

NEC4 Engineering and Construction

Short Contract

[Redacted]

A contract between

[Redacted]

And

[Redacted]

For

LNA 2021 Structures Maintenance Bundle

Contract Forms

- Contract Data
- The *Contractor's* Offer and *Client's* Acceptance
- Price List
- Scope
- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name		
Address for communications		
Address for electronic communications		
The <i>works</i> are	Structure Repairs and associated works for multiple assets	
The <i>site</i> is	Various in LNA Witham, Welland & Nene	
The <i>starting date</i> is		
The <i>completion date</i> is		
The <i>delay damages</i> are		Per Week
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	4	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is		%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and 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's</i> Providing the <i>Works</i>	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing <i>works</i> similar to the <i>works</i>	Minimum £100,000.00 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> or earlier termination

The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers
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The <i>tribunal</i> is	litigation in the courts
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The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

Only enter details here if additional conditions are required.

Z1.0	Sub-contracting
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Z1.1	The <i>Contractor</i> submits the name of each proposed subContractor to the <i>Client</i> for acceptance. A reason for not accepting the subContractor is that their appointment will not allow the <i>Contractor</i> to Provide the <i>Works</i> . The <i>Contractor</i> does not appoint a proposed subContractor until the <i>Client</i> has accepted them.
Z1.2	Payment to subContractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	██████████ as a regulatory authority
Z2.1	The ██████████ position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the ██████████ its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the <i>works</i> does not constitute statutory approval or consent.
Z2.3	An action by the ██████████ as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the <i>Works</i> .
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the <i>works</i> which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-Contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination

Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.																								
Z10.0	Data Protection																								
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract																								
Z11.0	Liabilities and Insurance																								
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.																								
Z12.0	Packaging																								
Z12.1	For contracts containing packages of projects the <i>Client's</i> Site Information particular to an individual project is contained within its Site Information Document (SID)																								
Z30.0	Material Price Volatility The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.																								
Z30.1	Defined terms a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due. b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it. c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.																								
Z30.2	Price Volatility Provision Through a Compensation Event the Client shall pay the PVP. PVP is calculated as: Assessment x MF x L = PVP																								
Z30.3	Price Increase Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.																								
Z30.4	Compensation Events The Contractor shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2022 period compensation event. <table><tr><th>Assessment Date</th><th>Defined Cost?</th><th>Forecasted Cost?</th></tr><tr><td>31st Jul 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Aug 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Sept 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Oct 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Nov 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Dec 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Jan 22</td><td>In period costs only</td><td>No</td></tr></table>	Assessment Date	Defined Cost?	Forecasted Cost?	31 st Jul 21	In period costs only	No	31 st Aug 21	In period costs only	No	30 th Sept 21	In period costs only	No	31 st Oct 21	In period costs only	No	30 th Nov 21	In period costs only	No	31 st Dec 21	In period costs only	No	31 st Jan 22	In period costs only	No
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31 st Dec 21	In period costs only	No																							
31 st Jan 22	In period costs only	No																							

28 th Feb 22	In period costs only	No
31 st Mar 22	In period costs only	No
30 th Apr 22	In period costs only	No
31 st May 22	In period costs only	No
30 th Jun 22	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Contract Data

The Contractor's Contract Data

		The Contractor is
Name		
Address for communications		
Address for electronic communications		
The fee percentage is		
The people rates are		
category of person	unit	category of person
Project Manager		As per Framework rates
Quantity Surveyor		As per Framework rates
General Foreman		As per Framework rates
The published list of Equipment is		CECA
The percentage for adjustment for Equipment is		

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the *Works* in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

The *Client* accepts the *Contractor's* Offer to Provide the *Works*

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item Number	Description	Unit	Qty	Rate	Price
	Delivery of all <i>works</i> , including but not limited to site access; accommodation; management; survey; enabling works; repair; and production of H&S/ O&M manual at the following sites:				
1	SP12-05R Hudds Mill Sluice Dam Boards				
1.1	Prelims	sum			
1.2	Design new dam boards	sum			
1.3	Place order with dam board manufacturer	sum			
1.4	Deliver manufactured dam boards to site	sum			
1.5	Provide access improvement – Route 1	sum			
1.6	Not required	sum			
1.7	Provide emergency contingency plan and demonstrate	sum			
1.8	Design crane hardstanding area	sum			
1.9	Provide crane hardstanding area	sum			
2	SP13-03R Castle Bytham PSRA Fence				
2.1	Prelims	sum			
2.2	Design and install fencing x 60m	sum			
2.3	Waste removal and disposal	sum			
3	SP14-01R Washingborough Ferry Lane Footbridge				
3.1	Prelims	sum			
3.2	Design settlement solution	sum			
3.3	Design and secure water main solution	sum			
3.4	Repaint handrail and mesh, and replace damaged mesh	sum			
4	SP15-04C Tallington weir footbridge re-decking				
4.1	Prelims	sum			
4.2	Design, supply and install Decking	sum			

5	SP22-07C - River Freshney Floodwall Repairs	
5.1	Prelims	sum
5.2	Design and replace toe boards	sum
5.3	Design & stabilise settled concrete wall	sum
6	SP11-10C Exeter Drain syphon/ culvert lining repairs	
6.1	Prelims	sum
6.2	Undertake CCTV Survey	sum
6.3	Design a viable solution for repairs	sum
7	SP12-10R/ SP12-11R Northampton Piling Thickness Survey	
7.1	Prelims	sum
7.2	Piles survey	sum
7.3	Piles analysis & reporting	sum
8	SP15-06C Warmington Tilting Weir Replace Structure	
8.1	Prelims	sum
8.2	Design all civil structures to support new tilting weir	sum
8.3	Install all civil structures to support new tilting weir	sum
8.4	Design new tilting weir	sum
8.5	Place order for new tilting weir	sum
8.6	Deliver manufactured tilting weir to site	sum
8.7	Install new tilting weir	sum
8.8	Remove existing tilting weir and dispose of appropriately	sum
The Total		

The method and rules used to compile the Price List are;

Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook.

The total of the Prices (and therefore, the Price for each item) must include all items necessary to deliver the works and meet the requirements of the Scope, including all prelims, overheads and profit. This includes, but is not limited to, items such as: site accommodation; technological provisions (eg. Wifi); progress meetings; and project administration.

The *Contractor* may sub-divide each item in the Price List as necessary, but the total of each sub-item must add to the Price for that item, and the total of each Price must add to the total of the Prices.