nec®4

Contract Data Forms

June 2017
(with amendments January 2019)

Engineering and Construction Contract

OPTION B: PRICED CONTRACT WITH BILL OF QUANTITIES

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 B, 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, X9, X11, X15, X18, Y(UK)2, |

The *works* are

| PR20016 Ground Investigation Works |

The *Client* is

Name

| UK Research and Innovation (UKRI) |

Address for communications

| Polaris House
North Star Avenue
Swindon
SN2 1FL |

Address for electronic communications

| TBA |

The *Project Manager* is

Name

| Rachel Dearden |

Address for communications

| British Geological Survey
Nicker Hill
Keyworth
Nottingham
NG12 5GG |

Address for electronic communications

| rach1@bgs.ac.uk |

The *Supervisor* is

Name

| Ramboll |

Address for communications

| 2nd Floor, The Exchange
St John Street
Chester
CH1 1DA |

Address for electronic communications

| tim.clifford@ramboll.co.uk |

The Scope is in	the Schedules of "PR20016 Specification_v1"

The Site Information is in	PR20016 Specification_v1

The *boundaries of the site are*	Shown in PR20016 Specification_v1

The *language of the contract* is	English

The *law of the contract* is the law of	England and Wales, subject to the jurisdiction of the courts of England and Wales.

The *period for reply* is | 1 week | except that

• The *period for reply* for | n/a | is | n/a |

The following matters will be included in the Early Warning Register

Matters that impact on cost, programme, health & safety, environment and/or quality.

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

2 The *Contractor's* main responsibilities (NOT USED)

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)		
(2)		
(3)		

3 Time

The *starting date* is	Monday 14th September 2020

The *access dates* are

	part of the Site	date
(1)		
(2)		
(3)		

	The *Contractor* submits revised programmes at intervals no longer than	If required
If the *Client* has decided the *completion date* for the whole of the *works*	The *completion date* for the whole of the *works* is	31st December 2020
Taking over the *works*	The *Client i*s 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	21st September 2020

4 Quality management

	The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is	Not required
	The period between Completion of the whole of the *works* and the *defects date* is	1 month

The *defect correction period* is | 2 weeks | except that

- The *defect correction period* for | | is | |
- The *defect correction period* for | | is | |

5 Payment

The *currency of the contract* is the | Great British Pound (GBP) Sterling

The *assessment interval* is | Monthly

The *interest rate* is | 2.0 | % per annum above the

| base | rate of the | Bank of England | bank

If the period in which payments are made is not three weeks and Y(UK)2 is not used | The period within which payments are made is | 30 days

6 Compensation events

The place where weather is to be recorded is | Rostherne no. 2, Cheshire |

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 | 1200 | hours GMT

and these measurements:

The *weather measurements* are supplied by | Met Office |

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

which were recorded at | Rostherne no. 2, Cheshire |

and which are available from | Met Office |

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

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is [   ] %

The *method of measurement* is [   ]

If there are additional events	These are additional compensation events compensation

8 Liabilities and insurance

If there are additional *Client's* liabilities	These are additional *Client's* liabilities
	(1) Archaeology finds
	(2) UXO
	(3) Flooding

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 events is   £5,000,000.00

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   £5,000,000.00

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 n/a

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	

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	Public Liability
Minimum amount of cover is	£1,000,000.00
The deductibles are	
(2) Insurance against	Employers Liability
Minimum amount of cover is	£5,000,000.00
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

Resolving and avoiding disputes

	The *tribunal* is	Adjudication
If the *tribunal* is arbitration	The *arbitration procedure* is	The latest version of the Institution of Civil Engineers Arbitration Procedure in force when the arbitrator is appointed
	The place where arbitration is to be held is	London

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, One Great George Street, London, SW1P 3AA

If Option W1 or W2 is used	The *Senior Representatives* of the *Client* are	
	Name (1)	TBA
	Address for communications	UKRI Polaris House North Star Avenue Swindon SN2 1FL

Address for electronic communications	
Name (2)	
Address for communications	
Address for electronic communications	

The *Adjudicator* is

Name	
Address for communications	
Address for electronic communications	

The *Adjudicator nominating body* is	The Institution of Civil Engineers

If Option W3 is used | The number of members of the Dispute Avoidance Board is **one/three** (Delete as applicable)

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

Name	
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.	[ ]	linked to the index for	[ ]
0.	[ ]		[ ]
0.	[ ]		[ ]
0.	[ ]		[ ]
0.	[ ]		[ ]
0.	[ ]		[ ]
0.	[ ]	non-adjustable	[ ]
1.00			

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The *base date* for indices is		
These indices are		

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

items and activities	other currency	total maximum payment in the currency

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

section	description	*completion date*
(1)		
(2)		
(3)		
(4)		

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

section	description	*completion date*
(1)		
(2)		
(3)		
(4)		

The bonus for the remainder of the *works* is

X7: Delay damages (NOT USED)

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the *works* are   per day

If Option X7 is used with Option X5	Delay damages for each *section* of the *works* are		
	section	description	amount per day
	(1)			)
	(2)		
	(3)		
	(4)		
	The delay damages for the remainder of the *works* are		

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

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

termination is

| 1 month |

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

| £500,000 |

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

| 12 months |

X16: Retention (not used with Option F) (NOT USED)

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
	for	
	for	
	for	
	for	

X18: Limitation of liability

If Option X18 is used

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

£0.00

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

£500,000

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

£500,000

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

£500,000

The *end of liability date* is 1 year 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 30 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

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

term	beneficiary
The provisions of Options Y(UK)1	Named Suppliers

Z: *Additional conditions of contract*

If Option Z is used

The *additional conditions of contract* are

Detailed in the document PR20016 NEC4_Z Additional Conditions of Contract

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	

3 Time

If a programme is to be identified in the Contract Data	The programme identified in the Contract Data is	
If the *Contractor* is to decide the *completion date* for the whole of the *works*	The *completion date* for the whole of the *works* is	

5 Payment

	The *bill of quantities* is	
	The tendered total of the Prices is	

Resolving and avoiding disputes

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

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

If Option W3 is used 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	

Y(UK)1: Project Bank Account

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

named suppliers are

Data for the Short Schedule of Cost Components

The *people rates* are

category of person	unit	rate

The published list of Equipment is the edition current at the Contract Date of the list published by

The percentage for adjustment for Equipment in the published list is   % (state plus or minus)

The rates for other Equipment are

Equipment	rate

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

category of person   rate

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

category of person   rate

The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are