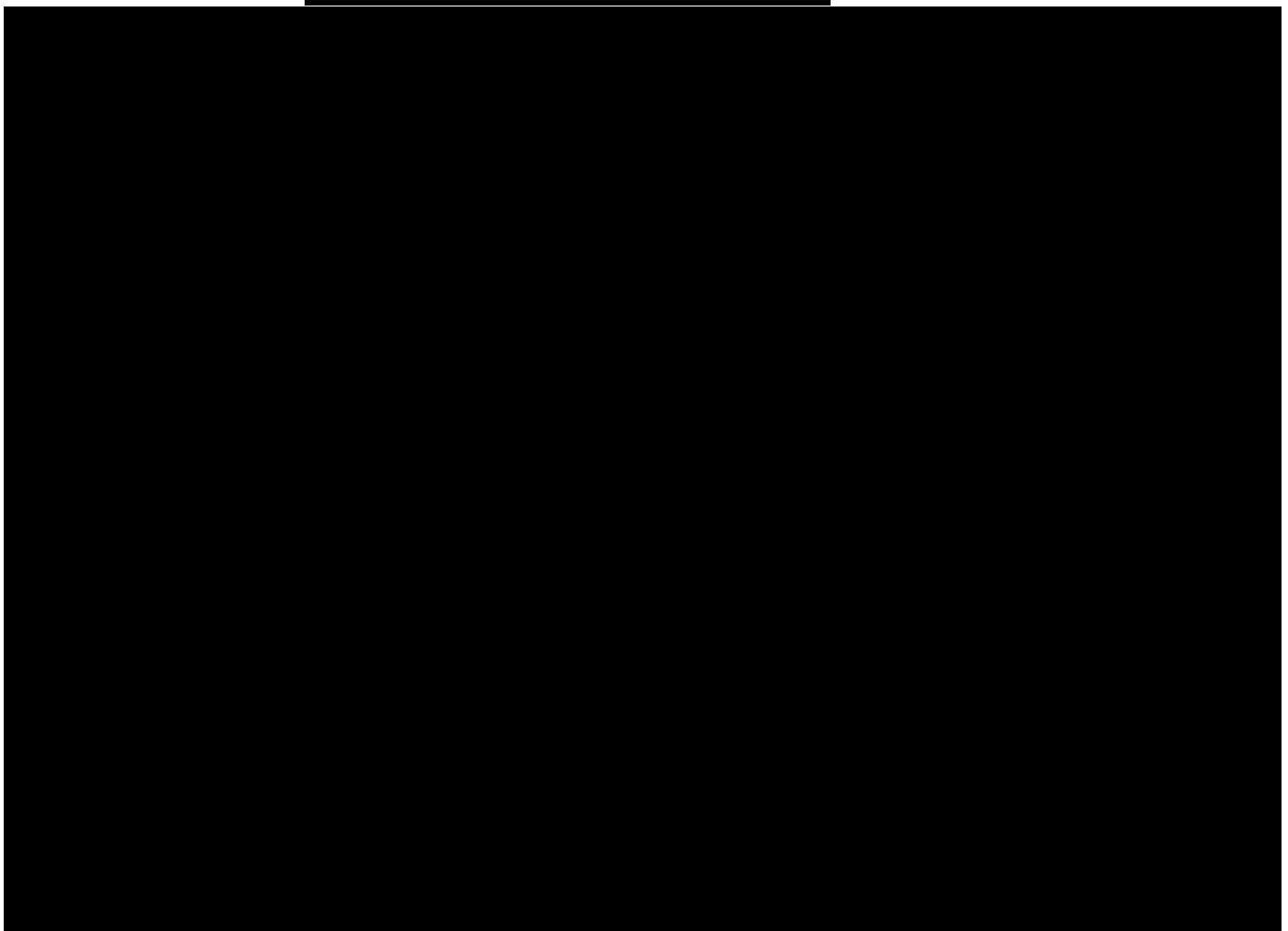
FOR AND ON BEHALF OF

Acting by one Authorised Signatory



EXECUTED (BUT NOT DELIVERED UNTIL THE DATE OF THIS DELIVERY AGREEMENT) BY THE  
***CONTRACTOR***

FOR AND ON BEHALF OF



## 1. General

The *conditions of contract* are the core Clauses and the Clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017, (with January 2019 and October 2020 amendments)

Main Option ☐ E ☒ Option for resolving and avoiding disputes ☐ W2 ☒

Secondary Options

**X2: Changes in the law**  
~~X3: (Used only with Options A & B)~~  
~~X4: Ultimate holding company guarantee~~  
~~X5: Sectional Completion~~  
**X7: Delay Damages**  
~~X8: Undertaking to the *Client* or Others~~  
~~X9: Transfer of rights~~  
~~X10: Information Modelling~~  
~~X11: Termination by the *Client*~~  
~~X12: Multiparty collaboration (not used with Option X20)~~  
~~X13: Performance Bond~~  
~~X14: Advanced payment to the *Contractor*~~  
~~X15: The *Contractor's* design~~  
~~X17: Low Performance damages~~  
**X18: Limitation of Liability**  
~~X20: Key Performance Indicators (not used with Option X12)~~  
~~X21: Whole life cost~~  
~~X22: Early *Contractor* involvement~~  
  
~~Y(UK)1: Project Bank Accounts~~  
**Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996**  
**Y(UK)3: The Contracts (Rights of Third Parties) Act 1999**  
**Z: Additional conditions of contract**

The *works* are

Provide buildability advice and undertake surveys for the Helpston Capping Remediation scheme as further described in the Scope.

**The *Client* is:**

Name

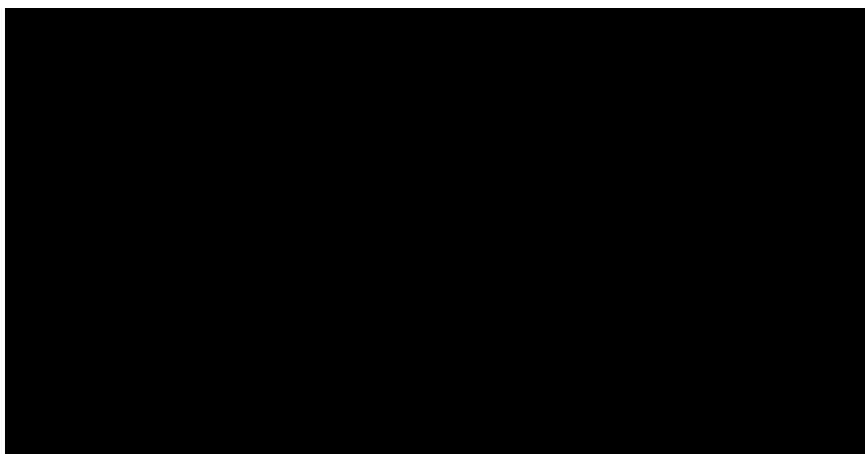
Address for communication

Telephone

Address for electronic communications

**The *Project Manager* is:**

Name



Address for communication

Telephone

Address for electronic communications

**The *Supervisor* is:**

Name

TBC

Address for communication

Telephone

Address for electronic communications

TBC

The Scope is in


**SCHEDULE 3 of this agreement**

The Method of Operation and Template Scopes of the Framework Agreement are deemed to be included in the Scope.

The Site Information is in

**SCHEDULE 4 of this agreement**

The *boundaries of the site* are

As per the red line boundary on drawing 60693565- - NA-XX-XX-C-700 Rev P1

The *language* of this contract is

English

The *law of the contract* is the law of

England and Wales

The *period for reply* is

2 weeks except that

• ~~The *period for reply* for~~

~~Click or tap here to enter text.~~

is

~~Click or tap here to enter text.~~

• ~~The *period for reply* for~~

~~Click or tap here to enter text.~~

is

~~Click or tap here to enter text.~~

Optional clause

13.9 – electronic communication

Does apply

The following matters will be included in the Early Warning Register.

- The Early Warning Register is incorporated under **SCHEDULE 6** of this agreement

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

2 weeks

**The Contractor's Main Responsibilities**

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

The *key dates* and *conditions* to be met are N/A

***Condition to be met***

(1)	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>
(2)	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click to enter a date."/>
(3)	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click to enter a date."/>
(4)	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click to enter a date."/>
(5)	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click to enter a date."/>
(6)	<input type="text" value="Click here to enter text."/>	<input type="text" value="Click to enter a date."/>

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

**4 weeks**



## 2. Time

The *starting date* is

03/06/2024

The *access dates* are

	Part of the Site	Date
(1)	TBC – following Client instruction	TBC – following Client instruction
(2)	Click here to enter text.	Click to enter a date.
(3)	Click here to enter text.	Click to enter a date.

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

30/09/2024

Taking over the *works* before the Completion Date

The *Client* ☒ 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

2 weeks

## 3. 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 the Completion of the whole of the *service* and the *defects date* is

52 weeks

The *defects correction period* is

4 weeks

except that

- The *defects correction period* for

**‘Serious Defects’** – any Defects which the *Client* reasonably considers to be serious defects or faults

is **Within seven days for receiving the** *Choose an item.* **notification**

- The *defects correction period* for

**‘Emergency Defects’** – any Defects which the *Client* reasonably considers need making good as a matter of urgency

is **Within 24 hours of receiving the** *Choose an item.* **notification**



#### 4. Payment

The *currency* of the contract is the Pound sterling

The *assessment interval* Monthly

The *interest rate* is 3 % per annum (not less than 2) above the base rate of the Bank of England bank

#### 5. Compensation Events

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 09.00 hours GMT;

and these measurements N/A

The place where weather is to be recorded is Wittering, Cambridgeshire, (Location: 52.611, -0.466)

The *weather measurements* are supplied by The Meteorological Office

The *weather data* are the records of past *weather measurements* for each calendar

Which were recorded at Wittering, Cambridgeshire, (Location: 52.611, -0.466)

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

N/A

If there are additional compensation events These are the additional compensation events

- A change to the guidance issued by the UK Government or a local authority, which affects working practices, solely due to COVID19 or any future pandemic as declared by the UK Government or a local authority, occurring after the starting date.

#### 8. Liabilities and insurance

If there are additional *Client's* liabilities These are the additional *Client's* liabilities

- (1) **Terrorism to the extent not insured under the Pool Re Arrangement. Does apply**
- (2) **Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds. Does apply**
- (3) [Click or tap here to enter text.](#)
- (4) [Click or tap here to enter text.](#)

NOTE: Site specific issues only to be addressed here as opposed to issues which could alter the risk balance of the contract.

The minimum amount of cover 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:

in the aggregate

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

in the aggregate

If the *Client* is to provide Plant and Materials

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

in the aggregate

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

The *Client* provides the following insurances from the Insurance Table

(1) Insurance against

Click here to enter text.

Minimum amount of cover  
is

Click here to enter text.

The deductibles are

Click here to enter text.

(2) Insurance against

Click here to enter text.

Minimum amount of cover  
is

Click here to enter text.

The deductibles are

Click here to enter text.

(3) Insurance against

Click here to enter text.

Minimum amount of cover  
is

Click here to enter text.

The deductibles are

Click here to enter text.

**If additional insurance are to be provided**

The *Client* provides these additional insurances

**(1) Insurance against**

N/A

**Minimum amount of cover is**

Click here to enter text.

**The deductibles are**

Click here to enter text.

**(2) Insurance against**

Click here to enter text.

**Minimum amount of cover is**

Click here to enter text.

**The deductibles are**

Click here to enter text.

**(3) Insurance against**

Click here to enter text.

**Minimum amount of cover is**

Click here to enter text.

**The deductibles are**

Click here to enter text.

The *Contractor* provides these additional insurances

**(1) Insurance against**

N/A

**Minimum amount of cover is**

Click here to enter text.

**The deductibles are**

Click here to enter text.

**(2) Insurance against**

Click here to enter text.

**Minimum amount of cover is**

Click here to enter text.

**The deductibles are**

Click here to enter text.

**(3) Insurance against**

Click here to enter text.

**Minimum amount of cover is**

Click here to enter text.

**The deductibles are**

Click here to enter text.

**Resolving and avoiding disputes**

The *tribunal* is

**The Courts of England and Wales**

**If Option W1 or 2 is used**

The *Senior Representatives* of the *Client* are

**Name (1)**

TBC

**Address for  
communications**

**Address for electronic  
communications**

TBC

**Name (2)**

Click or tap here to enter text.

**Address for  
communications**

Click or tap here to enter text.

**Address for electronic  
communications**

Click or tap here to enter text.

**Name (3)**

[no specific individual to be named  
unless agreed on a project specific  
basis]

**Address for  
communications**

Click or tap here to enter text.

**Address for electronic  
communications**

Click or tap here to enter text.

The *Adjudicator* is

Name	<input type="text" value=""/>
Address for communication	<input type="text" value=""/>
Telephone	<input type="text" value=""/>
Address for electronic communications	N/A
The <i>Adjudicator</i> nominating body is	The Institution of Civil Engineers
<b>X5 Sectional Completion</b>	

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" value="Click or tap here to enter text."/>	<input type="text" value="Click to enter date."/>
(2)	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click to enter date."/>
(3)	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click to enter date."/>
(4)	<input type="text" value="Click or tap here to enter text."/>	<input type="text" value="Click to enter date."/>



## X7 Delay Damages

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the works are

	per day, limited to
	of this contract value.

If Option X7 is used with Option X5

Delay damages for each section of the works are

	description	amount per day
(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 works are	<input type="text"/>

## X8 Undertaking to Others

If Option X8 is used

The undertakings to Others are provided to

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

The Subcontractor undertaking to Others are

works

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

provided to

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

The Subcontractor undertaking to the Client are

works

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

The forms of undertaking, including collateral warranty agreements are detailed within the Scope

## 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 Exchange Plan for acceptance is

4 weeks

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals, experienced in providing information similar to the Project Information is, in respect of each claim.

200% of this contract value in the aggregate.

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

6 years

## X12 Multiparty Collaboration

If Option X12 is used

*The Promoter is*

Click or tap here to enter text.

*The Schedule of Partners is in*

Click or tap here to enter text.

~~The Promoter's objective is~~

~~Click or tap here to enter text.~~

~~The Partnering Information is in~~

~~Click or tap here to enter text.~~

### **X13 Performance Bond**

If Option X13 is used

~~The amount of the performance bond is~~

~~Choose an item.~~

~~a sum equal to 10% of the Defined Cost.~~

### **X14 Advanced Payment**

If Option X14 is used

~~The amount of the advanced payment is~~

~~Click or tap here to enter text.~~

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

~~not less than Click here. weeks~~

~~The instalments are~~

~~Click or tap here to enter text.~~

~~(Either an amount or a percentage of the payment otherwise due)~~

Advanced payment bond

An advanced payment bond — **Choose an item.** required.

## 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

12 years

The minimum amount of insurance cover for claims made against the ~~Contractor~~ arising out of its failure to use the reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in designing works similar to the ~~works~~ is, in respect of each claim:

100% of the contract sum in the aggregate

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

**12 years** after Completion of the whole of the works

## X17 Low Performance Damages

If Option X17 is used

The amount for low performance damages are

**amount**

Click here to enter text.

for

Click here to enter text.

for

Click here to enter text.

for

**performance level**

Click here to enter text.

Click here to enter text.

Click here to enter 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 or damage to the *Client's* property is limited to

200% of this contract value, subject a maximum cap of ■ in the aggregate.

The *Contractor's* liability for Defects due to his 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 this contract, other than the excluded matters, is limited to

200% of this contract value, subject a maximum cap of ■ in the aggregate.

The end of liability date is **Six (6)** years after 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

[Click here to enter text.](#)

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

[Click here to enter text.](#)

months

## X22 Early Contractor Involvement

If Option X22 is used

The Budget is

Click here to enter text.

item	Description	amount
(1)	Click here to enter text.	Click here to enter text.
(2)	Click here to enter text.	Click here to enter text.
(3)	Click here to enter text.	Click here to enter text.
(4)	Click here to enter text.	Click here to enter text.
<b>Total</b>		Click here to enter text.

The ~~Contractor~~ prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals not longer than

Click here to enter text.

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

Click here to enter text.

If there are additional events which could change the Budget

These are additional events which could change the Budget

(1)	Click here to enter text.
(2)	Click here to enter text.
(3)	Click here to enter text.

The budget incentive is

Click here to enter text.

% of the saving

### Y(UK)1 Project Bank Account

If Option Y(UK)1 is used      The ~~Contractor~~ **Choose an item** to pay any charges made and to be paid any interest paid by the ~~project bank~~

The account holder is the ~~Contractor~~ **Choose an item**.

### Y(UK)2 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 Y(UK)3 is used	<b>term</b>	<b>beneficiary</b>
	No terms under this contract	No beneficiaries under this contract
	Click or tap here to enter text.	Click or tap here to enter text.
	Click or tap here to enter text.	Click or tap here to enter text.

If Options Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	<b>term</b>	<b>beneficiary</b>
	The provisions of Option Y(UK)1	Named Suppliers

### Z: The additional conditions of contract are:

The *additional conditions of contract* are:

As per Addendum 1a and Addendum 1b



## Addendum 1a – Framework additional conditions of contract

The *additional conditions of contract* are

### 1. General

11.2 (2) Insert a further bullet point:

- Provided, procured and executed all X8 Undertakings (Collateral Warranties) required under the contract.

11.2(26) After 'Disallowed Cost is cost which' add additional bullet points:

- is included within the Commercial Inclusions Tables of the Framework Agreement's Pricing Procedures,
- unless the *Project Manager* otherwise agrees, exceed the relevant People Rates for the applicable role and seniority stated in the Framework Commercial Model,

11.2(36) Insert a new clause 11.2(36)

Data Protection Legislation means all applicable privacy and data protection laws including:

- i. the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/68) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications as amended, replaced or updated from time to time
- ii. the UK GDPR;
- iii. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy;
- iv. the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);
- v. all applicable law about the processing of personal data and privacy; and
- vi. any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

11.2(37) Insert a new clause 11.2(37)

UK GDPR means the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as updated, superseded or repealed from time to time.

11.2(38)

Insert a new clause 11.2(38)

Data Subject has the meaning given to it in the Data Protection Legislation.

11.2(39) Insert a new clause 11.2(39)

Personal Data has the meaning given to it in the Data Protection Legislation.

11.2(40) Insert a new clause, 11.2 (40):

‘Framework Agreement’ is the framework agreement between Scape Procure Limited and the *Contractor* and terms defined in the Framework Agreement have the same meanings in the contract unless a contrary intention is apparent.’

11.2(41) Insert a new clause 11.2(41):

Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the *Contractor*.

11.2(42) Insert a new clause 11.2(42):

‘Pool Re Arrangement – Terrorism Insurance purchased through Pool Reinsurance Company Limited as expressed in the ABI standard wording.’

12.4 Insert at the end:

‘provided that clauses 23 (Convictions), 28 (Governing Law and Dispute Resolution), 29 (Statutory Requirements), 30 (Competition Law, Corrupt Gifts and Payments), 31 (Modern Slavery), 33 (Confidentiality and Freedom of Information), 35 (Intellectual Property Rights), 36 (Personal data) and 33.11 (Miscellaneous: Whistle Blowing) of the Framework Agreement shall be deemed incorporated into the contract, mutatis mutandis, as if references to ‘Scape’ were to ‘*the Client*’ and references to the ‘Agreement’ were to ‘*the contract*’.’

12.5 Insert a new clause 12.5:

A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it.

13.9 Insert a new clause 13.9:

‘The following communications shall be deemed to have no effect if made by electronic mail transmission:

- any notification of a wish to terminate the contract or the employment of the *Contractor* under it;
- any notification by the *Contractor* of his intention to suspend performance of his obligations under the contract;
- any invoking by either party of the procedures applicable under the contract to the resolution of disputes or differences
- any agreement between the parties amending the provisions of the contract’

(Z clause 13.9 may be deleted at the *Client's* sole discretion).

19A Insert a new clause 19A

**‘19A Data Protection**

19A.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. These clauses are in addition to, and does not relieve, remove or replace, each Party's obligations under the Data Protection Legislation. It is agreed that:

19A.2 Without prejudice to the generality of clause 19A.1, both Parties will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this agreement.

19A.3 Without prejudice to the generality of clause 19 A.1, the *Contractor* shall, in relation to any Personal Data processed in connection with the performance by the *Contractor* of its obligations under this agreement:

19A.3.1 process that Personal Data only on the written instructions of the *Client* and only as required for the purpose of the performance of this agreement;

19A.3.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Client*, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it):

19A.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

19A.3.4 not transfer any Personal Data outside of the UK or European Economic Area;

19A.3.5 assist the *Client*, at the *Contractor's* cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Information Commissioner, supervisory authorities or regulators;

19A.3.6 notify the *Client* without undue delay on becoming aware of a Personal Data breach;

19A.3.7 at the written direction of the *Client*, delete or return Personal Data and copies thereof to the *Client* on termination of the agreement; and

19A.3.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Client* or the *Client's* designated auditor.

19A.4 The *Client* does not consent to the *Contractor* appointing any third-party processor of Personal Data under this agreement.'

## 2. The Contractor's main responsibilities

20.5 Insert a new clause 20.5:

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

- the '*Consultant*' in the provision of Design Management or Pre-Construction Activities under a preceding Project Order or Service Agreement; and/or
- the '*Contractor*' in the provision of the *works* including Enabling Works under a preceding Project Agreement

are deemed to be obligations and duties owed by the *Contractor* under the contract and notwithstanding the actual date of the contract any breach of those obligations and duties shall be treated as a breach of the contract.

21.4 Insert a new clause 21.4

'The *Contractor*'s obligation is to exercise (and warrants that it has exercised) all the reasonable skill, care and diligence normally used by a competent and appropriately qualified professional, who is experienced in undertaking works similar to the relevant part of the *works*'

26.3 Insert new final bullet point to the final bullet points:

- the proposed subcontract is not compatible with the terms of the contract or does not comply with the *additional conditions of contract* requirements relating to subcontracting works.

26.5 Insert a new clause 26.5:

'If the *Contractor* subcontracts work, it warrants:

- there are no compulsory grounds for excluding the Subcontractor or supplier under Regulation 57 of the Public Contracts Regulations 2015
- the Subcontractor or supplier is compliant with the contract's Statutory Requirements and Modern Slavery provisions
- the Subcontractor or supplier is fully aware of its obligations under the CDM Regulations and is fully competent and are adequately resourced to meet those obligation
- subcontract documents contain such obligations necessary to ensure that the subcontract is in all respects compatible with the terms of the contract
- subcontract documents reflect the Framework Agreement's Fair Payment Standard and require Subcontractors to include the Fair Payment Standard in any subsubcontract documents if it subsubcontracts work
- that each relevant subcontract shall be executed and delivered as a deed.'

26.6 Insert a new clause, 26.6

'The *Contractor* provides the *Project Manager* with an executed copy of each subcontract (save for particulars of the Price or Prices of the subcontract, unless other provisions of the contract or the Framework Agreement oblige the *Contractor* to disclose them). Each subcontract is provided to the *Project Manager* within 14 days of its execution.'

28.1 In line 2 change 'right' to 'any rights'  
In line 3 change 'rights' to 'right'

#### 4. Quality Management

41.3 Insert at the end of the second sentence:

'and if the *Contractor* fails so to notify, the *Contractor* repeats (at its own cost) the test or inspection and gives notification as required in this clause;

44.2 After the last sentence insert:

'Where due to the non-availability of parts or materials or other circumstances beyond the *Contractor's* control it is not possible to correct any Defect within the required timescale the *Contractor* makes an appropriate temporary repair and corrects the Defect as soon as possible thereafter and the *Contractor* keeps the *Client* informed about the position from time to time and at intervals no longer than the *period for reply*.'

44.3 Delete '*Supervisor*' in line 1 and replace with '*Project Manager*'

#### 5. Payment

50.1 Delete '*Supervisor*' in the first bullet point and replace with '*Project Manager*'

50.9 Line 1: Change 'when a part of Defined Cost has been finalised' to  
'when the Defined Cost for a part of the *works* has been finalised'

Line 11: Second set of bullets, change first bullet 'accepts the cost as correct or' to  
'accepts that part of Defined Cost as correct or'

50.10 Insert a new clause 50.10:

'If the *Contractor* has not procured and submitted to the *Client* for acceptance any of the Undertakings (Collateral Warranties) required, together with a certified copy of the underlying subcontract, one quarter of the Price for Work Done to Date which relates to the services or work of the subcontractors from whom such Undertakings (Collateral Warranties) are outstanding is retained by the *Client* in assessments of the amount due to the *Contractor*.'

52.4 Add to the end of the clause 52.4 add the following:

'The *Contractor* shall provide the *Project Manager* on request with copies of original or source accounting documentation including receipts, invoices and other costs data.'

53.1 Delete '*Supervisor*' in the first bullet point and replace with '*Project Manager*'

53.3 In the first line replace the word 'contact' with  
'contract'

## 6. Compensation Events

60.1 (10) Insert at the end of this clause

'or unless it was reasonable for the *Supervisor* to instruct the *Contractor* to search, having regard to previous instances of non-compliant work in Providing the Works.'

63.2 Insert after 'rates and lump sums'

'including those contained within the Framework Commercial Model,'

63.5 Delete third paragraph and substitute

'The assessment takes into account

- any delay caused by the compensation event already in the Accepted Programme and
- events which have happened between the date of the Accepted Programme and the dividing date.'

## 8. Liabilities and Insurance

84.1 after the first sentence, insert:

'After the *defects date* and on renewal of the insurance policy until the end of the periods stated in the Contract Data for which insurance is to be maintained, the *Contractor* submits to the *Client* for acceptance certificates which state that the insurance required by the contract is in force.'

At the end of the clause add:

'The *Client*'s acceptance of an insurance certificate provided by the *Contractor* does not change the responsibility of the *Contractor* to provide the insurances stated in the Contract Data.'

## 9. Termination

90.2 Termination table, change procedure against the *Client* R17 or R20 to 'P1 and P4'

Insert the following new section:



**91.9 The Public Contracts Regulations 2015**

91.9 The *Client* may terminate the *Contractor's* obligation to Provide the Works if any of the provisions of Regulation 73(1) of The Public Contracts Regulations 2015 apply.

If the *Client* terminates under the provisions of Regulation 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Contractor* at the Contract Date, the procedures and amounts due on termination are the same as if the *Contractor* has substantially failed to comply with his obligations (R11)

If the *Client* otherwise terminates under the provisions of 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Parties had been released under the law from further performance of the whole of the contract. (R17)

**OPTION W2**

W2.1(1) Add the following at the end of the clause:

'A Party may replace a *Senior Representative* after notifying the other Party of the name of the replacement'

**OPTION X7 Delay Damages**

X7.1 This clause is deleted and replaced by the following.

The *Contractor* pays delay damages at the rate stated in the Contract Data for each day from the Completion Date until the earlier of

- Completion
- The date on which the *Client* takes over the *works* and
- The date on which the *Project Manager* issues a termination certificate

## OPTION X10      Multiparty Collaboration

- X10.7 (1) the first bullet is replaced with the following:  
“a fault in the Information Model not caused by a Defect in the Project Information.”
- X10.7 (2) delete ‘skill and care normally used by professionals’ and add the following:  
‘reasonable skill, care and diligence normally used by competent and appropriately qualified professionals, experienced in’
- In the first line the words  
“fault or error”  
Are replaced with  
“Defect”
- X10.7 (3) delete ‘skill and care normally used by professionals’ and add the following:  
‘reasonable skill, care and diligence normally used by competent and appropriately qualified professionals, experienced in’

### OPTION X15 The Contractor's Design

- ~~X15.1 delete the words ‘skill and care normally used by professionals’ and replace with:~~
- ~~‘reasonable skill, care and diligence to be expected of competent and appropriately qualified professionals experienced in’~~
- ~~X15.5 delete the words ‘skill and care normally used by professionals’ and replace with:~~
- ~~‘reasonable skill, care and diligence to be expected of competent and appropriately qualified professionals experienced in’~~
- ~~X15.6 Add a new clause~~
- ~~‘Before the starting date and on each renewal of the insurance policy until the defects date, the *Contractor* submits to the *Project Manager* for acceptance a certificate which states that the insurance required by this clause is in force.~~
- ~~After the *defects date* and on each renewal of the insurance policy until the end of the period stated in the Contract Data for which insurance is to be maintained, the *Contractor* submits to the *Client* for acceptance a certificate which states that the insurance required by this clause is in force. The certificate is signed by the *Contractor’s* insurer or insurance broker.~~
- ~~The *Project Manager* or the *Client* accepts the certificate if the insurance complies with this clause and if the insurer’s commercial position is strong enough to carry the insured liability. The *Client’s* acceptance of an insurance certificate provided by the *Contractor* does not change the responsibility of the *Contractor* to provide the insurance stated in this clause.’~~

## OPTION X18    Limitation of liability

X18.5            delete final bullet

Delete X22 and replace with

## OPTION X22    ~~Early Contractor Involvement~~

### Identified and defined terms

- ~~X22.1 (1)            The Access Dates are the access dates unless otherwise changed in accordance with the contract.~~
- ~~(2)            Budget is the items and amounts stated in the Contract Data unless the amounts are later changed in accordance with the contract.~~
- ~~(3)            Project Cost is the total paid by the *Client* to the *Contractor* and Others for the items included in the Budget.~~
- ~~(4)            Stage One and Stage Two have the meanings given to them in the Scope.~~
- ~~(5)            Pricing Information is information which specifies how the *Contractor* prepares its assessment of the Prices for Stage Two, and is in the document which the Contract Data states it is in.~~

### Forecasts

- ~~X22.2 (1)            The *Contractor* provides detailed forecasts of the total Defined Cost of the work to be done in Stage One for acceptance by the *Project Manager*. Forecasts are prepared at the intervals stated in the Contract Data from the starting date until the issue of a notice to proceed to Stage Two.~~
- ~~(2)            Within one week of the *Contractor* submitting a forecast for acceptance, the *Project Manager* either accepts the forecast or notifies the *Contractor* of his reasons for not accepting it. A reason for not accepting the forecast is that:~~
- ~~• it does not comply with the Scope or~~
  - ~~• it includes work which is not necessary for Stage One.~~
- ~~(3)            The *Contractor* makes a revised submission taking account of the *Project Manager* reasons.~~
- ~~(4)            The cost of any work that is not included in the accepted forecast is treated as a Disallowed Cost.~~
- ~~(5)            The *Contractor* prepares forecasts of the Project Cost in consultation with the *Project Manager* and submits them to the *Project Manager*. Forecasts are prepared at the intervals stated in the Contract Data from the *starting date* until Completion of the whole of the works. An explanation of the changes made since the previous forecast is submitted with each forecast.~~

### Proposals for Stage Two

- ~~X22.3 (1) — The *Contractor* submits his proposals for Stage Two to the *Project Manager* for acceptance in accordance with the submission procedure stated in the Scope. The submission includes the *Contractor's* forecast of the effect of the proposals on the Project Cost and the Accepted Programme.~~
- ~~(2) — At the end of Stage One the *Contractor* submits to the *Project Manager* for acceptance~~
- ~~• its proposals for Stage Two~~
  - ~~• a revised programme,~~
  - ~~• any revisions to the Access Dates, Key Dates and the Completion Date and~~
  - ~~• the total of the Prices or any change to the total of the Prices~~
- ~~in accordance with the submission procedures stated in the scope~~
- ~~(3) — If the submission is not accepted, the *Project Manager* gives reasons. A reason for not accepting a *Contractor's* submission is that~~
- ~~• it does not comply with the Scope~~
  - ~~• it will cause unnecessary delay to the access Dates, Key Dates or the Completion Date~~
  - ~~• it will cause the *Client* to incur unnecessary costs to Others or~~
  - ~~• the *Project Manager* is not satisfied that the Prices or any changes to the Prices have been properly assessed.~~
- ~~(4) — The *Contractor* makes a revised submission taking account of the *Project Manager's* reasons.~~
- ~~(5) — The total of the Prices for Stage Two is assessed by the *Contractor* using the Pricing Information stated in the Contract Data.~~
- ~~(6) — The *Contractor* obtains approvals and consents from Others as stated in the Scope.~~
- ~~(7) — Any additional Scope provided by the *Contractor* in Stage One becomes Scope provided by the *Contractor's* for its design.~~
- ~~(8) — The *Contractor* completes any outstanding design during Stage Two.~~

## **Key persons**

- ~~X22.4 — The *Contractor* does not replace any key person during Stage One unless~~
- ~~• the Project Manager instructs the *Contractor* to do so or~~
  - ~~• the person is unable to continue to act in connection with the contract.~~

## **Notice to proceed to Stage Two**

- ~~X22.5(1) — The *Project Manager* issues a notice to proceed to Stage Two when:~~
- ~~• the *Contractor* has obtained approvals and consents from Others as stated in the Scope~~
  - ~~• changes to the Budget have been agreed or assessed by the *Project Manager*,~~

- ~~• the *Project Manager* and the *Contractor* have agreed the total of the Prices for Stage Two, any changes to Key Dates and the Completion Date and~~
- ~~• the *Project Manager* and the *Contractor* have agreed the total of Prices for Stage Two and~~
- ~~• the *Client* has confirmed the works are to proceed.~~
- ~~(2) If a notice to proceed to Stage Two is issued, the *Project Manager* changes the Prices, the Access Dates, the Key Dates and the Completion Date accordingly and accepts the revised programme.~~
- ~~(3) If a notice to proceed to Stage Two is not issued for any reason, the *Project Manager* issues an instruction that the work required in Stage Two is removed from the Scope. This instruction is not a compensation event.~~
- ~~(3) If the *Project Manager* does not issue a notice to proceed to Stage Two because~~
  - ~~• the *Project Manager* and the *Contractor* have not agreed the total of the Prices or any changes to Access Dates, Key Dates or the Completion Date,~~
  - ~~• the *Contractor* has failed to achieve the performance requirements stated in the Scope~~~~the *Client* may appoint another contractor to complete the Stage Two works.~~

## **Changes to the Budget**

- ~~X22.6(1) If one of the following events happens, the *Project Manager* and the *Contractor* discuss different ways of dealing with changes to the Budget which are practicable~~
- ~~• The *Project Manager* gives an instruction changing the *Client's* requirements stated in the Scope.~~
  - ~~• Additional events stated in the Contract Data.~~
- ~~(2) The *Project Manager* and the *Contractor* agree changes to the Budget within four weeks of the event arising which changes the Budget. If the *Project Manager* and the *Contractor* cannot agree the changes to the Budget the *Project Manager* assesses the change and notifies the *Contractor* of his assessment.~~

## **Incentive payment**

- ~~X22.7(1) If the final Project Cost is less than the Budget, the *Contractor* is paid the budget incentive. The budget incentive is calculated by multiplying the difference between the Budget and the final Project Cost by the percentage stated in the Contract Data.~~
- ~~(2) The *Project Manager* makes a preliminary assessment of the budget incentive at Completion of the whole of the works and includes this in the amount due following Completion of the whole of the works.~~
- ~~(3) The *Project Manager* makes a final assessment of the budget incentive and includes this in the final amount due.~~

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

The secondary Option is deleted and replaced with

### **Defined terms**

#### **Y1.1**

- (1) ~~Joining Deed is an agreement in the form set out in the contract under which the Supplier joins the Trust Deed.~~
- (2) ~~Named Suppliers are *named suppliers* and other Suppliers who have signed the Joining Deed.~~
- (3) ~~The Payment Schedule is a list of payments to be made to the *Contractor* and Named Suppliers from the Project Bank Account.~~
- (4) ~~Project Bank Account is the account used to receive payments from the *Client* and the *Contractor* and to make payments to the *Contractor* and Named Suppliers.~~
- (5) ~~Project Bank Account Tracker is a register of all payments made to and from the Project Bank Account and the date each payment was made and is in the form stated in the Scope.~~
- (6) ~~A Supplier is a person or organisation who has a contract to~~
  - ~~▪ construct or install part of the *works*;~~
  - ~~▪ provide a service necessary to Provide the Works or~~
  - ~~▪ supply Plant and Materials for the *works*.~~
- (7) ~~Trust Deed is an agreement in the form set out in the contract which contains provisions for administering the Project Bank Account.~~

### **Project Bank Account**

- Y1.2 ~~The *account holder* establishes the Project Bank Account with the *project bank* within eight weeks of the Contract Date.~~
- Y1.3 ~~Unless stated otherwise in the Contract Data, the *Contractor* pays any charges made and is paid any interest paid by the project bank. The charges and interest by the project bank are not included in Defined Cost.~~
- Y1.4 ~~If the *account holder* is the *Contractor*, it submits to the *Project Manager* for acceptance details of the banking arrangements for the Project Bank Account. A reason for not accepting the banking arrangements is that they do not provide for payments and inspections to be made in accordance with the contract. The *Contractor* provides to the *Project Manager* copies of communications with the *project bank* in connection with the Project Bank Account.~~

### **Named Suppliers**

- Y1.5 ~~The *Contractor* includes in its contracts with Named Suppliers the arrangements in the contract for the operation of the Project Bank Account and Trust Deed. The *Contractor*~~

informs the Named Suppliers it appoints, the details of the Project Bank Account and the arrangements for payment of amounts due under their contracts.

Y1.6 — The *Contractor* submits proposals for adding a Supplier to the Named Suppliers to the *Project Manager* for acceptance. A submission includes the Suppliers stated in the Scope and other Suppliers requested by the *Contractor*. A reason for not accepting a submission is that the addition of a Supplier does not comply with the Scope. The *Client*, the *Contractor* and the Supplier sign the Joining Deed after acceptance.

## Payments

Y1.7 — Until the Project Bank Account is established, payment is made by the *Client* to the *Contractor*.

Y1.8 — The *Contractor* shows in the application for payment the amounts due to Named Suppliers in accordance with their contracts.

Y1.9 — Within the time set out in the banking arrangements to allow the *project bank* to make payment to the *Contractor* and Named Suppliers in accordance with the contract,

- the *Contractor* prepares the Payment Schedule, provides a copy to the *Project Manager* and provides the information in the Payment Schedule to the project bank,
- the *Client* makes payment to the Project Bank Account of the amount which is due to be paid under the contract and
- the *Contractor* makes payment to the Project Bank Account of any amount which the *Client* has informed the *Contractor* it intends to withhold from the certified amount and which is required to make payment to Named Suppliers.

Y1.10 — The *Contractor* notifies the *Project Manager* if the amount due to any Named Supplier stated in the Payment Schedule is different from that in the payment certificate and provides reasons for the change.

Y1.11 — If the account holder is the *Contractor*, it authorises payment in accordance with the Payment Schedule no later than one day before the final date for payment. Following payment, the *Client* checks the amounts paid to the Named Suppliers by inspecting the Project Bank Account.

Y1.12 — If the *account holder* is the Parties, they jointly authorise payment in accordance with the Payment Schedule no later than one day before the final date for payment.

Y1.13 — Following authorisation, the *Contractor* and Named Suppliers receive payment from the Project Bank Account of the sums set out in the Payment Schedule as soon as practicable after the Project Bank Account receives payment.

Y1.14 — The *Contractor* updates the Project Bank Account Tracker and submits it to the *Project Manager* within one week of any payment being made from the Project Bank Account.

Y1.15 — A payment which is due from the *Contractor* to the *Client* is not made through the Project Bank Account.

## Effect of Payment

Y1.16 — Payments made from the Project Bank Account are treated as payments from the *Client* to the *Contractor* in accordance with the contract. A delay in payment due to a failure of the *Contractor* to comply with the requirements of this clause is not treated as late payment under the contract.



**Trust Deed**

~~Y1.17 The *Client*, the *Contractor* and *named suppliers* sign the Trust Deed within two weeks of the Contract Date.~~

**Termination**

~~Y1.18 If the *Project Manager* issues a termination certificate, no further payment is made into the Project Bank Account.~~



## 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 ~~Click or tap here to enter text.~~ and ~~Click or tap here to enter text.~~ for ~~Click or tap here to enter text.~~ (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*.

A Project Bank Account will be established 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 Payment Schedule are held in trust in the Project Bank Account 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 service,~~
- ~~the benefits under this deed may not be assigned.~~

**Executed as a deed on** ~~Click or tap here to enter text.~~ by

~~Click or tap here to enter text.~~ (*Client*)

~~Click or tap here to enter text.~~ (*Contractor*)

~~Click or tap here to enter text.~~

~~Click or tap here to enter text.~~

~~Click or tap here to enter text.~~ (*Named Suppliers*)

~~Click or tap here to enter text.~~



### **Joining Deed**

This agreement is made between the *Client*, the *Contractor* and Click or tap here to enter text. (the Additional Supplier).

Terms in this deed have the meanings given to them in the contract between Click or tap here to enter text. and Click or tap here to enter text. for Click or tap here to enter text. (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*.

A Project Bank Account **Choose an item.** established 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 service,
- the benefits under this deed may not be assigned.

**Executed as a deed on** Click or tap to enter a date.

by

Click or tap here to enter text. (*Client*)

Click or tap here to enter text. (*Contractor*)

Click or tap here to enter text. (Additional Supplier)

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

Delete the existing wording for this Option and insert:

- Y3.1 A person who is not a party to this contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 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**

- 13(j) Add at the end '(but excluding any sums necessary to top up a pension fund)'.
- 53(i) Add a new item:
- 'the cost of the Performance Bond provided under Option X13'.

**When completing Projects in Northern Ireland include the Additional Z clauses for Northern Ireland Projects**

[see Framework Agreement Schedule – 'Additional Z clauses for Northern Ireland Projects']

**Addendum 1b - Project specific additional conditions of contract agreed between the Client and the Contractor**

If *additional conditions of contract* are agreed between the *Client* and the *Contractor*, insert them here.

Schedule of Cost Components

Delete the existing wording for People.

Add the following wording for People:

---

People	1	A cost calculated by multiplying the time recorded for work on the contract by the people rates stated in Contract Data part 2. Time recorded is that shown in the Contractor's time recording system.
		People rates are the rates for the applicable role and seniority stated in Contract Data part 2. Unless the Client agrees people rates must not exceed the rates applicable to the role and seniority stated in Contract Data part 2

## **CONTRACT DATA PART 2 – DATA PROVIDED BY THE CONTRACTOR**

Completion of the data in full is essential to create a complete contract.

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.

## Contract Data: Part Two – Data Provided by the Contractor

### 1. General

The Contractor is:

Name

Address

Telephone

Address for electronic communications

The fee percentage is

**8.95 %**

**as set out in the *Framework Commercial Model***

The working areas are

As per red line boundary on drawing 60693565-XXXX-NA-XX-XX-C-700 Rev P1 and the Contractor's (including their subcontractors) and Client's offices (including remote working locations).

The key persons are

**Name (1)**

Job

Responsibilities

Experience

**Name (2)**

Job

Responsibilities

Experience

**Name (3)**

Job

Responsibilities

Experience

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

Click or tap here to enter text.

The following matters will be included in the Early Warning Register

--

## 2. The *Contractor's* main responsibilities

If the *Contractor* is  
to provide Scope

The Scope provided  
by the *Contractor* is  
in

<b>See SCHEDULE 3 (section 3b)</b>
------------------------------------



### 3. Time

If a programme is identified in the Contract Data

The programme identified in the Contract Data is

**See SCHEDULE 7 of this agreement**

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

### 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**

## 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

TBC

## X22 Early Contractor involvement

If Option X22 is used

The Stage One *key persons* are

Click or tap here to enter text.

Name (1)

Click or tap here to enter text.

Job

Click or tap here to enter text.

Responsibilities

Click or tap here to enter text.

Qualifications

Click or tap here to enter text.

Experience

Click or tap here to enter text.

Name (2)

Click or tap here to enter text.

Job

Click or tap here to enter text.

Responsibilities

Click or tap here to enter text.

Qualifications

Click or tap here to enter text.

Experience

Click or tap here to enter text.

Name (3)

Click or tap here to enter text.

Job

Click or tap here to enter text.

Responsibilities

Click or tap here to enter text.

Qualifications

Click or tap here to enter text.

Experience

Click or tap here to enter text.

The Pricing Information is in

Click or tap here to enter text.

## Y(UK)1 Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

Click or tap here to enter text.

*named suppliers* are

Click or tap here to enter text.

## Data for the Schedule of Cost Components

The rates for People are

People

As per the Framework Commercial Model

Rate

As per the Framework Commercial Model

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

N/A

N/A

N/A

The rates for special Equipment are

Equipment

N/A

rate

N/A

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

category of person

N/A

rate

N/A

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

category of person

N/a

rate

N/a

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

- N/A

## SCHEDULE 3 - Scope

### 3a – The Scope provided by the *Client* is in:

Schedule 3 Part A – Feasibility Stage – (Stage 1) **	No
Schedule 3 Part A – Pre-Construction (Initial) Stage – (Stage 2) **	No
Schedule 3 Part A – Pre-Construction (Detailed) Stage – (Stage 3) **	No
Schedule 3 Part C – BIM Information Management **	No
Schedule 15 Part A Design **	No

The Scope for this contract is as follows:

- Site topographical survey of the area marked by red line boundary within 60693565-ACM-XX-XX-DR-C-0001\_Cap Surface Drainage Layout\_v2.0 Drawing.
- Processing of data from item 1 survey to produce a 3D AutoCAD model with all the survey features provided in a 3D AutoCAD model.
- Site PAS 128 Level M2P Underground Utility (GPR) survey *works* of the area marked by red line boundary within 60693565-ACM-XX-XX-DR-C-0001\_Cap Surface Drainage Layout\_v2.0 Drawing.
- Processing of data from Item 2 Survey to produce a 2D and 3D AutoCAD models and PDF drawings with all the survey features extracted from the data and based on OS Grid. All data to be displayed as per PAS128 standard.
- Validate volumes based on the AECOM (design consultant) outline design & survey information obtained.
- Ascertain locality of sites for the material for the cap.
- Provide a price update based on the AECOM outline design & survey information. This will be built up from first principles or utilising rates from previous projects. It is understood that this price update will be used to support the *Clients* full business case (FBC) submission. This is not a contractable offer.
- 9 weeks of 1 hour touch point meetings post submission of pricing update.

The AECOM outline design drawings which will be used to carry out these *works* are listed below:

File Name	Revision	File Type
60693565- [REDACTED] A-XX-XX-C-650_Site Location		pdf
60693565- [REDACTED] A-XX-XX-C-715-P3_Restoration Masterplan	P3	pdf
60693565- [REDACTED] A-XX-XX-C-730-P2_Standard Details	P2	pdf
60693565- [REDACTED] NA-XX-XX-C-731-P1_Standard Details Gas Management	P1	pdf
60693565- [REDACTED] NA-XX-XX-C-700-P1_Extent of Site Works	P1	pdf
60693565- [REDACTED] A-XX-XX-C-701-P1_2022 Aerial	P1	pdf
60693565- [REDACTED] A-XX-XX-C-702-P2_Existing situation	P2	pdf
60693565- [REDACTED] A-XX-XX-C-710-P1_Proposed regulating layer levels	P1	pdf
60693565- [REDACTED] A-XX-XX-C-711-P1_Proposed restoration levels	P1	pdf
60693565- [REDACTED] A-XX-XX-C-712-P3_Proposed monitoring wells	P3	pdf
60693565- [REDACTED] A-XX-XX-C-713-P2_Cross-sections-Sheet 1	P2	pdf
60693565- [REDACTED] A-XX-XX-C-714-P2_Cross-sections-Sheet 2	P2	pdf
60693565- [REDACTED] Helpston Capping Design_FINAL_no AppB		pdf
60693565- [REDACTED] XX-XX-DR-C-0001_Cap Surface Drainage Layout_v2		pdf
60693565- [REDACTED] XX-XX-DR-C-0001_Cap Surface Drainage Layout_v2.0		pdf

And the following: *[list Client's Scope documents below]*

document	description	revision

**3b – The Scope provided by the Contractor is in:**

document	description	revision
N/A	N/A	N/A



**SCHEDULE 4 – Site Information**

*List Site Information here*

document		description	revision
60693565-	-NA-XX-XX-C-650	Site Location	N/A
60693565-	-NA-XX-XX-C-700	Site Layout: Approximate Extent of Works	P1
60693565-	-NA-XX-XX-C-701	Aerial	P1
60693565-	-NA-XX-XX-C-702	Existing Situation	P2

**SCHEDULE 5 – Activity Schedule**

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*Not applicable – Costs to be recovered in accordance with the Schedule of Cost Components.*

**SCHEDULE 6 – Early Warning Register**

*Insert Early Warning Register*



**SCHEDULE 7 – cl31 Programme**

*Insert clause 31 Programme*

## SCHEDULE 8 – Template Guarantees Bonds - Warranties

### *Template Guarantees / Bonds / Warranties as per Schedule 17 of the Framework*

Part A	Warranty to be provided by Contractor's Consultant	Not required
Part B	Warranty to be provided by Subcontractor	Not required
Part C	Warranty from Contractor relating to End User/Fund/Purchaser/Tenant	Not required
Part D	ABI Model form of Guarantee Bond	Not required
Part E	Ultimate Holding Company Guarantee	Not required
Part F	Advanced Payment Bond	Not required

**\*\* indicate if Scope Shall Apply for this Project Agreement and enclose relevant template(s) from Schedule 17 of the Framework Agreement.**



# Delivery Agreement Option E - Helpston Draft - Topo Surveys rev 5

Final Audit Report

2024-06-04


Created:	2024-05-28 (British Summer Time)
By:	[REDACTED]
Status:	Signed
Transaction ID:	[REDACTED]
Number of Documents:	1
Document page count:	54
Number of supporting files:	0
Supporting files page count:	0


## "Delivery Agreement Option E - Helpston Draft - Topo Surveys rev 5" History


-  Document created by [REDACTED]  
2024-05-28 - 13:22:20 GMT+1
-  Document emailed to [REDACTED]  
2024-05-28 - 13:27:10 GMT+1
-  Email viewed by [REDACTED]  
2024-05-30 - 12:54:50 GMT+1
-  Agreement viewed by [REDACTED]  
2024-05-30 - 12:54:51 GMT+1
-  Document e-signed by [REDACTED]  
Signature Date: 2024-05-30 - 12:55:03 GMT+1 - Time Source: server
-  Document emailed to [REDACTED]  
2024-05-30 - 12:55:07 GMT+1
-  Email viewed by [REDACTED]  
2024-05-30 - 12:58:02 GMT+1
-  Agreement viewed by [REDACTED]  
2024-05-30 - 12:58:03 GMT+1

 Document signing delegated to [REDACTED] by [REDACTED]  
2024-05-30 - 12:58:24 GMT+1

 Document emailed to [REDACTED] for signature  
2024-05-30 - 12:58:25 GMT+1


 Email viewed by [REDACTED]  
2024-05-30 - 13:25:44 GMT+1


 Agreement viewed by [REDACTED]  
2024-05-30 - 13:25:45 GMT+1

 Document e-signed by [REDACTED]  
Signature Date: 2024-05-30 - 13:26:30 GMT+1 - Time Source: server


 Document emailed to [REDACTED] for signature  
2024-05-30 - 13:26:35 GMT+1


 Email viewed by [REDACTED]  
2024-05-31 - 15:44:51 GMT+1

 Agreement viewed by [REDACTED]  
2024-05-31 - 15:44:53 GMT+1

 Document e-signed by [REDACTED]  
Signature Date: 2024-05-31 - 15:45:20 GMT+1 - Time Source: server


 Document emailed to [REDACTED] for delegation  
2024-05-31 - 15:45:23 GMT+1

 Email viewed by [REDACTED]  
2024-05-31 - 15:45:46 GMT+1

 Agreement viewed by [REDACTED]  
2024-05-31 - 15:45:48 GMT+1

 Document signing delegated to [REDACTED] by [REDACTED]  
2024-05-31 - 15:46:13 GMT+1

 Document emailed to [REDACTED] for signature  
2024-05-31 - 15:46:15 GMT+1

 Email viewed by [REDACTED]  
2024-05-31 - 16:09:52 GMT+1

 Agreement viewed by [REDACTED]  
2024-05-31 - 16:09:54 GMT+1


 Document e-signed by [REDACTED]  
Signature Date: 2024-05-31 - 16:10:36 GMT+1 - Time Source: server

 Document emailed to [REDACTED] for signature  
2024-05-31 - 16:10:39 GMT+1

 Email viewed by [REDACTED]  
2024-06-03 - 08:45:54 GMT+1

 Reminder sent to [REDACTED]  
2024-06-03 - 16:14:33 GMT+1


 Email viewed by [REDACTED]  
2024-06-04 - 09:04:24 GMT+1

 [REDACTED] authenticated with phone by verifying one-time code sent to the  
phone number [REDACTED]  
2024-06-04 - 09:05:06 GMT+1

 Agreement viewed by [REDACTED]  
2024-06-04 - 09:05:08 GMT+1

 Signer [REDACTED] entered name at signing as [REDACTED]  
2024-06-04 - 09:07:51 GMT+1

 Document e-signed by [REDACTED]  
Signature Date: 2024-06-04 - 09:07:53 GMT+1 - Time Source: server

 Agreement completed.  
2024-06-04 - 09:07:53 GMT+1