

# 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 Forge Mill Reservoir PSRA Pedestrian Barriers. **Contract Forms Contract Data** The Contractor's Offer and Client's Acceptance **Price List** Scope **Site Information**

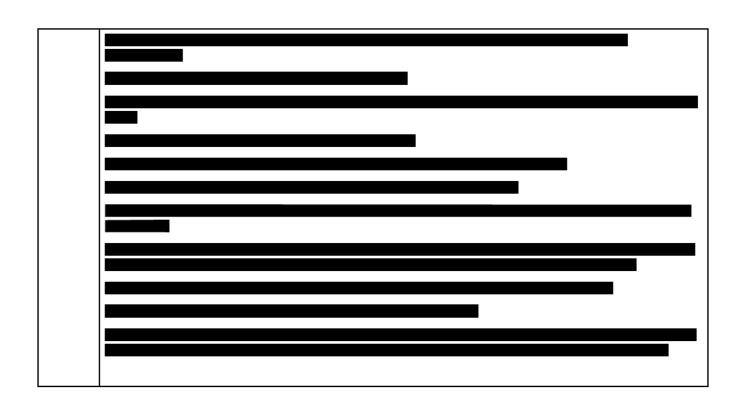
### **Contract Data** The Client's Contract Data The Client is Name Address for communications Address for electronic communications Forge Mill Reservoir PSRA Pedestrian Barriers. The works are The site is The starting date is The completion date is The delay damages are Per day The *period* for reply is weeks The defects date is weeks after Completion The defects correction period is weeks The assessment day is of each month The retention is

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 <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 <i>Client's</i> Con	tract [	Data	
The interest rate on late payment is		% per complete week	of delay.
Insert a rate only if a rate less less than	per week	of delay has been agree	d.
For any one event, the liability of the Contractor to the Client for loss of or damage to the Client's property is limited to	Contract Price	<b>Y</b>	
The Client provides this insurance	None		
	Insurance	Table	
Event		Cover	Cover provided until
Loss of or damage to the works		Replacement Cost	The Client's certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials  The Contractor's liability for loss of or damage to property (except the works, Plant and Materials and Equipment)		Replacement Cost  Minimum in respect of every claim	The defects Certificate has been issued

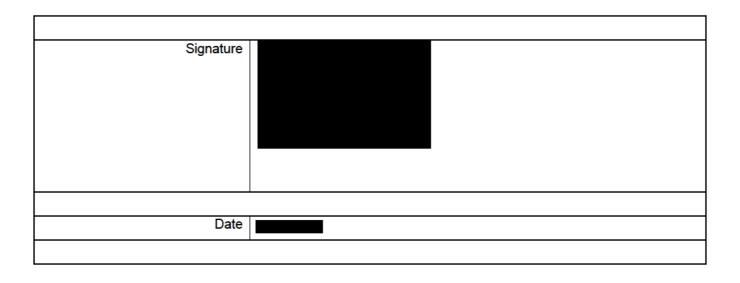
employe	nd for bodily injury to or death of a person (not an mployee of the <i>Contractor</i> ) arising from or in connection ith the <i>Contractor</i> 's Providing the Works				
Contract employm	Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract  The amount required by the applicable law				
	Failure of the Contractor to use the skill and care normally used by professionals providing works similar to the works without limit to the number of claims  Minimum £ in respect of every claim without limit to the number of claims  6 years following Completion of the works or earlier termination				
The Adjudicator nominating body is					
The tribu	The tribunal is litigation in the courts				
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.					
•		altions are requ	uirea.		
Z1.0	Sub-contracting				
Z1.1	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 s	suppliers will be	no more than 30 days from	receipt of a valid invoice.	
Z2.0	as a regula	tory authority			
Z2.1	The posiseparate and distinct. Actions take			ient under the contract is taken in the other.	
Where statutory consents must be obtained from the 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 assessment 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 Contractor may publicise the works only with the Client's 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 Pa	arties) 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 Contractor designs the parts of the works which the Scope states they are to design.
Z6.3	The Contractor submits the particulars of their design as the Scope requires to the Client for acceptance. A reason for not accepting the Contractor's design is that it does not comply with either the Scope or the applicable law.
	The Contractor does not proceed with the relevant work until the Client has accepted this design.
Z6.4	The Contractor 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 works 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 Contractor 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	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 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> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z110	



## **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 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



#### **Price List**

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

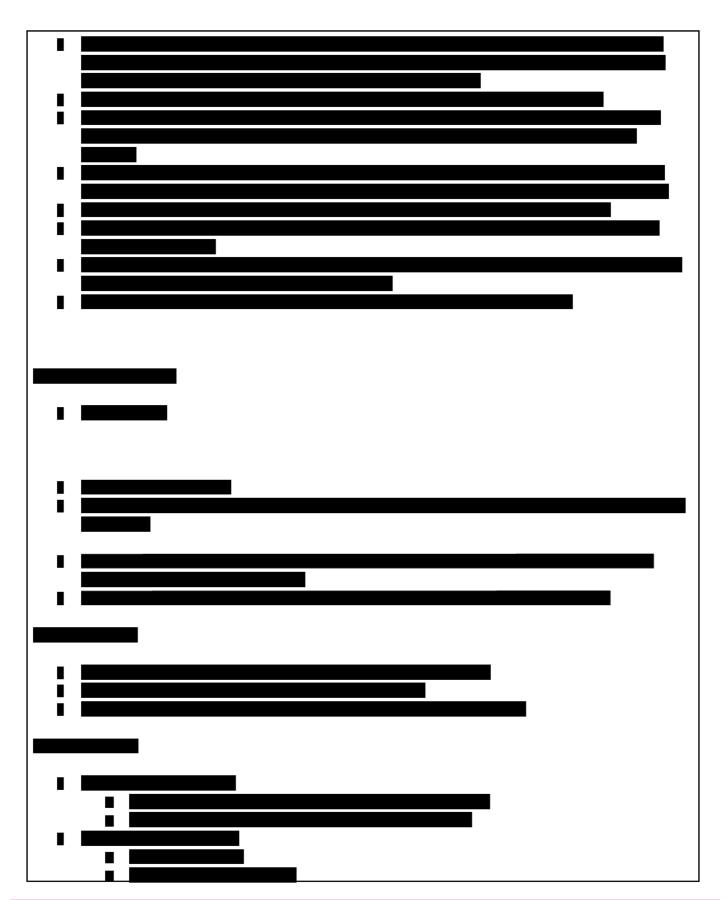
If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

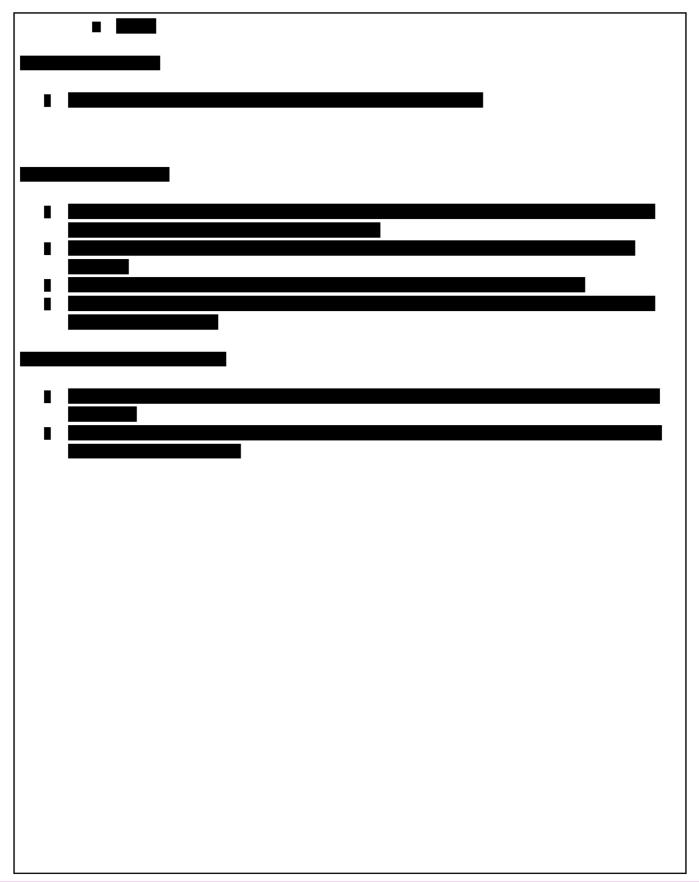
If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item Number	Description	Unit	Quantity	Rate	Price
1	Design of Barriers to AFC				
2	Fabrication of Barriers				
3	Site signage				
4	Production of CPP and site RAMS				
5	Project management				
6	Site set up /Mobilisation /Welfare and Installation				
7	Site Demobilisation / civilise site				
8	H&S file issue				

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.
Scope  The Scope should be a complete and precise statement of the Client's requirements. If it is incomplete
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1. Description of the works
Give a detailed description of what the <i>Contractor</i> is required to do and of any work the <i>Contractor</i> is to design.
Project Scope: Forge Mill Reservoir PSRA Barriers.
1. Project Background.
The Forge Mill Reservoir is an flood risk asset designed to protect the downstream urban conurbation of Hamsted Perry Barr and Whitton. It was constructed in 2022.

Therefore it is felt the access routes to the reservoir need appropriate signage, information and pedestrian barriers to inform the public of the risk's that may be present should they enter the area. The barriers will not block off access as that can entrap people, especially wheel chair users, but they will however be required to make it clear entry is not permitted.





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
4. Constraints on how the <i>Contractor</i> Provides the Works				

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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 <i>Client</i> .
Working times
5. Requirements for the programme
l
6 Services and other things provided by the Client
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Describe what the <i>Client</i> will provide, such as services (including wa	ter and electricity) and "free issue"
Plant and Materials and equipment.	
Item	Date by which it will be
item	provided
Olto Information	
Site Information	

Prop	osed sub-co	ntractors
	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:	