

NEC4 Engineering and Construction Short Contract

A contract between	<div></div> <div></div> <div></div> <div></div> <div></div>
And	<div></div>
For	SGS Phase 4 Control Panel Replacement 2025/26
	<div></div> <div><div></div><div></div><div></div><div></div><div></div></div>

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	The design, manufacture, supply, installation and commissioning of 4 No. MCC dual pump Control Panels and 4 No. Single pump control panels including associated works.
The <i>site</i> is	8 No. sites on Phase 4 of Shropshire Groundwater Scheme (SGS) located near Hodnet, Shropshire, including – <ul style="list-style-type: none">• Cotton Farm Pumping Station - SJ 6295 2766• Ellerdine Station Pumping Station - SJ 6265 2175• Espley Pumping Station (Dual pump) - SJ 6112 2668• Great Bolas Pumping Station - SJ 6503 2160• High Hatton Pumping station (Dual pump) - SJ 6100 2480• Hodnet Pumping Station (Dual pump) - SJ 6213 2786• Windy oak Pumping Station - SJ 6102 2239• Woodmill Pumping Station - SJ 6266 2323
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	■	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

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The interest rate on late payment is	■	% per complete week of delay.																			
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																				
The <i>Client</i> provides this insurance																					
<table border="1"> <thead> <tr> <th colspan="3">Insurance Table</th> </tr> <tr> <th>Event</th> <th>Cover</th> <th>Cover provided until</th> </tr> </thead> <tbody> <tr> <td>Loss of or damage to the <i>works</i></td> <td>Replacement Cost</td> <td>The <i>Client's</i> certificate of Completion has been issued</td> </tr> <tr> <td>Loss of or damage to Equipment, Plant and Materials</td> <td>Replacement Cost</td> <td rowspan="3">The defects Certificate has been issued</td> </tr> <tr> <td>The <i>Contractor's</i> liability for loss of or damage to property (except the works, 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</td> <td>Minimum ■ in respect of every claim without limit to the number of claims</td> </tr> <tr> <td>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</td> <td>The amount required by the applicable law</td> </tr> <tr> <td>Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works</td> <td>Minimum ■ in respect of every claim without limit to the number of claims</td> <td>6 years following Completion of the whole of the works or earlier termination</td> </tr> </tbody> </table>			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 works, 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 ■ 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 without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination
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The <i>Adjudicator nominating body</i> is	■																				
The <i>tribunal</i> is	■																				
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (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 Environment Agency's 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	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <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.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the Client's Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack NOT USED
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 Contractor is	
Name		
Address for communications		
Address for electronic communications		
The fee percentage is		%
The people rates are		
category of person	unit	rate
The published list of Equipment is		As set out in framework agreement
The percentage for adjustment for Equipment is		As set out in framework agreement

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

██ / ██ / ██

[illegible]

The total of the Prices

Scope

1. Description of the *works*

1.1 Objective

To ensure the [REDACTED] water resources obligations are met for the Shropshire Groundwater Scheme.

The *works* are being undertaken to replace the existing Motor Control Panels and Cabinets (MCC) and associated ancillaries. This is due to the existing MCC reaching the end of their design life leading to increased frequency of breakdowns and poor availability of spare components. The new panels will be more resilient to future changes in technology and will ensure the resilience of the MCC to operate the groundwater pumps.

See attached SGS Phase 4 Panel Replacement User Requirement Specification for details of the procurement, installation and commissioning of the following Eight Motor Control Cabinet upgrades.

- Cotton Farm Pumping Station - SJ 6295 2766
- Ellerdine Station Pumping Station - SJ 6265 2175
- Espley Pumping Station (Dual pump) - SJ 6112 2668
- Great Bolas Pumping Station - SJ 6503 2160
- High Hatton Pumping station (Dual pump) - SJ 6100 2480
- Hodnet Pumping Station (Dual pump) - SJ 6213 2786
- Windy oak Pumping Station - SJ 6102 2239
- Woodmill Pumping Station - SJ 6266 2323

Each of these sites Marked Dual Pump has two borehole pumps, each controlled by the same MCC located in a common control building.

The works will include the following items

- Functional Design Specification of the new MCC control panels
- Removal and disposal of the entire MCC including –
 - All components in the incomer section
 - All components in the Starter section
 - All components in the Control section
 - All components in the Distribution section
 - Existing MCC cabinet
- New MCC control panel including in accordance with SGS Phase 4 Panel Replacement User Requirement Specification -
 - New incomer section
 - New Starter section including VSD
 - New Control Section
 - New Distribution section
 - New Form 4 MCC cabinet
- External venting of new control panels and throughout the control panels
- A new Fused Mains isolator shall be installed, located in the metering room, between the REC cut-out and the MCC incomer to facilitate isolation of the whole site without the need for the DNO to remove the fuses.
- Installation including connection to existing wiring which may require entry into Pump Headworks Chambers which are considered Confined Spaces (Entry Class NC3 - See PCI)
- Formal site acceptance testing period for each site, coinciding with Commissioning
- Training of operators
- All relevant documentation and certification including O&M manual.

1.2 Outcome Specification

- a) The *Contractor* shall be responsible for ensuring the design is acceptable to the *Client's* Engineer, ensuring that the design and operational parameters meet with the standards specification. Where there are deviations from this, approval shall be sought from the designated [REDACTED] as listed in the Specification. The design shall be approved by the *Client* before the MCC are manufactured. Two weeks approval period shall be allowed in the *Contractor's* programme for this to be undertaken.
- b) The *Contractor* shall ensure that there is adequate provision and contractual arrangements between themselves and their chosen drive suppliers so that where any manufacturer faults arise that the costs associated with removing and returning the equipment to the supplier are adequately covered by the drive supplier.

1.3 The Works specifically excludes the following:

- a) There are no specific exclusion for this contract but *works* are limited to those set out in the specification.

2. Drawings

Drawing Number	Revision	Title
		See SGS Phase 4 Panel Replacement User Requirement Specification

3. Specifications

[illegible]

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

[illegible]

Category	Percentage
Category 1	10%
Category 2	90%

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

<div>[REDACTED]</div>	
<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>	
<div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
<div>[REDACTED]</div>	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
<div>[REDACTED]</div> <div>[REDACTED]</div>	

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

[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Site Information

See Pre-Construction Information and SGS Phase 4 Panel Replacement User Requirement Specification

Proposed sub-contractors

	██████████ ██████████	██████████
1.	██████████ ██████████ ██████████ ██████████ ██████████ ██████████ ██████████	████████████████████
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	