

CONTRACT DATA

Part one – Data provided by the Employer

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

Statements given in all contracts
1 General

- The *conditions of contract* are the core clauses and the clauses for main Option **A**, dispute resolution Option **W2** and secondary Options **X7, X16** of the NEC3 Engineering and Construction Contract April 2013.
- The *works* are
STW Upgrade – replacement of the Kiosks, refurbishment of stairs and control panel upgrades.....
- The *Employer* is
Name College of Policing.....
.....
Address. College of Policing, Leamington Road, Ryton-on-Dunsmore, CV8 3EN
- The *Project Manager* is
Name Gleeds Cost Management Ltd
Address 1st Floor, 11 Station Street, Nottingham, NG2 3AJ
- The *Supervisor* is
Name Gleeds Cost Management Ltd
Address 1st Floor, 11 Station Street, Nottingham, NG2 3AJ
- The *Adjudicator* is
Name Dispute Resolution Services, RICS
Address Surveyor Court, Westwood Way, Coventry, CV4 8JE
- The *Works Information* is in
The Specification and Drawings produced by Gleeds
- The *Site Information* is in
The tender documents and contained on site within the facilities management office
- The *boundaries of the site* are detailed in A12/10
- The *language of this contract* is English
- The *law of the contract* is the law of England & Wales
- The *period for reply* is 1 week
- The *Adjudicator nominating body* is Royal Institution of Chartered Surveyors
- The *tribunal* is Arbitration
- The following matters will be included in the Risk Register
.....
.....
.....
- The *starting date* is TBC – provisionally March 2025.....
- The *access dates* are

3 Time

Part of the Site Date

1. . Sewerage Treatment Plant
2.
3.

4 Testing and Defects

- The *Contractor* submits revised programmes at intervals no longer than 4 weeks.
- The *defects date* is 52 weeks after Completion of the whole of the *works*.
- The *defect correction period* is 2 weeks except that
- The *defect correction period* for critical items is 24 hours
- Critical Defects are defects affecting the security systems, access, fire alarm systems, building heating systems, building potable water supplies and building mains electricity supply systems

5 Payment

- The *currency of this contract* is pounds sterling.
- The *assessment interval* is one calendar month.
- The *interest rate* is 2 % per annum (not less than 2) above the base rate of the Royal Bank of Scotland.
- The *address for invoices* is

Finance
College of Policing
Leamington Road,
Ryton-on-Dunsmore,
Coventry,
CV8 3EN

6 Compensation events

- The place where weather is to be recorded is MET Office weather data collection center Coventry Airport
- 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 0800 hours GMT
 - and these measurements:

.
.
.

- The *weather measurements* are supplied by Meteorological Office
- 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 return *weather data* for each *weather measurement* for each calendar month are
.
.
.
.

8 Risks and insurance

- The minimum limit of indemnity for insurance in respect of 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*) caused by

activity in connection with this contract for any one event is

£10,000,000 Ten Million Pounds

- The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is

£10,000,000 Ten Million Pounds

9 Termination

W2(5)

Escalation Procedure

- The warning notice period is 1 week

The Employers representative for the purpose of clause W2.5(2) is:

TBC

Optional statements

If the *tribunal* is arbitration

- The *arbitration procedure* is latest versions of the Construction Industry Model Arbitration Rules

- The place where arbitration is to be held is

Royal Institution of Chartered Surveyors, 12 Great George Street, Parliament Square, London, SW1P 3AD

- 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

....TBC.....

If the *Employer* has decided the *completion date* for the whole of the works

- The *completion date* for the whole of the works is TBC – March 2025

If the *Employer* is not willing to take over the works before the Completion Date

- ~~The *Employer* is not willing to take over the works before the Completion Date.~~

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

- The *Contractor* is to submit a first programme for acceptance within 2 weeks of the Contract Date.

If the *Employer* has identified work which is 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..... | |
|--------|-------|

| | |
|--------|-------|
| 2..... | |
|--------|-------|

| | |
|--------|-------|
| 3..... | |
|--------|-------|

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

If Y(UK)2 is used and the final date for payment is not 14 days after the date when payment is due

- The period for payment is 30 days from receipt of the *Contractor's invoice*.

If there are additional *Employer's* risks

- These are additional *Employer's* risks

| |
|--------|
| 1..... |
|--------|

| |
|--------|
| 2..... |
|--------|

| |
|--------|
| 3..... |
|--------|

If the *Employer* 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 *Employer* for an amount of

If the *Employer* is to provide any of the insurances stated in the Insurance Table

- The *Employer* provides these insurances from the Insurance Table
 - 1. Insurance against
Cover/indemnity is
The deductibles are
 - 2. Insurance against
Cover/indemnity is
The deductibles are
 - 3. Insurance against
Cover/indemnity is
The deductibles are

If additional insurances are to be provided

- The *Employer* provides these additional insurances
 - 1. Insurance against
Cover/indemnity is
The deductibles are
 - 2. Insurance against
Cover/indemnity is
The deductibles are
 - 3. Insurance against
Cover/indemnity is
The deductibles are
- The *Contractor* provides these additional insurances
 - 1. Insurance against
Cover/indemnity is
 - 2. Insurance against
Cover/indemnity is
 - 3. Insurance against
Cover/indemnity is

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
- The indices are those prepared by

If Option X3 is used

- The *Employer* 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).

If Option X5 is used

- The *completion date* for each section of the works is

| section | description | completion date |
|---------|-------------|-----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

If Options X5 and X6 are used together

- The bonus for each *section* of the works is

| section | description | amount per day |
|-----------------------------|-------------|----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| Remainder of the works..... | | |

If Options X5 and X7 are used together

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

| section | description | amount per day |
|-----------------------------|-------------|----------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| Remainder of the works..... | | |

If Option X6 is used (but not if Option X5 is also used)

- The bonus for the whole of the *works* is per day.

If Option X7 is used (but not if Option X5 is also used)

- Delay damages for Completion of the whole of the *works* are £100 per day.

If Option X12 is used

- The *Client* is

Name

Address

.....

- The *Client's* objective is

.....

.....

.....

.....

.....

.....

- The Partnering Information is in

.....

If Option X13 is used

- The amount of the performance bond is

If Option X14 is used

- The amount of the advanced payment is
- The *Contractor* repays the instalments in assessments starting not less than weeks after the Contract Date.
- The instalments are

 (either an amount or a percentage of the payment otherwise due)
- An advanced payment bond is/is not required.

If Option X16 is used

- The *retention free amount* is Nil
- The *retention percentage* is 5%.

If Option X17 is used

- The amounts for low performance damages are
 amount performance level
 for
 for
 for
 for

If Option X18 is used

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to
- For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to
- The *Contractor's* liability for Defects due to his design which are not listed on the Defects Certificate is limited to
- The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than excluded matters, is limited to
- The *end of liability date* is years after the Completion of the whole of the works.

If Option X20 is used (but not if Option X12 is also 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.

If Option Y(UK)1 is used and the *Employer* is to pay any charges made and is paid any interest paid by the *project bank*

- The *Employer* is to pay any charges made and is paid any interest paid by the *project bank*.

If Option Y(UK)3 is used

- term person or organisation

If Options Y(UK)1 and Y(UK)3 are both used

- 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.

Statements given in all contracts

- The Contractor is
Name
Address.
.....
- The direct fee percentage is. %.
- The subcontracted fee percentage is %.
- The working areas are the Site and
- The key people are
(1) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
(2) Name
Job
Responsibilities
.....
Qualifications
Experience
.....
- The following matters will be included in the Risk Register
.....
.....
.....
.....

Optional statements

- If the Contractor is to provide Works Information for his design
- The Works Information for the Contractor's design is
.. Modifications to flow controls
.. Pulsar control upgrade
.. Pipe Lagging replacement
.....
.....
- 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.
- If Option Y(UK)1 is used
- The project bank is
• named suppliers are
-

Data for the Shorter
Schedule of Cost
Components

-
- The *activity schedule* is
 - The tendered total of the Prices is.
 - The percentage for people overheads is %.
 - The published list of Equipment is the last edition 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 | size or capacity | rate |
|-----------|------------------|-------|
| | | |
| | | |
| | | |
| | | |
 - The hourly rates for Defined Cost of design outside the Working Areas are

| category of employee | hourly rate |
|----------------------|-------------|
| | |
| | |
| | |
| | |
 - The percentage for design overheads is %.
 - The categories of design employees whose travelling expenses to and from the Working Areas are included in Defined Cost are
.....
.....
.....
.....