



Engineering and Construction Contract

OPTION A: PRICED 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)
V 1.1	Mereway Tilting Weir ECC



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Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

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

1 General

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

Main Option Option for resolving and avoiding disputes

Secondary Options

X2 Changes in the law
X10 Information Modelling
X11- Termination by the *Client*
X15 the *Contractor's design*
X18 – Limitation of Liability
Y(UK)2 - The Housing Grants, Construction and Regeneration Act 1996
Y(UK)3 The Contracts (Rights of Third Parties) Act 1999

Z Additional *Client* clauses

The *works* are

The replacement of the existing motor control centre (MCC) backplate and door of the common controls and telemetry sections and write programmable logic controller (PLC) and Human Machine Interface (HMI) software to control and monitor the asset.

The *Client* is

Name

Address for communications

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Address for electronic communication

The *Supervisor* is

Name

Address for communications

Address for electronic communication

The Scope is in

Scope document: AOMR ECC Scope- Mereway Tilting Weir Electrical Refurbishment – FINAL v4, 29/10/2024

The Site Information is in

ENV0005965C - Mereway Tilting Weir - Site Information v1

The *boundaries of the site* are

ENV0005965C- Mereway Tilting Weir- Site Boundary

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

One (1) week

except that

- The *period for reply* for

[not used]

is

[not used]

- The *period for reply* for

[not used]

is

[not used]

The following matters will be included in the Early Warning Register

Not applicable

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

4 weeks

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

condition to be met

key date

(1) [not used]

[not used]

(2) [not used]

[not used]

(3) [not used]

[not used]

3 Time

The *starting date* is

18/11/2024

The *access dates* are

part of the Site

date

(1) All areas of the Site

18/11/2024

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

Four (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

30/06/2025

Taking over the *works* before the *Completion Date*

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

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

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

Two (2) weeks

4 Quality management

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

Two (2) weeks

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

Fifty Two (52) weeks

The *defect correction period* is Two (2) Weeks except that

• The *defect correction period* for none is none

• The *defect correction period* for none is none

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

rate of the 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

6 Compensation events

The place where weather is to be recorded is

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 hours GMT

and these measurements:

The *weather measurements* are supplied by

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

which were recorded at

and which are available from

Where no recorded data are available

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

Option A is used

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

%

If there are additional compensation events

These are additional compensation events

Engineering and Construction Contract Option A

[none]

8 Liabilities and insurance

If there are additional
Client's liabilities

These are additional *Client's* liabilities

(1) NONE

(2)

(3)

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

£1,000,000

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 of 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

Nil

Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

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

Name (1)

Address for communications

Address for electronic communication

Name (2)

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

The Institution of Engineering and
Technology

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	
(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	
(2)		
(3)		
(4)		

The delay damages for the remainder of the *works* are

X10: Information modelling

If Option X10 is used If no <i>information execution plan</i> 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	[add] value of the contract.
	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

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	Six (6) years
	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	50% of Contract value
	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	1.2 time the Contract Price
	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	50% value of the Contract
	The <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	50% value of the Contract
	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	Value of the contract
	The <i>end of liability date</i> is	Six (6) years after the Completion of the whole of the works

Y(UK)1: Project Bank Account

Charges made and interest paid by the *project bank*

The *Contractor* **is** to pay any charges made and to be paid any interest paid by the *project bank* (Delete as applicable)

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

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

The period for payment is days after the date on which payment becomes due

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

If Option Y(UK)3 is used

term

beneficiary

No term under this contract

No beneficiary under this contract

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

Z Clauses

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*.

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

Z3 Prevention: No change to prices

Delete first sentence of clause 62.2 and replace with:

"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the *Completion Date* and Key Dates assessed by the *Contractor*. Quotations for the compensation event described in 60.1(19) comprise any delay to the *Completion Date* and Key Dates assessed by the *Contractor*."

Delete 'The' At start of clause 63.1 and replace with:

"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the..."

Z4 Schedule of Cost Components and Prices (Option A)

Z4.1 Where a rate is included in the Framework Pricing Schedule, the Prices in the Activity Schedule should be used in assessing the Price for Work Done to Date.

Z4.2 Where there is no rate in the Framework Pricing Schedule the Schedule of Cost Components in the NEC4 ECC should be used.

Z10 Payments to subcontractors, sub consultants and suppliers

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for *works* unless another alternative and appropriate form is proposed and agreed in accordance with clause 26.3. Payment to subcontractors will be 28 days from the assessment date.

If the *Contractor* does not achieve payments within these timescales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services or goods.

Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

Z16 Disallowed Costs

Add the following bullets to clause 11.2 (26) Disallowed costs

- was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.
- was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan.
- was incurred as a result of rectifying a non-compliance with the call off contracts following an audit.

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.

Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Project Manager's* certificate.

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Project Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following

Insurance certificates are to be submitted to the *Client* on an annual basis.

Z31 ECC – Price Adjustment for Inflation

The *Client* recognises the ongoing pricing uncertainty with regards to inflation. The *Client* will mitigate this uncertainty through this clause.

Z31.1 Defined terms:

- a) The index is Office for National Statistics (ONS) Average Weekly Earnings index (Construction)(AWE) 1 – month rate).
- 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.
- d) The Price Adjustment Factor (PAF) at each date of assessment of an amount due is $0.9((L-B)/B)$.

Z31.2 Application rules.

The provisions of this clause [Z31] shall apply provided that:

- a) The Price for Work Done to Date is less than or equal to the total of the Prices and
- b) Inflation remains positive i.e. L is greater than B.

Z31.3 Price Adjustment Factor.

If an index is changed after it has been used in calculating a PAF, the calculation is not changed. The PAF calculated at the last assessment date before the *Completion Date* for the whole of the *works* is used for calculating an amount for price adjustment after that date.

Z31.4 Price adjustment Options A and B.

NOT USED

Z31.5 Price adjustment Options C and D.

Each time the amount due is assessed, an amount for price adjustment is added to the total of the Prices which is the change in the Price for Work Done to Date since the last assessment of the amount due multiplied by $(PAF/(1+PAF))$.

Z31.6 Compensation events.

NOT USED

Z111 ECC - Fee adjustment for non compliance with Scope

Delete existing 11.2 (10) and replace with the following clause

The Fee is the amount calculated by applying the *fee percentage* to the Defined Cost excluding the cost of Sub-contractors that have not complied with procurement by best value processes as defined in the Scope. 80% of the *fee percentage* is applied to the amount of the Defined Cost for Sub-contractors that have not complied with procurement by best value processes as defined in the Scope.

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

Fairfield Control Systems Limited

Address for communications

Address for electronic communication

The *fee percentage* is

The *working areas* are

Mereway Tilting Weir

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

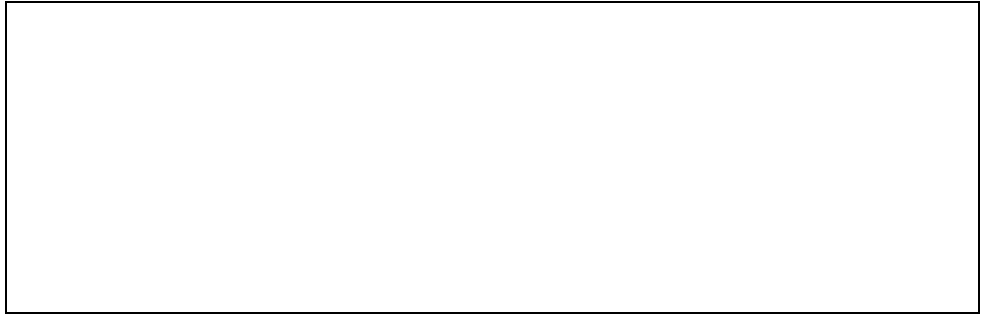
Job

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 The Scope provided by the *Contractor* for its design is in Scope for its design

3 Time

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

APP A QEAFE0009
Mereway Tilting Weir
Refurbishment A01

If the *Contractor* is to decide the *Completion Date* for the whole of the *works* The *Completion Date* for the whole of the *works*

5 Payment

The *activity schedule* is

Appendix B - Activity schedule

The tendered total of the Prices is

Resolving and avoiding disputes

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

Name(1)

Address for communications

Address for electronic communication

Name(2)

Address for communications

Address for electronic communication

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

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 as per the AOMR Framework Workbook plus below:

category of person

unit

rate

[REDACTED]

[REDACTED]

The rates for other Equipment are

Equipment

rate

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