



Engineering and Construction Contract

OPTION C: TARGET CONTRACT WITH ACTIVITY SCHEDULE

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack)	Go live template (this document)
V1.1	Updates to correct errors in V1 which conflicted with Framework Schedules

Contract Execution

This agreement is made between the *Client*, the *Contractor* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the [REDACTED] for Mids Hub 24/25 Confined Space Inspections and Maintenance (the *works*).

The *Contractor* offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The *Contractor* was appointed to the framework and executed the framework agreement (with reference number C19845).

Executed under hand

by

.. [REDACTED] (*Client*)

.. [REDACTED] (name)

.. [REDACTED] (role)

.. [REDACTED] (date)

.....

[REDACTED] (*Contractor*)

.. [REDACTED] (name)

[REDACTED] (role)

[REDACTED] (date)

.

(Named Suppliers)

[REDACTED]

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 C, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2023)

Main Option

C

Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in the Law
~~X5 Sectional Completion~~
~~X7 Delay Damages~~
~~X9 Transfer of Rights~~
X10 Information Modelling
X11 Termination by the *Client*
~~X15 The Contractor's design~~
~~X16 Retention~~
X18 Limitation of Liability
~~Y(UK)1 Project Bank Account~~
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

Culvert inspection, survey to various assets in the Midlands Hub area.

The *Client* is

Name

Address for communications

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Supervisor* is

Name

Address for communications

Address for electronic communications

The Scope is in

The Site Information is in

The *boundaries of the site* are

N/A

The *language of the contract* is

English

The *law of the contract* is the law of

the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The *period for reply* is

except that

• The *period for reply* for

is

• The *period for reply* for

is

The following matters will be included in the Early Warning Register

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

2 The Contractor'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

	<i>condition to be met</i>	<i>key date</i>
(1)	<div></div>	<div></div>
(2)	<div></div>	<div></div>
(3)	<div></div>	<div></div>

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

3 Time

The *starting date* is

The *access dates* are

part of the Site

date

(1)

(2)

(3)

The *Contractor* submits revised programmes at intervals no longer than

If the *Client* has decided the *Completion Date* for the whole of the works

the *Completion Date* for the whole of the works is

Taking over the works before the *Completion Date*

The *Client* is **not** willing to take over the works before the *Completion Date* (Delete as applicable)

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

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

4 Quality management

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

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

The *defect correction period* is

except that

- The *defect correction period* for

is

- The *defect correction period* for

is

5 Payment

The *currency of the contract* is the

GBP Sterling

The *assessment interval* is

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

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

The Contractor's share percentages and the share ranges are

share range

Contractor's share percentage

less than

%

0

%

from

% to %

%

from

% to %

%

greater than

%

%

The exchange rates are those published in

on (date)

6 Compensation events

The place where weather is to be recorded is

The nearest calibrated met office station to the site

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:

The River levels and water flow

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

The nearest calibrated met office station to the site

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

If there are additional compensation events

These are additional compensation events

none

8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(1)

Not Used

(2)

Not Used

(3)

Not Used

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the *works* for any one event is

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

or the minimum amount required by law if that is greater

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

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If Option W1 or W2 is used

The *Senior Representatives* of the *Client* are

Name (1)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

X5: Sectional Completion

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)	Not used	Not used
(2)		
(3)		
(4)		

X7: Delay damages

If Option X7 is used without
Option X5

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

Not used per day

If Option X7 is used with
Option X5

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	Not used	Not used
(2)		
(3)		
(4)		
The delay damages for the remainder of the <i>works</i> are		

X10: Information modelling

If Option X10 is used

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

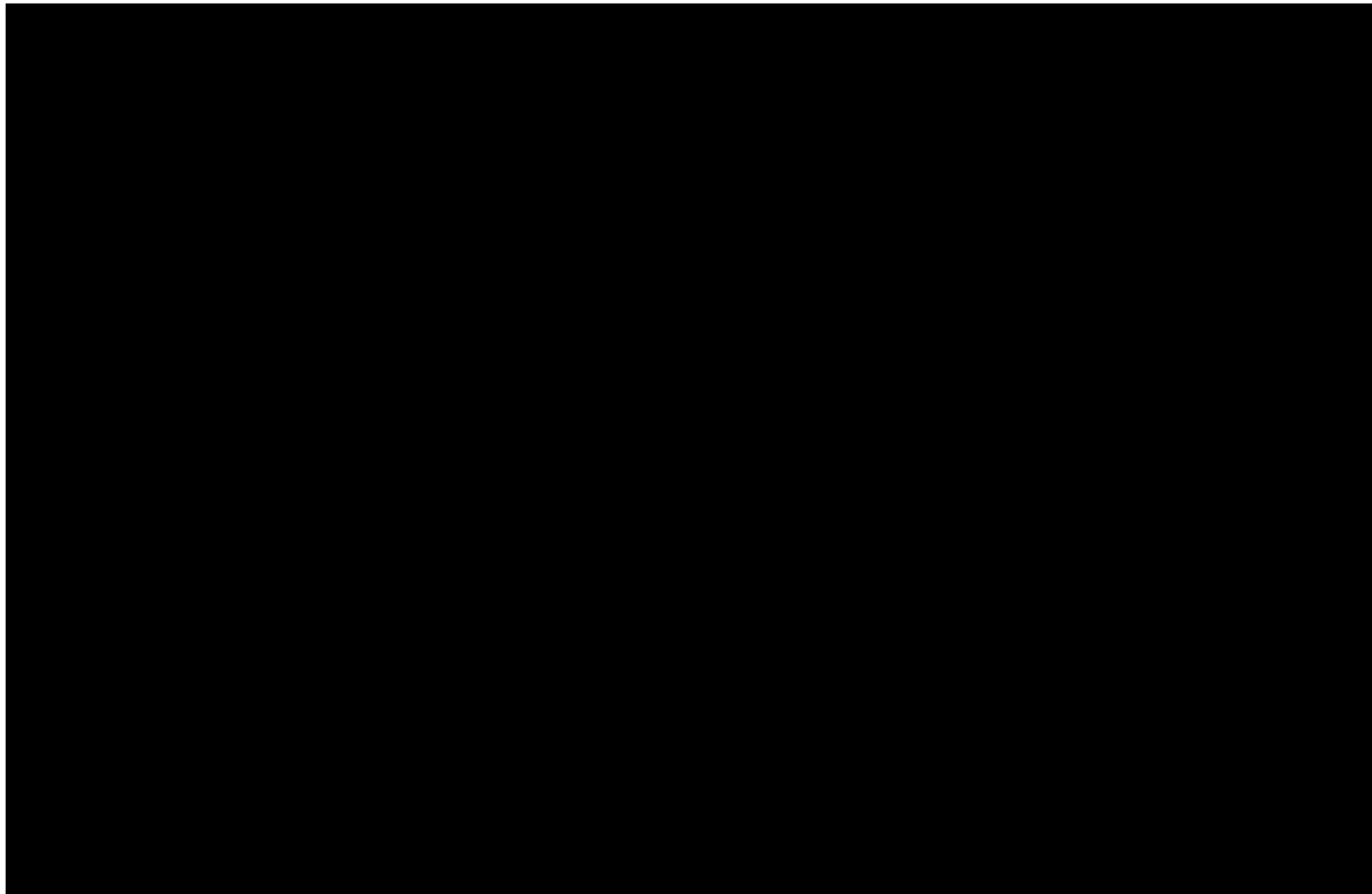
The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is

2 weeks

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

Six (6) years



X18: Limitation of liability

If Option X18 is used	The <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	<div></div>
	For any one event, the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	<div></div>
	The <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	<div></div>
	The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	<div></div>
	The <i>end of liability date</i> is <div>Six (6)</div> years after the Completion of the whole of the <i>works</i>	

Y(UK)1: Project Bank Account

Charges made and interest paid by the <i>project bank</i>	The <i>Contractor</i> <u>is not</u> to pay any charges made and to be paid any interest paid by the <i>project bank</i> (Delete as applicable)
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Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996



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



Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used

term

beneficiary

<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>
<div></div>	<div></div>

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

term

beneficiary

<div></div>	<div></div>
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Z: Additional conditions of contract

If Option Z is used

The additional conditions of contract are

Z1 Correctness of Site Information and other documents

Z1.1 Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Client*, but is not warranted correct. Clause 60.3 does not apply to such Site Information and the Contractor is responsible for checking the correctness of any such Site Information they rely on for the purpose of pricing for or providing the *works*.

Z1.2 Information regarding construction methods or processes referred to in pre contract health and safety plans are provided in good faith by the *Client* but are not warranted correct (except for the purpose of promoting high standards of health and safety) and the Contractor is responsible for checking the correctness of any such information they rely on for the purpose of pricing for, or providing the *works*.

~~Z 2A: Risk transfer: Physical conditions within the Site~~

~~Clause 60.1 (12) is deleted from this contract.~~

Z 2B: Water levels: Contractor's risk

Clause 60.1 (12) second bullet point is amended to: "are not weather conditions or floods and"

Z3 Prevention: No change to prices

Z 4 Schedule of Cost Components and Prices (Option C and E)

Z 6 Payment for Work

Z7 Contractor's share

[REDACTED]

Z11Y(UK) 3 The Contracts (Rights of Third Parties) Act 1999

Z11.1 The *Contractor* warrants all design complies with the contract whether undertaken by the *Contractor* or by sub-contractors.

Z11.2 All contracts for design employed by the *Contractor* must include:

- Y(UK)3 The Contracts Rights of Third Parties) Act 1999
- A requirement for the *Contractor's* sub-contractor to hold Professional indemnity insurance to the same level as the cover specified for the *Contractor* in this Call-off contract
- A clause to give the *Client* (the [REDACTED]) the right to enforce the provisions of the Contracts (Right of Third Parties) Act 1999,
- A clause to ensure that neither the *Contractor* nor their sub-contractor can alter the provisions of their sub-contract without the consent of the *Client*
- A clause to ensure that the *Client's* rights against the sub-contractor under this agreement shall be subject to the same conditions, limitations and exclusions as apply to the *Contractor's* rights against the design consultant under this agreement
- A clause to state that except as provided in clause Z11.1, the agreement does not create any right enforceable by any person who is not a party to it (Other Party) under the Contracts (Rights of Third Parties) Act 1999, but the clause does not affect any right or remedy of any other party which exists or is available apart from that Act.

Z16 Disallowed Costs

[REDACTED]

Z19 Linked contracts

Delays and additional cost on this contract resulting from the *Contractor's* fault or error on a previous contract on this project or programme will be a Disallowable cost under this contract and not be a Compensation event under this contract.

Z20 Defect Dates for Sections

Where a section of the *works* is defined and is located in a separate area of the Site, the time to the *defects date* for that section is the defined period after the Completion of that section , and is defined in the Contract Data.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

b) The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date.

c) The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due.

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

Name (3)

Job

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

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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 activity schedule 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

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 Schedule of Cost Components

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
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>
<div></div>	<div></div>	<div></div>

Equipment	rate

category of person	rate

category of person	rate

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