



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	<div></div> <div></div> <div></div> <div></div> <div></div>
And	<div></div>
For	Forge Mill Reservoir PSRA Pedestrian Barriers.
	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	Forge Mill Reservoir PSRA Pedestrian Barriers.	
The <i>site</i> is		
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

The *Client's* Contract 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 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	
The <i>Client</i> provides this insurance	None	
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)	Minimum ████████ in respect of every claim	

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	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	
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 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	[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.	

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

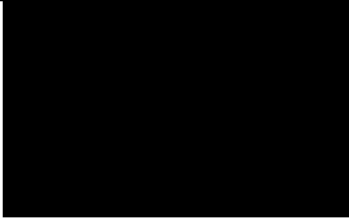

Contract Data

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		

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

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	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.

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.

Project Scope: Forge Mill Reservoir PSRA Barriers.

1. Project Background.

The Forge Mill Reservoir is an [REDACTED] flood risk asset designed to protect the downstream urban conurbation of Hamsted Perry Barr and Whitton. It was constructed in 2022. [REDACTED]

[REDACTED]
[REDACTED] 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.

- [REDACTED]
- [REDACTED]
[REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
 - [REDACTED]
[REDACTED]
 - [REDACTED]

- [REDACTED]
- [REDACTED]
 - [REDACTED]
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- [REDACTED]
- [REDACTED]

[REDACTED]

- [REDACTED]
 - [REDACTED]
 - [REDACTED]
- [REDACTED]
 - [REDACTED]
- [REDACTED]

2. Drawings

List the drawings that apply to the contract.

[illegible]

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"/>

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*.

Working times

5. Requirements for the programme

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

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:	