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 and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Professional Service Contract June 2017 (with amendments January 2023)

|  |  |  |  |
| --- | --- | --- | --- |
| Main Option | A | Option for resolving and avoiding disputes | W2 |

|  |  |
| --- | --- |
| Secondary Options | X2, X7, Y(UK)2 (The Housing Grants, Construction and Regeneration Act 1996); and Z Clauses (see Schedule 1 - Z Clauses) |

|  |  |
| --- | --- |
| The *service* is | Project Management and Detailed Design in relation to ISO 11 CHP LTHW Heat Recovery project at The Pirbright Institute. |

The *Client* is

|  |  |
| --- | --- |
| Name | The Pirbright Institute |

|  |  |
| --- | --- |
| Address for communications | Ash RoadPirbrightWokingSurreyGU24 0NF |

|  |  |
| --- | --- |
| Address for electronic communications | anthony.clarke@pirbright.ac.uk  |

The *Service Manager* is

|  |  |
| --- | --- |
| Name | Anthony Clarke |

|  |  |
| --- | --- |
| Address for communications | Ash RoadPirbrightWokingSurreyGU24 0NF |

|  |  |
| --- | --- |
| Address for electronic communications | anthony.clarke@pirbright.ac.uk  |



|  |  |
| --- | --- |
| The Scope is in | INVITATION TO TENDER - CHP LTHW Heat Recovery PM + DesignAppendix E - SCOPE OF WORKS CHP LTHW Heat Recovery PM + Design and Associated Appendices |

|  |  |
| --- | --- |
| The *language of the contract* is | English |

|  |  |
| --- | --- |
| The *law of the contract* is the law of | England & Wales |

|  |  |  |
| --- | --- | --- |
| The *period for reply* is | Two (2) weeks | except that |

|  |  |  |  |
| --- | --- | --- | --- |
| • The *period for reply* for |   |  is |   |

|  |  |  |  |
| --- | --- | --- | --- |
| • The *period for reply* for |   |  is |   |

|  |  |  |
| --- | --- | --- |
| The *period for retention* is | N/A | year(s) following Completion or earlier termination |

The following matters will be included in the Early Warning Register

|  |
| --- |
|  |

|  |
| --- |
| Early warning meetings are to be held at intervals no |
| longer than | 2 weeks |

**2 The *Consultant’s* main responsibilities**

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

a stated *condition* by a *key date*

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

*condition* to be met *key date*

|  |  |  |  |
| --- | --- | --- | --- |
|  (1) | Detailed design |  | 30th November 2024 |

|  |  |  |  |
| --- | --- | --- | --- |
|  (2) | Detailed Design Qualification |  | 31st December 2024 |

|  |  |  |  |
| --- | --- | --- | --- |
|  (3) | Install contractor procurement |  | 28th February 2025  |

|  |  |  |  |
| --- | --- | --- | --- |
| (4) | Installation and commissioning complete |  | 30th September 2025 |

|  |  |  |  |
| --- | --- | --- | --- |
| (5) | Handover to operations |  | 31st October 2025 |
| (6) |  |  |  |

|  |
| --- |
| The *Consultant* prepares forecasts of the total *expenses* at |
| intervals no longer than | a calendar month  |

If Option A is used

|  |
| --- |
| The *Consultant* prepares forecasts of the total Defined Cost |
| plus Fee and *expenses* at intervals no longer than |   |

If Option C or E is used

**3 Time**

|  |  |
| --- | --- |
| The *starting date* is | 07/06/2024 |

The *Client* provides access to the following persons, places and things

access *access date*

|  |  |  |  |
| --- | --- | --- | --- |
| (1) | Whole Site |  | (As and when required. Arrange with Pirbright Project Manager) |

|  |  |  |  |
| --- | --- | --- | --- |
| (2) |   |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| (3) |   |  |   |

|  |
| --- |
| The *Consultant* submits revised programmes at intervals no |
| longer than | a month |

If the *Client* has decided

the *completion date* for the whole of the *service*

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

|  |  |
| --- | --- |
| The *completion date* for the whole of the *service* is | 31/10/2025 |

|  |
| --- |
| The period after the Contract Date within which the |
| *Consultant* is to submit a first programme for acceptance is | 3 weeks |

**4 Quality management**

|  |
| --- |
| The period after the Contract Date within which the *Consultant* |
| is to submit a quality policy statement and quality plan is | 3 weeks |

|  |
| --- |
| The period between Completion of the whole of the *service* |
| and the *defects date* is | 26 weeks |

**5 Payment**

|  |  |
| --- | --- |
| The *currency of the contract* is  | Pounds sterling (£) |

|  |  |
| --- | --- |
| The *assessment interval* is | a calendar month |

If the *Client* states any The *expenses* stated by the *Client* are

*expenses*

item amount

|  |  |  |
| --- | --- | --- |
| Car mileage |  | £0.45 per mile |

|  |  |  |
| --- | --- | --- |
| Rail Travel |  | Standard Class Fare |

|  |  |  |
| --- | --- | --- |
|  | 2 |  % per annum (not less than 2) above the |

|  |  |  |  |
| --- | --- | --- | --- |
| base lending |  rate of  | Lloyds Bank Plc |  |

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

If Option C or E is used and the *Client* states any locations

|  |  |
| --- | --- |
| The period within which payments are made is | 30 days |

|  |  |
| --- | --- |
| The locations for which the *Consultant* provides a charge for the cost of support people and office overhead are |  |
|   |

If Option C is used The *Consultant’s share percentages* and the *share ranges* are

|  |  |
| --- | --- |
| *share range* | *Consultant’s share percentage* |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| less than |   | % |   | % |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| from |   | % to |   | % |   | % |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| from |   | % to |   | % |   | % |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| greater than |   | % |   | % |

|  |  |
| --- | --- |
| The *exchange rates* are those published in |   |

If Option C or E is used

|  |  |  |
| --- | --- | --- |
| on |   | (date) |

**6 Compensation events**

If there are additional These are additional compensation events

compensation events

|  |
| --- |
|  |

**8 Liabilities and insurance**

If there are additional

*Client’s* liabilities

These are additional *Client’s* liabilities

|  |  |
| --- | --- |
| (1) |   |

|  |  |
| --- | --- |
| (2) |   |

|  |  |
| --- | --- |
| (3) |   |

The minimum amount of cover and the periods for which the *Consultant* maintains insurance are

|  |  |  |
| --- | --- | --- |
| **EVENT** | **MINIMUM AMOUNT OF COVER** | **PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE *SERVICE* OR TERMINATION** |
| The *Consultant’s* failure touse the skill and care normally used by professionals providing services similar to the *service* |

|  |
| --- |
| £5,000,000 |
| in respect of each claim, without limit to the number of claims |

 | 6 Years |
| Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the *Consultant*) arising from or in connection with the *Consultant* Providing the Service |

|  |
| --- |
| £10,000,000 |
| in respect of each event, without limit to the number of events |

 |   |
| Death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with the contract |

|  |
| --- |
| £10,000,000 |
| in respect of each event, without limit to the number of events |

 |   |

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 The *Client* provides these additional insurances to be provided

|  |  |
| --- | --- |
| (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 *Consultant* 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 *Consultant’s* total liability to the *Client* for all matters |
| arising under or in connection with the contract, other than |
| the excluded matters is limited to |   |

**Resolving and avoiding disputes**

|  |  |
| --- | --- |
| The *tribunal* is | Arbitration  |

|  |  |
| --- | --- |
| The *arbitration procedure* is | Latest version of the Institution of Civil Engineers Arbitration Procedure |

If the *tribunal* is arbitration

|  |
| --- |
| The place where arbitration |
| is to be held is | TBA |

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

|  |
| --- |
| The Institution of Civil Engineers |

The *Senior Representatives* of the *Client* are

|  |  |
| --- | --- |
| Name (1) | Anthony Clarke  |

|  |  |
| --- | --- |
| Address for communications | Ash RoadPirbrightWokingSurreyGU24 0NF |

|  |  |
| --- | --- |
| Address for electronic communications | anthony.clarke@pirbright.ac.uk  |

|  |  |
| --- | --- |
| Name (2) | John Nixon |

|  |  |
| --- | --- |
| Address for communications | Ash RoadPirbrightWokingSurreyGU24 0NF |

|  |  |
| --- | --- |
| Address for electronic communications |  john.nixon@pirbright.ac.uk |

The *Adjudicator* is

|  |  |
| --- | --- |
| Name | TBC |

|  |  |
| --- | --- |
| Address for communications |   |

|  |  |
| --- | --- |
| Address for electronic communications |   |

|  |  |
| --- | --- |
| The *Adjudicator nominating body* is |   |

**X1: Price adjustment for inflation (used only with Options A and C)**

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 |   |

**X2: Changes in the law**

|  |  |
| --- | --- |
| The *law of the project* is | England and Wales |

If Option X2 is used

**X3: Multiple currencies (used only with Option A)**

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 *service* is

*section* description *completion date*

|  |  |  |  |
| --- | --- | --- | --- |
| (1) |   |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| (2) |   |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| (3) |   |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| (4) |   |  |   |

**X6: Bonus for early Completion**

|  |  |  |
| --- | --- | --- |
| The bonus for the whole of the *service* is |   | per day |

If Option X6 is used without

Option X5

If Option X6 is used with The *bonus* for each *section* of the *service* is

Option X5

*section* description amount per day

|  |  |  |  |
| --- | --- | --- | --- |
| (1) |   |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| (2) |   |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| (3) |   |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| (4) |   |  |   |

|  |  |
| --- | --- |
| The bonus for the remainder of the *service* is |   |

**X7: Delay damages**

|  |  |  |
| --- | --- | --- |
| Delay damages for Completion of the whole of the *service* are |  £250  | per day |

If Option X7 is used without

Option X5

If Option X7 is used with Delay damages for each *section* of the *service* are

Option X5

*section* description amount per day

|  |  |  |  |
| --- | --- | --- | --- |
| (1) |   |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| (2) |   |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| (3) |   |  |   |

|  |  |  |  |
| --- | --- | --- | --- |
| (4) |   |  |   |

|  |  |
| --- | --- |
| The delay damages for the remainder of the *service* are |   |

**X8: Undertakings to Others**

If Option X8 is used The *undertakings to Others* are provided to

|  |
| --- |
|   |

|  |
| --- |
|   |

**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 *Consultant* is to submit a first |
| Information Execution Plan for acceptance 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**

|  |  |
| --- | --- |
| The amount of the performance bond is | N/A |

If Option X13 is used

**X18: Limitation of liability**

|  |
| --- |
| The *Consultant’s* liability to the *Client* for indirect or |
| consequential loss is limited to |   |

If Option X18 is used

|  |
| --- |
| The *Consultant’s* liability to the *Client* for Defects that are |
| not found until after the *defects date* is limited to |   |

|  |  |  |
| --- | --- | --- |
| The *end of liability date* is |   | years after the Completion of the whole of the *service* |

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

|  |  |
| --- | --- |
| The *incentive schedule* for Key Performance Indicators is in |   |

If Option X20 is used

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

**X29: Climate change**

|  |  |  |
| --- | --- | --- |
| If Option X29 is used | The *performance table* is in |  |

|  |  |  |
| --- | --- | --- |
| If no *climate change plan* is identified in part two of the Contract Data | The period after the Contract Date within which the *Consultant* is to submit a first climate change plan for acceptance is |   |
|  |

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

If Option Y(UK)1 is used The *Consultant* **is/is not** to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

 The *account holder* is **the *Consultant*/the Parties** (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 seven 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*

|  |  |  |
| --- | --- | --- |
|   |  |   |

|  |  |  |
| --- | --- | --- |
|   |  |   |

|  |  |  |
| --- | --- | --- |
|   |  |   |

|  |  |  |
| --- | --- | --- |
|   |  |   |

If Y(UK)3 is used with

term *beneficiary*

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

|  |
| --- |
| 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

|  |
| --- |
| See Schedule 1 - Z Clauses |

**PART TWO – DATA PROVIDED BY THE *CONSULTANT***

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

**1 General**

The *Consultant* is

|  |  |
| --- | --- |
| Name |   |

|  |  |
| --- | --- |
| Address for communications |  |

|  |  |
| --- | --- |
| Address for electronic communications |   |

|  |  |  |
| --- | --- | --- |
| The *fee percentage* is |   | % |

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 *Consultant’s* main responsibilities**

|  |  |
| --- | --- |
| The Scope provided by the *Consultant* is in |   |

If the *Consultant* is to

provide Scope

**3 Time**

|  |  |
| --- | --- |
| The programme identified in the Contract Data is |   |

If a programme is to be

identified in the

Contract Data

|  |  |
| --- | --- |
| The *completion date* for the whole of the *service* is |   |

If the *Consultant* is to decide

the *completion date* for the

whole of the *service*

**5 Payment**

If the *Consultant* states The *expenses* stated by the *Consultant* are any *expenses*

item amount

|  |  |  |
| --- | --- | --- |
|   |  |   |

|  |  |  |
| --- | --- | --- |
|   |  |   |

|  |  |  |
| --- | --- | --- |
|   |  |   |

|  |  |
| --- | --- |
| The *activity schedule* is |   |

If Option A or C is used

|  |  |
| --- | --- |
| The tendered total of the Prices is |   |

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Consultant* 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

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

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

**X29: Climate change**

If Option X29 is used

|  |
| --- |
| The *climate change plan* identified in the Contract Data is |
|  |   |

If a *climate change plan* is to be identified in the Contract Data

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

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

|  |  |  |
| --- | --- | --- |
|  | *named suppliers* are |   |

**Data for the Schedule of Cost Components (used only with Options C or E)**

The *overhead percentages* for the cost of support people and office overhead are location *overhead percentage*

|  |  |  |  |
| --- | --- | --- | --- |
|   |  |   |  % |

|  |  |  |  |
| --- | --- | --- | --- |
|   |  |   |  % |

|  |  |  |  |
| --- | --- | --- | --- |
|   |  |   |  % |

**Data for the Short Schedule of Cost Components (used only with Option A)**

The *people rates* are

category of person unit rate

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   |  |   |  |   |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   |  |   |  |   |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|   |  |   |  |   |