



Fframwaith Contractwyr Rhanbarthol
De-Orllewin Cymru
South West Wales
Regional Contractors Framework

DATED

13 February

20 23

(1) CARMARTHENSHIRE COUNTY COUNCIL

and

(2) BOUYGUES (U.K) LIMITED

AGREEMENT FOR AN NEC3 ENGINEERING AND CONSTRUCTION CONTRACT
Relating to DEVELOPMENT OF PENTRE AWEL – ZONE 1

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Dated this 13 day of February

20 23

THIS AGREEMENT IS MADE BETWEEN

- (1) **CARMARTHENSHIRE COUNTY COUNCIL** (whose registered number is **N/A** and whose registered office is at **County Hall, Carmarthen, SA31 1JP** (the “**Employer**”); and
- (2) **BOUYGUES (U.K) LIMITED** incorporated and registered in England and Wales with company number 03460378 whose registered office is at Becket House, 1 Lambeth Palace Road, London, United Kingdom, SE1 7EU (the “**Contractor**”).

1. Introduction and Background

- 1.1 Carmarthenshire County Council (on behalf of itself and Other Participating Bodies) and the *Contractor* have entered into a Framework Agreement for the calling off of Contracts for the provision of certain works (“the Framework Agreement”).
- 1.2 The *Employer* wishes to appoint the *Contractor* to Provide the Works at the Site as part of that framework.
- 1.3 The *Contractor* has agreed to Provide the Works in accordance with the conditions of contract specified in clause 5 of this Agreement.

Agreed Terms

2. Interpretation

- 2.1 Unless the context otherwise requires:
- (a) any term used with initial capital letters has the meaning given to it in the conditions of contract; and
- (b) any italicised term has the meaning given to it in the Contract Data.

3. Contractor's responsibilities

The *Contractor* will Provide the Works and comply with his obligations in accordance with the conditions of contract specified in clause 5 below.

4. Employer's responsibilities

The *Employer* will pay the *Contractor* for the *works* and carry out his other duties in relation to them in accordance with the conditions of contract.

5. Contract for the works

The contract for the *works* (“Contract”) comprises: -

- 5.1 This form of agreement;
- 5.2 the conditions of contract in the form of (a) the NEC3 Professional Services Contract April 2013 edition in respect of Stage 1 (pre-construction); and (b) the NEC3 Engineering and Construction Contract April 2013 edition in respect of Stage 2 (construction), incorporating Option A Priced Contract with Activity Schedule and the other options as set out in paragraph 1 (General) of the Contract Data;
- 5.3 the completed Contract Data available at Annex 1;
- 5.4 the Option Z Amendments and appendices amending the *conditions of contract* at Annex 2 to this Agreement; and
- 5.5 the annexes below, being:
 - i. Annex 3A - The Works Information
 - ii. Annex 3B - The Site Information
 - iii. Annex 4 – Community Benefits Plan
 - iv. Annex 5 - Form of Trust Deed – Project Bank Account
 - v. Annex 6 - Form of Parent Company Guarantee
 - vi. Annex 7- Form of Performance Bond
 - vii. Annex 8 - Form of Contractor Warranty
 - viii. Annex 9A - Form of Contractor Consultant Warranty to Employer
 - ix. Annex 9B - Form of Contractor Consultant Warranty to Beneficiary
 - x. Annex 10A - Form of Sub-Contractor Warranty to Employer
 - xi. Annex 10B - Form of Sub-Contractor Warranty to Beneficiary
 - xii. Annex 11 - Procurement Plan
 - xiii. Annex 12 - Compound Plan
 - xiv. Annex 13 – Not used
 - xv. Annex 14 - Japanese Knotweed Plan
 - xvi. Annex 15 - Opportunities Savings Schedule
 - xvii. Annex 16 - Price Adjustment Schedule

6. Priority of documents

- 6.1 If there is any ambiguity, inconsistency or conflict in or between the documents comprising this contract, the priority of the documents is in accordance with the following sequence:

- (1) this Agreement;
- (2) the conditions of contract;
- (3) the completed Contract Data;
- (4) the Works Information;
- (5) the Site Information;
- (6) any other annex or document forming part of the contract.

6.2 The *Employer* or the *Contractor* notifies the other as soon as either becomes aware of any such ambiguity or inconsistency in or between the documents which are part of this contract. The *Employer* gives an instruction resolving the ambiguity or inconsistency. Notwithstanding any other provision of this contract, any such ambiguity, inconsistency and/or instruction is not a compensation event in accordance with the *conditions of contract*, and does not result in any increase in the total of the Prices or any delay to the Completion Date.

7. Limitation

7.1 The period of limitation of liability is 12 years from Completion.

SIGNED on behalf of the *Employer* by

DocuSigned by:
Linda Rees Jones
...860202B8B1474AB...

Name: Linda Rees Jones

two Authorised Signatories

DocuSigned by:
Chris Moore
...DCBC76613F6544F...

Name: Chris Moore

SIGNED by the **Contractor** under a power of attorney dated 10 February 2023

Attorney

DocuSigned by:
Simon Barnes
.....
7F51C95933954DF...

Name: Simon Barnes

In the presence of

Witness signature

DocuSigned by:
Emma Wiltshire
.....
A465C279D5864C8...

Witness Name

Emma Wiltshire
.....

Witness Address

Beaufort Court, Beaufort Park
.....

Annex 1 COMPLETED CONTRACT DATA