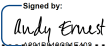
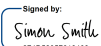
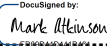


Call Off Contract	
Date:	December 12, 2024 3:37 PM GMT
Reference:	Penrhos Substation Rebuild, (101557 – 203099) (WS4665710003)
Client:	NATIONAL GRID ELECTRICITY TRANSMISSION PLC a company registered in England under Company Number 02366977 whose registered office is situated at 1-3 Strand, London WC2N 5EH
Contractor:	MORGAN SINDALL CONSTRUCTION & INFRASTRUCTURE LTD a company registered in England under Company Number 4273754 whose registered office is Kent House, 14-17 Market Place, London W1W 8AJ
<p>This Call Off Contract is governed by and issued under the terms and conditions of the Framework Agreement dated 28 February 2021 (as amended by the deed of variation dated 15 December 2022) between National Grid UK Limited and the Contractor ("the Framework Agreement") and incorporates the rights and obligations set out in the Framework Agreement including the terms and conditions at Schedule 2 (Contract Terms and Conditions) of the Framework Agreement.</p>	
<p>Save to the extent stated otherwise, defined terms used in this Call Off Contract have the meaning given to them in the Framework Agreement.</p> <p>For the purposes of this Call-Off Contract "Parties" means the Client and the Contractor as identified above and "Party" shall be interpreted to mean either one of them.</p>	
<p>This Call Off Contract incorporates the Contract Data Parts 1 and 2 attached.</p>	
<p>This Call Off Contract comprises the entire understanding of the Parties and there are no other arrangements between the Parties relating to the subject matter of this Call Off Contract intended to form part of this Call Off Contract and neither Party has entered into this Call Off Contract in reliance upon any representation or undertaking given by the other Party or any other person (whether written or oral) which is not expressly incorporated into this Call Off Contract.</p>	
<p>Notwithstanding the manner of signature of this Call Off Contract it is agreed that the limitation period within which any claim may be brought by the Client is 12 years from Completion of all the <i>works</i> relating to this Call Off Contract.</p>	
<p>The Contractor agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.</p>	
<p>SIGNED BY NATIONAL GRID ELECTRICITY TRANSMISSION PLC (registered under company number 02366977)</p> <div><div>Signed by: </div><div>Signed Andy Ernest Name December 12, 2024 3:37 PM GMT Date Authorised signatory to sign</div></div>	
<p>SIGNED BY MORGAN SINDALL CONSTRUCTION & INFRASTRUCTURE LTD (registered under company number 4273754)</p> <div><div>Signed by: </div><div>Signed Simon Smith Name December 10, 2024 5:02 PM GMT Date Authorised signatory to sign</div></div>	<p>SIGNED BY MORGAN SINDALL CONSTRUCTION & INFRASTRUCTURE LTD (registered under company number 4273754)</p> <div><div>DocuSigned by: </div><div>Signed Mark Atkinson Name December 12, 2024 3:31 PM GMT Date Authorised signatory to sign</div></div>

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 and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2019 and October 2020) as amended and stated in Schedule 2 (Contract Terms and Conditions) of the Framework Agreement

Main Option

C

Option for
resolving and
avoiding
disputes

W2

Secondary
Options

- X2, X11, X15, X18, X21, Y(UK)2 and Z Clauses (as stated in Schedule 2 of the Framework Agreement); and
- X1, X5, X7, X16, X22 and Z Clauses Z10-Z15

The *works* are

Re-build the previous AIS 132kV substation into a conventional GIS solution with x3 customer bays, x2 feeder bays, x1 bus coupler bay, x2 bus section bays (8 bays in total) and a bus coupler and all associated M&E, and civils etc.

Replace existing oil-filled cable system with XLPE for a summer rating no less than 400MVA and creation of P&C system to facilitate three-ended circuit between Wylfa, Ceagioeleog (SPEN) & Penrhos.

Stage One:

- GIS design to a position where an order can be placed
- Place order for GIS plant (10 bays, 8 + 2 spare)
- Protection & Control (P&C) design to a point where order of Protection & Control panels can be placed
- Place order of Protection & Control Panels
- Progress the design for the new GIS substation and cable routes to a point where the contractor can submit a target price and costed programme for the Option C Stage 2 contract

Stage Two:

- Completion of remaining Scope

and are called off from Lot

3

of the Framework
Agreement

The *Client* is

Name

National Grid Electricity Transmission
Plc

Address for communications

National Grid House,
Warwick Technology Park,
Gallows Hill,
Warwick,
CV34 6DA

Address for electronic communications

John.Twomey@nationalgrid.com

The *Project Manager* is

Name

Elliot Hobbs

Address for communications

National Grid House,
Warwick Technology Park,
Gallows Hill,
Warwick CV34 6DA

Address for electronic communications

Elliot.Hobbs@nationalgrid.com

The *Supervisor* is

Name

Joel Stockton

Address for communications

National Grid House,
Warwick Technology Park,
Gallows Hill,
Warwick CV34 6DA

Address for electronic communications

joel.stockton@nationalgrid.com

The Scope is in

The Documents titled:

- “Penrhos - Generic Scope” and appendices
- “Penrhos - NGET Project Specific Scope v3” and appendices

The Site Information is in

The document titled “Penrhos - NGET Site Information NEC4 - Sep 2023” version 1 dated September 2023 and appendices.

The *boundaries of the site* are

Described in section S1.3 Site Boundaries of the document titled “Penrhos - NGET Site Information NEC4 - Sep 2023” version 1 dated September 2023

The *language of the contract* is

English

The *law of the contract* is the law of

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

The *period for reply* is

two weeks

The following matters will be included in the Early Warning Register

None

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

once per calendar month

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)	Order placed for GIS plant	20 December 2024
(2)	Submission of the <i>Contractor’s</i> proposal for Stage Two	28 November 2025
(3)	Submission of all remaining tender deliverables	28 November 2025

Prior to issue of Notice to Proceed to Stage Two

- (a) Stage Two conditions to be met and Key Dates are proposed by the *Client* for the *Contractor* to consider their achievement in the *Contractor’s* programming and proposals for Stage Two.
- (b) Following review of the *Contractor’s* proposals for Stage Two, the Parties agree any revisions to the conditions to be met and Key Dates that shall apply to Stage Two.

Stage Two

(4)	I/O schedule/300 Sheets to be submitted to National Grid to facilitate DSS configuration by Others.	23 April 2027
(5)		
(6)		
(7)		

If Option C or E is used

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

once per calendar month

The *Contractor is* the Principal Contractor

The *Contractor is* the Principal Designer

3 Time

The *starting date* is

9 December 2024

The *access dates* are

part of the Site

Date

(1)	Access to the Site for surveys	9 December 2024
-----	--------------------------------	-----------------

	(2)	Access to the Whole of the Site	17 February 2025
Prior to issue of notice to proceed to Stage Two	(a)	Following review of the Contractor's proposals for Stage Two, the Parties agree any revisions to the access dates that shall apply to Stage Two.	
		The Contractor submits revised programmes at intervals no longer than	once per calendar month
If the Client has decided the completion date for the whole of the works		The completion date for the whole of the works is (to be confirmed by the Client's acceptance of the Contractor's proposal for Stage Two)	5 October 2028
Taking over the works before the completion date		The Client is not willing to take over the works before the Completion Date	

4 Quality Management

The period after the Contract Date within which the Contractor is to submit a quality policy statement and quality plan is	twelve weeks after the date of the Call Off Contract
The period between the Completion of the whole of the works and the defects date is	two years
The defect correction period is	two weeks except that
The defect correction period for	correcting a Defect where access depends on an outage being available is the end of the next available and appropriate outage

5 Payment

The currency of the contract is the	the pound sterling (GBP)
The assessment interval is	one calendar month after the date of each Call Off Contract
The interest rate is	2 % per annum (not less than 2) above the
base	rate of the Barclays Bank Plc bank

If Option C or D is used The Contractor's share percentages and the share ranges for Stage Two are:

share range	Contractor's share percentage
less than 80 %	0 %

from % to % %
 greater than % %

If Option C or E is used The *exchange rates* are those published in the Bank of England statistical database
 on

6 Compensation events

The place where the 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 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at hours GMT

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 are available from

If there are additional compensation events These are the additional compensation events

8 Liabilities and insurance

If there are additional *Client's* liabilities These are additional *Client's* liabilities

The insurances and amount of cover to be provided are stated in Clause 8 (Insurance) of the Framework Agreement.

9 Termination

If there are Key Outputs The *key outputs* are

Resolving and avoiding disputes

The *tribunal is*

If Option W1 and W2 are used The *Senior Representatives* of the *Client* are
 Name (1)

Address for communications	National Grid House Warwick Technology Park Gallows Hill Warwick Warwickshire CV34 6DA
Address for electronic communications	paul.kiddle@nationalgrid.com
Name (2)	John Twomey
Address for communications	National Grid House Warwick Technology Park Gallows Hill Warwick Warwickshire CV34 6DA
Address for electronic communications	John.Twomey@nationalgrid.com
The <i>Adjudicator nominating body</i> is	the Technology and Construction Solicitors' Association

X1: Price adjustment for inflation (used only with Options A and C)

If Option X1 is used The proportions used to calculate the Price Adjustment Factor for Stage Two only are to be proposed by the *Contractor* in the *Contractor's* Proposal for Stage Two and to be finalised by the Parties before issue of notice to proceed to Stage Two

[]	linked to the index for	4/CE/01 Civil Engineering Labour Series no. #4601
[]		4/CE/EL/01 Electrical Engineering Labour Series no. #4643
[]		4/CE/02 Management and Administration Series no. #4602
[]		4/CE/03 Professional Services Series no. #4603
[]		4/CE/EL/02 Electrical Engineering Materials Series no. #4644
[]		4/CE/20 Steel Sections Series no. #4620
[]		4/CE/EL/03 Electrical Cables Series no. #4645
[]		4/CE/27 DERV Fuel Series no. #4627
[]		BCIS Materials Cost Index Series no. #1171
[]		4/CE/05 Hired Plant Series no. #4605
[]		4/CE/06 Site Accommodation Series no. #4606

[]	CPIH INDEX 00: ALL ITEMS 2015=100
-------	--------------------------------------

1.00

The *base date* for indices is date in the *Contractor's* final proposal for Stage Two

These indices are

- BCIS Materials Cost Index prepared by BCIS online.
- Price Adjustment Formulae Indices Series 4 - Civil Engineering and related Specialist Engineering prepared by BCIS online.
- CPIH INDEX 00: ALL ITEMS 2015=100 prepared by Office for National Statistics

X5: Sectional Completion

If Option X5 is used The *completion date* for each *section* of the *works*

Stage One None

Stage Two

- (a) Stage Two Sectional Completion dates are proposed by the *Client* for the *Contractor* to consider their achievement in the *Contractor's* programming and proposals for Stage Two.
- (b) Following review of the *Contractor's* Proposal for Stage Two, the Parties agree any revisions to the descriptions and *completion dates* of the *sections* of the *works* that shall apply to Stage Two.

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	Available for Commercial Load (ACL)	12 July 2028
(2)		
(3)		

X7: Delay damages

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)	Available for Commercial Load (ACL)	£2,496.11
(2)		

The delay damages for the remainder of the *works* are £685.65

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 12 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,

stated in Clause 8 (Insurance) of the Framework Agreement

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

12 years

X16: Retention (not used with Option F)

If Option X16 is used	The <i>retention free amount</i> for Stage One is	Total of the Prices for Stage One
	The <i>retention percentage</i> for Stage One is	0.00 %
	The retention free amount for Stage Two is	Total of the Prices for Stage One
	The <i>retention percentage</i> for Stage Two is	5.00 %
Retention bond	The <i>contractor gives</i> the <i>Client</i> a retention bond if Option X16 is used	

X18: Limitations of liability

If Option X18 is used	The liability of either Party to the other for Consequential Loss is limited to	nil, save for the excluded matters stated in clause 1.1 of the Framework Agreement
	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	the lesser of 100% of the total of the Prices and £50,000,000 GBP
	The <i>end of liability</i> date is	12 years after the Completion of the whole of the works
	The <i>Contractor's</i> maximum aggregate liability for both delay damages under Option X7 (if Option X7 applies) and additional cost which the <i>Client</i> has paid or will incur pursuant to clause 25.3 is limited to	15% of the total of the Prices
	The <i>Contractor's</i> maximum aggregate liability per week for delay damages under Option X7 (if Option X7 applies) and additional cost which the <i>Client</i> has paid or will incur pursuant to clause 25.3 is limited to	£18,750 per week –

X22: Early Contractor involvement (used only with Options C and E)

If Option X22 is used	The Budget is	
	item	description
		amount
	(1)	Stage 1 outputs
		£7,555,242.59
	(2)	Stage 2
		£50,632,431.83
	Total	£58,187,674.42
	The <i>Contractor</i> prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than	
	once per calendar month	

The *Contractor* prepared forecasts of the total Project Cost at intervals no longer than

once per calendar month

If there are additional events which could change the Budget

These are additional events which could change the Budget are

(1) Ofgem decision

(2) Subcontractor pricing

(3)

The *budget incentive* is 0 % of the saving

A *Contractor's* share **shall not** be applied to the Stage One Works.

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 14 days after the date on which payment becomes due

The period for payment is 23 days after the date on which payment becomes due.

Z: Additional conditions of contract

If Option Z is used

The additional *conditions of contract* are as stated in Schedule 2 (Contract Terms and Conditions) of the Framework Agreement and

Z10	X22
Z10.1	For the purposes of clause X22.3, the <i>Contractor's</i> submission at the end of Stage One shall include reference to all relevant matters which require a change in any item in the Contract Data.
Z10.2	For the purposes of clause X22.5, if the <i>Project Manager</i> issues a notice to proceed to Stage Two, then the notice to proceed shall incorporate all relevant changes required to be made to the Contract Data to reflect the changes arising from the <i>Contractor's</i> submission.
Z11	Novation of Subcontract
Z11.1	The <i>Contractor</i> submits the subcontract with Hitachi Energy UK Ltd to the <i>Project Manager</i> pursuant to clause 26.3 for acceptance by the <i>Project Manager</i> .
Z11.2	If a notice to proceed to Stage Two is not issued for any reason, or if the Call-Off Contract is terminated, then within 14 days of receipt by the <i>Contractor</i> of a written request from the <i>Client</i> the <i>Contractor</i> novates the <i>Contractor's</i> subcontract with Hitachi Energy UK Ltd Limited to the <i>Client</i> , which subcontract has been accepted by the <i>Project Manager</i> pursuant to clause 26.3. The novation shall be in the form set out in Schedule 17 in the Framework Agreement
Z11.3	Upon novation of the <i>Contractor's</i> subcontract with Hitachi Energy UK Ltd to the <i>Client</i> then save in respect of any liability that cannot legally be limited the <i>Contractor</i> : <ol style="list-style-type: none"> is released from any and all existing liabilities, duties, and/or obligations; and will not owe any ongoing or future liability, duty or obligation to the <i>Client</i> whether in contract, tort (including negligence), breach of statutory duty or otherwise arising out of or in connection with Hitachi Energy UK Ltd Limited's works forming part of the <i>works</i>.

Z12 Schedule of Cost Components

Z12.1 Amend component 1 to the following:

“The following components of the cost of

- people who are employed by the *Contractor* and whose normal place of working is within the Working Areas,
- people who are employed by the *Contractor* and whose normal place of working is not within the Working Areas but who are working in the Working Areas, proportionate to the time they spend working in the Working Areas and
- the people listed in Contract Data who are employed by the *Contractor*, whose normal place of working is not within the Working Areas and who are working outside of the Working Areas other than on manufacture and fabrication and design.

If the *Project Manager* agrees, additional people may be assessed as if they were listed in the Contract Data.”

Z12.2 Add the following to the start of components 11, 12 and 13:

“For people who are directly employed by the *Contractor*,”

Z12.3 Amend component 14 to the following.

“For people who are not directly employed by the *Contractor* but are paid for by the *Contractor* according to the time they work, the amounts paid by the *Contractor*.”

Z13 Procurement of 132kV GIS plant

Z13.1 The *Contractor* submits to the *Client* its submission of its priced GIS plant procurement proposal.

Z13.2 On the *Client’s* acceptance of the *Contractor’s* priced GIS plant procurement proposal the *Contractor* procures the GIS as a part of Stage One within 7 days of the *Client’s* acceptance.

Z13.3 The *Client* pays the accepted price for the GIS plant according to the accepted staged payment profile upon the *Contractor* furnishing invoices as evidence of the price paid for the GIS plant.

Z14.1 Remedy for performance of OEM

Insert new definitions as follows:

11.2(59) Equipment Underperformance means the SAT test failure or failure of tests on commissioning of any equipment supplied by the OEM

11.2(60) OEM means Hitachi Energy UK Ltd, the original equipment manufacturer

11.2(61) OEM Delay means a delay to the delivery of the equipment supplied by the OEM or Equipment Underperformance

Z14.2

Z14.2.1	This clause Z14.2 applies notwithstanding the provisions of clause 6 of Schedule 2 of the Framework Agreement, which are hereby amended.
Z14.2.2	Notwithstanding any other provision within this contract, an OEM Delay is a compensation event but only where the Contractor notifies the Client of such with express reference to this clause Z14.2. For the avoidance of doubt, an OEM Delay is not a compensation event where the Contractor does not provide such a notification, including where the Project Manager, the Client, or the OEM Supplier purport to issue a notification of this compensation event.
Z14.2.3	For the purposes of the compensation event referred to in clause Z14.2.2, the period of "within eight weeks of becoming aware that the event happened" is amended to "before the date 8 weeks after the Sectional Completion Date (1), or 8 weeks following termination of this contract if earlier".
Z14.2.4	When calculating the effect of the compensation event referred to in clause Z14.2.2 on the Stage 1 Completion Date, the Sectional Completion Date (1) shall be extended by the period of any OEM Delay so that the Contractor does not have any liability to the Client for delay damages for any period of OEM Delay.
Z14.2.5	Where delay damages have been deducted by the Client prior to the assessment of the compensation event referred to in clause Z14.2.2, such damages are repaid to the Contractor by the Client in the payment made following the next assessment date.
Z14.2.6	Notwithstanding any other provision within this contract and for the avoidance of doubt, in calculating the Contractor's share only any changes to the Prices arising from a compensation event under this clause Z14.2.2 are assessed in the manner set out below following the assessment of the Contractor's entitlement to Defined Cost as a result of the compensation event
	50% of the actual Defined Cost of the work done by the dividing date is paid to the Contractor as reimbursable cost and is not included in the calculation of the Contractor's share under clause 54.
	50% of the forecast Defined Cost of the work not done by the dividing date is paid to the Contractor as reimbursable cost and is not included in the calculation of the Contractor's share under clause 54.
	As to the remaining 50% of the balance of the actual Defined Cost and forecast Defined Cost of the compensation event such Defined Cost is included in the Price for Work Done to Date for the purposes of calculating the Contractor's share.
Z14.2.7	In the event that the Contractor notifies the Project Manager of the compensation event pursuant to clause Z14.2.2, the Contractor's fee in relation to Defined Cost in respect of the value of Contractor's sub-contract with the OEM will be reduced by 30 % and such reduced Fee shall be used in calculating the Price for Work Done to Date in respect of the Defined Costs attributable to this compensation event and the Contractor's share. For the avoidance of doubt, the adjustment referred to in this clause Z14.2.6 will only be made once, regardless of how many compensation events referred to in clause Z14.2.2 are notified to the Project Manager.

Z15 IPR for Hitachi (OEM)

Z15.1 The Contractor shall be liable for and shall indemnify the Client against all loss, damage and expense resulting from any and every infringement of patents, copyright, registered design or trademark resulting from the use or supply of the equipment supplied by the OEM. Notwithstanding clause 16 of the Framework Agreement and the terms of Schedule 11 of the Framework Agreement, the event of any allegation of infringement of clause 16 of the Framework Agreement or Schedule 11 of the Framework Agreement or this clause Z15.1 that relates to the OEM, in the event of any allegation of infringement the Contractor may, at its sole discretion, cost and option, remove or mitigate any infringement caused by the OEM's design, procure for the Client the right to continue using the equipment supplied by the OEM, provide substitute non-infringing equipment or design, or modify the equipment or design so that they become non-infringing. The Contractor shall be released from liability where the allegation of infringement arises out of or relates to changes in the equipment supplied by the OEM made by or at the request of the Client, specifications, designs and instructions as furnished by the Client or their representatives, operation not in accordance with the Client's instructions, or use of the equipment supplied by the OEM in combination with other products not provided by the OEM. In the event of an allegation of infringement to which this indemnity applies, the Client shall give prompt notice of the third-party claim and shall grant to the Contractor (or at the Contractor's discretion the OEM) the right to defend and control all infringement proceedings brought by the third party against the Client and any matter related thereto, including the use and selection of external counsel.

Z15.2 Notwithstanding paragraph 3 of Schedule 11 to the Framework Agreement, any license granted under that clause in relation to any subcontract with the OEM is limited to the operation, maintenance and repair of any deliverables delivered under any subcontract with the OEM but no further.

Contract Data

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	Morgan Sindall Construction & Infrastructure Ltd
Address for communications	Morgan Sindall, Corporation Street, Rugby, Warwickshire CV21 2DW
Address for electronic communications	Energy.PrecontractMS@morgansindall.com

The *fee percentage* for is %

The Stage 1 <i>working areas</i> are	<ul style="list-style-type: none"> • Morgan Sindall sites • Morgan Sindall offices • Baker Hicks offices • Individual private homes which are used to provide the works • and any other location reasonably required to provide the works
The Stage 2 <i>working areas</i> are	<ul style="list-style-type: none"> • To be confirmed by the <i>Client's</i> acceptance of the <i>Contractor's</i> proposal for Stage Two

The *key persons* are

Name (1)	Paul Hancock
Job	Senior Project Manager
Responsibilities	Project delivery, with the development of reports and management of interfaces with all project stakeholders
Qualifications	As per attached Appendix A – Core CV's
Experience	As per attached Appendix A – Core CV's
Name (2)	Andy Hill
Job	Senior Commercial Manager
Responsibilities	Overall responsibility for commercial, procurement, finance, project controls and change management in compliance with the Contract
Qualifications	As per attached Appendix A – Core CV's
Experience	As per attached Appendix A – Core CV's

The following matters will be included in the Early Warning Register

None

2 The Contractor's main responsibilities

If the *Contractor* is to provide Scope for its design

The Scope provided by the *Contractor* is in

N/A

3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

Penrhos Substation – MS
Tender Programme V2 241202

5 Payment

If Option A or C is used

The *activity schedule* is

in the Penrhos Tender Pricing Document_V2

If Option A, B, C or D is used

The tendered total of the Prices is

The *Contractor's* initial forecast of the Defined Cost plus Fee for the Stage One works is
£7,555,242.59

Resolving and avoiding disputes

If Option W1 or W2 is used

The *Senior Representatives of Contractor* are

Name (1)

John Bateson – Commercial
Director (Energy & Water)

Address for communications

Corporation Street
Rugby
Warwickshire
CV21 2DW

Address for electronic communications

John.Bateson@morgansindall.com

Name (2)

Peter Kirk – Managing Director
(Energy and Water)

Address for communications

Corporation Street
Rugby
Warwickshire
CV21 2DW

Address for electronic communications

Peter.Kirk@morgansindall.com

X22: Early Contractor involvement (only used with Options C and E)

If Option X22A is used

The Stage One *key persons* are

Name (1)	The same as the Key Persons listed above
Job	
Responsibilities	
Qualifications	
Experience	
Name (2)	The same as the Key Persons listed above
Job	
Responsibilities	
Qualifications	
Experience	
The Pricing Information is in	

Data for the Schedule of Cost Components (only used with Options C, D or E)

The people listed in Contract Data who are employed by the Contractor, whose normal place of working is not within the Working Areas and who are working outside of the Working Areas other than on manufacture and fabrication and design are in the document titled "Penrhos Tender Pricing Document (Data for the Schedule of Cost Components)"

Job Title / Role

--	--

The *people rates* for Stage Two are to be populated and agreed in advance of the Stage Two Notice to Proceed

The *people rates* valid from []

Department	category of person	unit	rate
		per hour	

- The Defined Cost of people shall be calculated by multiplying the rate applicable to that category of person stated in the People Rates by the total time appropriate to that rate properly spent in Providing the Works by the same category of person plus the actual cost of the items listed below as incurred by the category of person.
 - (a) travel, (b) subsistence and lodging, (c) relocation, (d) passports and visas, (e) travel insurance, (f) items (a) to (e) for dependents, (g) contributions, levies or taxes imposed by law (excluding national insurance, CITB levy and apprentice levy at the Contract Date which are included in each of the People Rates), (h) vehicle fuel and vehicle consumables, and (i) safety, *Client* specific or contract required training.
- In the event that there is no rate stated in the People Rates by reference to a category of person for whom costs are sought to be included in the Defined Cost of people by the Contractor then the cost for such category shall be calculated by a rate agreed in advance between the Contractor and the Project Manager multiplied by the number of hours worked
- All rates above represent normal working day and normal working hours as scheduled below
- Working hours are outlined in the working hours schedule below
- Any hours outside of these shall be subject to uplift as per the working hours schedule below.

Normal Working Day	Unit	Normal Working Hours
Monday to Thursday	Per day	8
Friday	Per day	7

- The expression “normal working hours” means the number of hours prescribed above for any day (or night), excluding Saturday, Sunday, and public holidays, when work is actually undertaken.

Working Hours Schedule	Unit	Rate
Saturday first four hours	Hourly Rate	x 1.5
Saturday any hours after completion of the first four hours	Hourly Rate	x 1.5
Sunday all day/night until starting time on Monday morning.	Hourly rate	x 2
All other hours (including bank and or public holidays)	Hourly rate	x 2

The listed items of Equipment purchased for work on the contract, with an on cost charge, are in the document titled “Penrhos Tender Pricing Document (Data for the Schedule of Cost Components)” which is indicative for the purposes of Stage Two

Equipment	time-related charge	on cost	per time period

The rates for special Equipment are in the document titled “Penrhos Tender Pricing Document (Data for the Schedule of Cost Components)” which is indicative for the purposes of Stage Two

--	--	--

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the Contractor are in the document titled “Penrhos Tender Pricing Document (Data for the Schedule of Cost Components)” which is indicative for the purposes of Stage Two

category of person	unit	rate

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

The *people rates* valid from 1st April 2025 until 31st March 2026

The *people rates* valid from 1st April 2026 until 31st March 2027

The *people rates* valid from 1st April 2027 until 31st March 2028

The *people rates* valid from 1st April 2028 until 31st March 2029

- The Defined Cost of people shall be calculated by multiplying the rate applicable to that category of person stated in the People Rates by the total time appropriate to that rate

properly spent in Providing the Works by the same category of person plus the actual cost of the items listed below as incurred by the category of person.

- (a) travel, (b) subsistence and lodging, (c) relocation, (d) passports and visas, (e) travel insurance, (f) items (a) to (e) for dependents, (g) contributions, levies or taxes imposed by law (excluding national insurance, CITB levy and apprentice levy at the Contract Date which are included in each of the People Rates), (h) vehicle fuel and vehicle consumables, and (i) safety, *Client* specific or contract required training.
- In the event that there is no rate stated in the People Rates by reference to a category of person for whom costs are sought to be included in the Defined Cost of people by the *Contractor* then the cost for such category shall be calculated by a rate agreed in advance between the *Contractor* and the *Project Manager* multiplied by the number of hours worked
- All rates above represent normal working day and normal working hours as scheduled below
- Working hours are outlined in the working hours schedule below
- Any hours outside of these shall be subject to uplift as per the working hours schedule below.

Normal Working Day	Unit	Normal Working Hours
Monday to Thursday	Per day	8
Friday	Per day	7

- The expression “normal working hours” means the number of hours prescribed above for any day (or night), excluding Saturday, Sunday, and public holidays, when work is actually undertaken.

Working Hours Schedule	Unit	Rate
Monday – Friday Normal working hours	Hourly rate	x 1
Monday – Friday first four hours after completion of the normal working hours	Hourly rate	x 1.5
Sunday all day/night until starting time on Monday morning.	Hourly rate	x 2
All other hours (including bank and or public holidays)	Hourly rate	x 2

The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are in the document titled “Penrhos Tender Pricing Document (Data for the Schedule of Cost Components)” which is indicative for the purposes of Stage Two

--