



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V 1	Go live template
V 1.1	Reversion to Bidder pack conditions

NEC4 Engineering and Construction Short Contract

A contract between	
And	
For	Burton Outfall Upgrades
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> 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	<p>Site A - installation of a new Winch System, improve access and installation of new Power Take Off (PTO) drive with reaction plate.</p> <p>Site B – Installation of two winch systems with a structural base, A PTO drive with reaction plate, access improvements, and a GPR survey.</p>	
The <i>site</i> is	<p>Burton A38</p> <p>Site A –</p> <p>Site B –</p>	
The <i>starting date</i> is		
The <i>completion date</i> is		
The <i>delay damages</i> are		Per day
The <i>period</i> for reply is		weeks
The <i>defects date</i> is		weeks after Completion
The <i>defects correction period</i> is		weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply

The *Adjudicator* 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 *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* 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	Contract Price
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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>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	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 Works	Minimum [REDACTED] 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 works similar to the works	Minimum £..... in respect of every claim	6 years following Completion of the whole

		without limit to the number of claims	of the works or earlier termination
The <i>Adjudicator nominating body</i> is		The Institution of Civil Engineers	
The <i>tribunal</i> is		litigation in the courts	
The <i>conditions of contract</i> are the			(including 2023 amendments) and the following additional conditions
Only enter details here if additional conditions are required.			
Z1.0	Sub-contracting		
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 Works. 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 a valid 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 in 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 works 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 works 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 Works.		
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 works 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		

	<ul style="list-style-type: none"> • 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
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>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.</p>
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.
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the Contract Date and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Average Weekly Earnings index (Construction)(AWE) 1 – month rate]</p> <p>The Average Weekly Earnings index (Construction)(AWE) 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the [Client set] total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>

Contract Data

The *Contractor's* Contract Data

		The <i>Contractor</i> is
Name		
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people rates</i> are		
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> 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

[REDACTED]

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

[REDACTED]

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

[REDACTED]

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	Quantity	Rate	Price
Outfall A					
A1	2 x new Brkts				
A2	Mods to H/Rail				
A3	1 x New Plat + H/Rail				
A4	1 x New Winch				
A5	New H/R to Sheet pile				
A6	New Grease Line				
A7	PTO Conversion				
A8	4 x concrete pockets for New Plat				
Outfall B					
B1	4 x new Brkts				
B2	2x Mods to H/Rail				
B3	2 x New Plats + H/Rail				
B4	2 x New Winches				
B5	2 x New Grease Lines				
B6	2 x PTO Conversions				
B7	2 x Winch Bases				
B8	2 x Platform Bases				
Inf	Inflation – priced up in Feb 2023. Inflation figure 4.5%				

The total of the Prices	

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.

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

1. Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

Location: Branston, Burton-on-Trent [REDACTED]

Site A [REDACTED]

Site B - [REDACTED]

The works are over 2 outfalls/sites, where we need to improve the safety and operation of penstocks. The penstocks constructed in Site A & B are too high in height. The penstock drive shafts need to be amended so it can be actuated by a MEICA contractor when carrying out maintenance works. The operation of lifting of the flaps are too heavy and an alternate method is required. With these constraints to the operation of the penstocks the following is required to lower H&S risk. The operation of this asset is further increased in difficulty during flood events.

Project general Scope

1. Attend Site and install as per scope below.
2. Supply of all relevant MEICA certification for the works as per EA SHEW COP- LIT 16559
3. Supply of Operation & Manuals for the sites as per EA SHEW COP - LIT 16559
4. Health & Safety paperwork as per EA SHEW COP - LIT 16559

Site A - [REDACTED]

1. New Winch System pedestal and outreach arm.
 - Manibox VS500 hand winch unit with relevant certification
 - All associated steelwork, rollers etc, designed manufactured and installed
 - New Arm at Cill level
 - Supply of all labour & materials to facilitate the above
2. Modify handrail to original Type C.
3. Convert handwheel to PTO Drive with reaction plate (No driver included – client to provide) x 1.
 - Machine new PTO Shaft
 - Manufacture base tube with reaction plate
 - Manufacture new security cover & Galvanise

4. Provide new Galvanised small access platform and handrail – x 1.
 - Handrail c/w infill mesh to be fitted to top of sheet pile coping (either side only).
 - Two new brackets to be fitted to Penstock (To stop movement at present) –
 - Penstock grease line to be fitted x 1.
 - Secondary Sprag system to be provided for maintenance on the flap x 1.

Site B –

1. TWO New Winch System pedestal and outreach arm, each including:
 - Manibox VS500 hand winch unit with relevant certification
 - All associated steelwork, rollers etc, designed manufactured and installed
 - New Arm at Cill level
 - Supply of all labour & materials to facilitate the above
2. Modify handrail to original Type C.
3. Underground Services Survey of the site is included, GPR survey service includes:
 - Metallic gas and water mains of 38mm Diameter and greater
 - Electric supply cables of 440v to 66Kv that are live.
 - Electric cables to street lighting Drainage runs of 100mm Diameter or greater where access to the pipe is possible.
 - Telephone communications and computer cables
 - Metallic Fuel lines and pumping mains
 - Empty Ducts of 100mm or greater Underground heating pipes
4. TWO New Winch Bases – 1000mm L x 800mm W x 450mm Deep
 - Structural Design of the base.
 - Excavate new base area by hand and spread the material on the area adjacent.
 - Set up 2 layers of A393 mesh on Polythene DPM
 - Set up a 140mm high top form to the base to give a neat edge
 - Site mix concrete 3:1 and place into the base
5. Convert handwheel to PTO Drive with reaction plate (No driver included – client to provide) x 2.
 - Machine new PTO Shaft
 - Manufacture base tube with reaction plate
 - Manufacture new security cover & Galvanise
6. Provide new Galvanised small access platform and handrail – x 2.
 - Handrail c/w infill mesh to be fitted to top of sheet pile coping (either side only).
 - FOUR new brackets to be fitted to Penstock (To stop movement at present).
 - Penstock grease line to be fitted x 2.
 - Secondary Sprag system to be provided for maintenance on the flap x 1.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
Outfall B – 1	1	201 Area 2 - General Arrangement
Outfall B – 2	1	202 Area 2 - Flow Control Structure Arrangement & Sections

Outfall B – 3	1	206 Area 2 - Long Section & Cross Sections
Outfall B – 4	1	211 Area 2 - Capping Beam & Footpath Details
Outfall B – 5	1	Flap Valve Asbuilt 18660-01-1 TKR-1500-O
Outfall B – 6	1	Penstock As-built 1 MU014679D
Outfall B – 7	1	Penstock asbuilt 2 MU015456A
Outfall B – 8	1	Steel Fabrication Drawings for Steps 1097 001 to 006
Outfall B – 9	10	Burton Comments Log A2 V10
Outfall A – 1	1	Area 3 Marley Ditch Flow Control Structure
Outfall A – 2	1	Area 3 Sections Sheet 1 of 2 South of Marley ditch
Outfall A – 3	1	Area 3 Sections Sheet 1 of 2
Outfall A – 4	1	Area 3 Sections Sheet 2 of 2 South of Marley ditch
Outfall A – 5	1	Area 3 Sections Sheet 2 of 2
Outfall A – 6	1	Area 3 Sections Tie in to Area 2
Outfall A – 7	1	Branston Waterpark Area 3 Detailed Arrangement South of Marley Ditch
Outfall A – 8	1	Branston Waterpark Area 3 Detailed Arrangement Tie in to Area 2
Outfall A – 9	1	Branston Waterpark Area 3 Details sheet 1 of 2
Outfall A – 10	1	Branston Waterpark Area 3 Details sheet 2 of 2
Outfall A – 11	1	Branston Waterpark Area 3 General Arrangement North (2)
Outfall A – 12	1	Branston Waterpark Area 3 General Arrangement South (2)
Outfall A – 13	5	Burton Comments Log Area 3 - V5
SHEW COP		

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
[REDACTED]	12/2019	yes
[REDACTED]	12/2019	yes
[REDACTED]	09/2023	Yes

4. Constraints on how the *Contractor* Provides the Works

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

Complete before 31st March 2025 – Need construction completion before the end of 24/25 financial year

Refer to as-built for constraints in construction

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

5. Requirements for the programme

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

6. Services and other things provided by the *Client*

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item	Date by which it will be provided
N/A – contractor to provide, scoped item	

Site Information	

Proposed sub-contractors		
	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	