

NEC4 Engineering and Construction Short Contract

A contract between

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

And

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

For

EMD Asset Recovery- Structural Surveys sub-programme- Package 1

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	Review of existing assets and scoping of replacement/remediation options to return asset to operational condition (Early Supplier Engagement)	
The <i>site</i> is	Multiple locations: <ul style="list-style-type: none">• URN 2-256- Walls around Darley Abbey Mills Area• URN 2-266- Old Post Office Wall, Bottle Brook, Little Eaton• URN 2-346- Darley Dale	
The <i>starting date</i> is		
The <i>completion date</i> is		
The <i>delay damages</i> are	nil	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	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	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	
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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 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 £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 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

The <i>Adjudicator</i> nominating body is	The Institution of Civil Engineers
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The <i>tribunal</i> is		litigation in the courts
The <i>conditions of contract</i> 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	
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 correct invoice.	
Z2.0	[REDACTED] as a regulatory authority	
Z2.1	The [REDACTED] 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 [REDACTED] 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 [REDACTED] 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	<p>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.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>	
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 	

	<ul style="list-style-type: none"> • 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	<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 <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
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 <i>starting date</i> 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 Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 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 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	As per Pricing Workbook	
category of person	unit	rate
The <i>published list of Equipment</i> is		CECA minus 20%
The <i>percentage for adjustment for Equipment</i> is		N/A



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	



Price List

<p>Entries in the first four columns in this Price List are made either by the <i>Client</i> or the tenderer.</p>			
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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.

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.

[illegible]

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.

Issues have been identified with several assets owned and operated by the [REDACTED] following Storms Babet and Henk. Typical issues reported include:

- Damage to floodwalls- visual damage and reports of leaking/seepage
- Concerns around integrity of walls due to loading during storm conditions
- Damage to seals, flood gates and penstocks – and/or concerns relating to future usability

As part of the *works*, the *Contractor* shall:

- Attend the initial walkover* at each site and advise the *Client* on any additional surveys required in order to determine suitable remedial works. This may include:
 - Intrusive investigation of identified structural faults
 - Topographical
 - Ground Investigation
 - GPR
 - Geophys
 - Asbestos

- other

Minimum two persons in attendance and with appropriate health and safety training e.g. working near water.

[REDACTED]

- 1. [REDACTED]
- 2. [REDACTED]
- 3. [REDACTED]

[REDACTED]

- 1. [REDACTED]
- 2. [REDACTED]
- 3. [REDACTED]

[REDACTED]

Location Specific Considerations

URN 2-256- Walls around Darley Abbey Mills Area (Priority 1)

This location can be split into 4 areas:-

1. Old Fire Station-

- Undertake Ground Investigation Work to understand condition and extent of wall foundations. Methodology to be accepted by the *Client* prior to work commencing.
- Undertake Soil Testing if appropriate

[REDACTED]

[REDACTED]

- During GI work the defense line is to be maintained at all times; contingency/temporary works may be required.

2. Unpermitted Steps

- Undertake small scale/targeted Ground Investigation to determine the composition of the steps. Methodology to be accepted by the Client prior to work commencing.

3. Wedding venue

- Undertake Ground Investigation Work to understand condition and make up of embankment material This is to particularly focus on the locations of the Mill Races to understand if this is a contributing factor to observed flooding.
- Investigate the condition and depth of embedment of timber posts installed by Wedding Venue, including foundation and backfill material.
- Review the condition of penstock and provide recommendations for further work (if required), including cost.
- Review flood routes and include within reporting an assessment of likely causes of flooding utilizing information from the above.

4. Neveson Embankment

- Review tie in location and undertake targeted Ground Investigation with the aim of understanding if seepage is occurring and provide recommendations for further work based on outcome, including cost.

URN 2-266- Old Post Office Wall, Bottle Brook, Little Eaton (Priority 3)

- Review condition of the wall, including foundations, specifically in the vicinity of the Severn Trent pipe identified during the site visit. Undertake small scale Ground Investigation with the aim of understanding the source of identified seepage.

URN 2-346- Darley Dale (Priority 3)

- Review the existing topographical survey information provided and identify if any additional survey is required to confirm the line of defense, including confirmation if curb identified during site visit forms part of this.
- Drawing and report showing outcome of the above, with the aim of confirming the flood defense line and subsequently maintenance responsibilities of various parties.

Implementation of the selected options do not form part of this scope.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
[REDACTED]	[REDACTED]	<input type="checkbox"/>
[REDACTED]	[REDACTED]	<input type="checkbox"/>
[REDACTED]	[REDACTED]	<input checked="" type="checkbox"/>
[REDACTED]	[REDACTED]	<input checked="" type="checkbox"/>
[REDACTED]	[REDACTED]	<input type="checkbox"/>
[REDACTED]	[REDACTED]	<input type="checkbox"/>

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*.

Landowners: The *Client* will issue Notices of Entry when needed. The *Contractor* will work within the period and parameters set out in the Notice

Working times
[REDACTED]

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).

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

Site Information

