



# Engineering and Construction Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

June 2017

(with amendments January 2019)

## Form of Agreement and Contract Data

## FORM OF AGREEMENT

This agreement is made on the 9<sup>th</sup> day of April 2020 between

- Highways England Company Limited (the *Client*) and
- Acorn Partitions and Storage Systems Ltd (the *Contractor*)

The *Client* wishes to have the following works provided

the design and construction of an office fit out to the lower 3 floors at Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, ME14 3EN

The *Contractor* will Provide the Works in accordance with the *conditions of contract* identified in the Contract Data.

The *Client* will pay the *Contractor* the amount due and carry out its duties in accordance with the *conditions of contract* identified in the Contract Data.

The documents forming this agreement are:

- Contract Data part one
- Contract Data part two
- NEC4 Engineering and Construction Contract Option A priced contract with activity schedule June 2017 (with amendments January 2019)
- Highways England, Area 4 Maidstone, Office Fit Out – Volume 1 – Scope v2 incorporating specifications, drawings and other information within Annexes A-Y
- Highways England, Area 4 Maidstone, Office Fit Out – Volume 2 – Contract Data
- Highways England, Area 4 Maidstone, Office Fit Out – Volume 3 – General Information
- APSS Proposal for Highways England, March 20<sup>th</sup> 2020
- Highways England, Office Fit Out, Maidstone – APSS Tender Queries
- Highways England, Area 4 Office Fit Out, Maidstone – Pricing Document
- Highways England, Area 4 Office Fit Out, Maidstone – Activity Schedule

Executed as a Deed by the *Client*

by [REDACTED] [REDACTED] .....

and

by [REDACTED] [REDACTED] .....

Executed as a Deed by the *Contractor*

by [REDACTED] [REDACTED] .....

and

by [REDACTED] [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 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)

Option for resolving and avoiding disputes

W2

Secondary Options

X2, X7, X8, X9, X11, X13, X15, X16, Y(UK)2

The works are

the design and construction of an office fit out to the lower 3 floors at Towergate House, Eclipse Park, Sittingbourne Road, Maidstone, ME14 3EN

The Client is

Name

Highways England Company Limited

Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications

[REDACTED]

The Project Manager is

Name

Gleeds Cost Management Ltd

Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications

[REDACTED]

The Supervisor is

Name

Gleeds Cost Management Ltd

Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications

[REDACTED]

The Scope is in

The Site Information is in

The *boundaries of the site* are

The *language of the contract* is

The *law of the contract* is the law of

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

- Potential effect on the landlord's areas
- Potential effect on the existing tenant

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</i> to be met	<i>key date</i>
(1)	<input type="text" value="Completion of all works to the 2&lt;sup&gt;nd&lt;/sup&gt; floor"/>	<input type="text" value="17 July 2020"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>

## 3 Time

The *starting date* is

The *access dates* are

	part of the Site	date
(1)	Entire site	27 April 2020
(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* is

Taking over the *works* before the Completion Date The *Client* ~~is~~ **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 a defect occurring following Completion or take over by the *Client* is
- The *defect correction period* for a defect occurring following Completion or take over by the *Client* is

## 5 Payment

The *currency of the contract* is the

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 site offices

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 08.00 hours GMT

and these measurements:

none

The *weather measurements* are supplied by

The Met Office

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

which were recorded at

The nearest Met Office weather station

and which are available from

The 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

not applicable

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

none

## 8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

- (2)
- (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

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

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

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      | loss or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor</i> Providing the Works |
| Minimum amount of cover is | <input type="text" value="£10,000,000"/>  |
| The deductibles are        | <input type="text"/>  |
| (2) Insurance against      | <input type="text"/>  |
| Minimum amount of cover is | <input type="text"/>  |
| The deductibles are        | <input type="text"/>  |
| (3) Insurance against      | <input type="text"/>  |
| Minimum amount of cover is | <input type="text"/>  |
| The deductibles are        | <input type="text"/>  |

If additional insurances are to be provided

The *Client* provides these additional insurances

- |                            |                      |
|----------------------------|----------------------|
| (1) Insurance against      | <input type="text"/> |
| Minimum amount of cover is | <input type="text"/> |
| The deductibles are        | <input type="text"/> |
| (2) Insurance against      | <input type="text"/> |
| Minimum amount of cover is | <input type="text"/> |
| The deductibles are        | <input type="text"/> |

(3) Insurance against

Minimum amount of cover is

The deductibles are

The *Contractor* 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

## Resolving and avoiding disputes

The *tribunal* is

If the *tribunal* is arbitration | The *arbitration procedure* is

The place where arbitration is to be held is

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

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

Name (1)

Address for communications

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

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  months longer than

The *Dispute Avoidance Board nominating body* is

**X1: Price adjustment for inflation**

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0.	<input type="text"/>	linked to the index for	<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>	non-adjustable	<input type="text"/>
1.00	<input type="text"/>		

The *base date* for indices is

These indices are

**X3: Multiple currencies**

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

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 *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(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"/>

### X6: Bonus for early Completion

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

<i>section</i>	<i>description</i>	<i>amount per day</i>
(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 bonus for the remainder of the <i>works</i> is		<input type="text"/>

### X7: Delay damages

If Option X7 is used without Option X5

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

£0 for a period of 14 days followed by £500 per day for a period of 7 days followed by £1,000 per day for a period of 7 days followed by £1,500 per day for a period of 7 days followed by £2,000 per day thereafter

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)	<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 the <i>works</i> are		<input type="text"/>

**X8: Undertakings to the *Client* or Others**

If Option X8 is used

The *undertakings*  
to *Others* are  
provided to

not applicable

The *Subcontractor undertaking to Others* are  
works

provided to

not applicable

The *Subcontractor undertaking to the Client* are  
works

Architectural services  
Electrical services  
Mechanical services  
Any other party with a design responsibility

**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

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)**

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

If Option X13 is used	The amount of the performance bond is	<input type="text" value="10% of the tender total"/>
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### X14: Advanced payment to the *Contractor*

If Option X14 is used	The amount of the advanced payment is	<input type="text"/>
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The period after the Contract Date from which the <i>Contractor</i> repays the instalments in assessments is	<input type="text"/>
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The instalments are (either an amount or a percentage of the payment otherwise due)	<input type="text"/>
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Advanced payment bond	An advanced payment bond <u>is/is not</u> required (Delete as applicable)
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**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

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

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

**X16: Retention**

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**

If Option X17 is used      The amounts for low performance damages are

amount		performance level
<input type="text"/>	for	<input type="text"/>
<input type="text"/>	for	<input type="text"/>
<input type="text"/>	for	<input type="text"/>
<input type="text"/>	for	<input type="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 of or damage to the *Client's* property is limited to

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

The *end of liability date* is  years after the 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

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

## Y(UK)1: Project Bank Account

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

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	<input type="text" value="The provisions of Options Y(UK)1"/>	<input type="text" value="Named Suppliers"/>

## Z: Additional conditions of contract

If Option Z is used The *additional conditions of contract* are

## 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

Acorn Partitions and Storage Systems Ltd

Address for communications

[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications

[REDACTED]

The *fee percentage* is

[REDACTED] %

The *working areas* are

As defined in clause S205-02 of the Scope

The *key persons* are

Name (1)

[REDACTED]

Job

Managing Director

Responsibilities

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Qualifications

[REDACTED]  
[REDACTED]

Experience

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Name (2)

[REDACTED]

Job

Project Manager

Responsibilities

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Qualifications

[REDACTED]  
[REDACTED]

Experience

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

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	not applicable
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## 3 Time

If a programme is to be identified in the Contract Data	The programme identified in the Contract Data is	Highways England Building rev 05
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If the Contractor is to decide the completion date for the whole of the works	The completion date for the whole of the works	17 August 2020
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## 5 Payment

The activity schedule is	Highways England Area 4 Office Fit Out, Maidstone Activity Schedule
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The tendered total of the Prices is	£1,921,574.24
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## Resolving and avoiding disputes

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

Name(1)	[REDACTED]
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Address for communications	[REDACTED]
----------------------------	------------

Address for electronic communications	[REDACTED]
---------------------------------------	------------

Name(2)	[REDACTED]
---------	------------

Address for communications	[REDACTED]
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Address for electronic communications	[REDACTED]
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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
<input type="text"/>	<input type="text"/>

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

category of person	rate
<input type="text"/>	<input type="text"/>

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

category of person	rate
<input type="text"/>	<input type="text"/>

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