

# Short Contract

A contract between Department for Transport

and TBC

for Plantroom re-waterproofing works at the International Maritime Organizations

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Notes about this contract are printed in boxes like this one. They are not part of the contract.

# Contract Data

The *Employer* is

Name Shaun Rogers (The Department for Transport)

Address Spring Place, Bay 2/29, 105 Commercial Road, Southampton, SO15 1EG

Telephone 020 381 72358

E-mail address Shaun.Rogers@mcga.gov.uk

The *works* are The re-waterproofing of the plantroom floor at the International Maritime Organization

The *site* is International Maritime Organization (IMO), 4 Albert Embankment, London

The *starting date* is 8th May 2017

The *completion date* is 19th May 2017

The *period for reply* is One (1) weeks.

The *defects date* is Fifty two (52) weeks after Completion.

The *defect correction period* is Two (2) weeks.

The *delay damages* are Seven Hundred Pounds (£700) per day.

The *assessment day* is the 19th of the week.

The *retention* is Five (5) %.

Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) apply? Yes

The *Adjudicator* is

Name Royal Institution of Chartered Surveyors.....

Address 12 Great George Street, Parliament Square, London, SW1P 3AD.....

Telephone 024 7686 8555 ..... Fax.....

E-mail address contractrics@rics.org.....

# Contract Data

The interest rate on late payment is ..... % per complete week of delay.

**Insert a rate only if a rate less than 0.5% per week of delay has been agreed.**

The Contractor is not liable to the Employer for loss of or damage to the Employer's property in excess of Five Million (£5,000,000.00) for any one event.

The Employer provides this insurance **Only enter details here if the Employer is to provide insurance.**

.....  
.....

The minimum amount of cover for the third insurance stated in the Insurance Table is £5,000,000.00 (Five Million Pounds)

The minimum amount of cover for the fourth insurance stated in the Insurance Table is Unlimited

The Adjudicator nominating body is Royal Institution of Chartered Surveyors

The tribunal is Arbitration

If the tribunal is arbitration, the arbitration procedure is the rules of The Chartered Institute of Arbitrators in force when the arbitrator is appointed

The conditions of contract are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions

**Only enter details here if additional conditions are required.**

**Z1  
Official Secrets and Confidentiality**

Z1.1 The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1946 apply to this contract from the starting date until the Defects Certificate or a termination certificate has been issued.

Z1.2 The Contractor notifies his employees and his Subcontractors of their duties under these Acts.

Z1.3 The Contractor does not use or disclose information concerning the contract obtained either by the Contractor or by any person employed by him except for the purposes of the contract.

|                            |   |
|----------------------------|---|
| <p>Z2<br/>Security</p>     | <p>Site Admittance</p> <p>Z2.1 The Contractor submits to the Project Manager details of people who are to be employed by him and his Subcontractors in connection with the works. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the Project Manager.</p> <p>Z2.2 The Project Manager may instruct the Contractor to take measures to prevent unauthorised persons being admitted on to the Site. The instruction is a compensation event if the measures are additional to those required by the Works Information.</p> <p>Passes</p> <p>Z2.3 Employees of the Contractor and his Subcontractors are to carry an Employer’s pass whilst they are on the parts of the Site stated in the Contract Data.</p> <p>Z2.4 The Contractor submits to the Project Manager for acceptance a list of the names of the people for whom passes are required. The Project Manager issues the passes to the Contractor. Each pass is returned to the Project Manager when the employee no longer requires access to that part of the Site or after the Project Manager has given notice that the employee is not to be admitted to the Site.</p> <p>Photographs</p> <p>Z2.5 The Contractor does not take photographs of the Site or the works or any part of them unless he has obtained the acceptance of the Project Manager.</p> <p>Z2.6 The Contractor takes the measures needed to prevent his and his Subcontractors’ people taking, publishing or otherwise circulating such photographs.</p> |
| <p>Z3<br/>Transparency</p> | <p>Z3.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Authority to publish the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to the Agreement, to the general public. The Authority may consult with the Contractor to inform its decision regarding any redactions but the Authority shall have the final decision in its absolute discretion.</p>   |

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|--|--|
| <p>Z3<br/>Transparency (Cont...)</p>   | <p>The Contractor shall assist and cooperate with the Authority to enable the Authority to publish this Contract.</p>  |
| <p>Z4<br/>Supplementary Conditions</p> | <p>Z4.1 CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015</p> <p>All reference to 'CDM Regulations 2007' within the contract will be replaced with 'CDM Regulations 2015'.</p> <p>The term 'Planning Supervisor' referenced in the contract will be replaced with the 'CDM Coordinator'</p> <p>Z4.2 Timber and Wood Products<br/>Please note that terms in square brackets will need to be defined according to the relevant contract in which the model contract condition is used.</p> <p>Z4.2.1 Requirements for Timber<br/>1. All Timber and wood-derived products supplied or used by [the Contractor] in performance of [the Contract] (including all Timber and wood-derived products supplied or used by subcontractors) shall comply with [the Contract Specification].<br/>2. In addition to the requirements of clause 1.1 above, all Timber and wood-derived products supplied or used by [the Contractor] in performance of [the Contract] (including all Timber and wood-derived products supplied or used by sub-contractors) shall originate from a forest source where management of the forest has full regard for:<br/>Identification, documentation and respect of legal, customary and traditional tenure and use rights related to the forest;<br/>Mechanisms for resolving grievances and disputes including those relating to tenure and use rights, to forest management practices and to work conditions; and<br/>Safeguarding the basic labour rights and health and safety of forest workers.</p> <p>Z4.2.2 Requirements for Proof of Timber Origin<br/>1. If requested by [the Contracting Authority], and not already provided at the tender evaluation stage, [the Contractor] shall provide to [the Contracting Authority] evidence that the Timber and wood-derived products supplied or used in the performance of [the Contract] complies with the requirements of [the Contract Specification]. If requested by [the Contracting Authority] [the Contractor] shall provide to [the Contracting Authority] evidence that the Timber and wood-derived products supplied or used in the performance of [the Contract] complies with the requirements of the social criteria defined in section 1.2 above.</p> |

Z4  
Supplementary Conditions (Cont...)

2. [The Contracting Authority] reserves the right at any time during the execution of [the Contract] and for a period of 6 years from final delivery under [the Contract] to require [the Contractor] to produce the evidence required for [the Contracting Authority's] inspection within 14 days of [the Contracting Authority's] written request.

3. [The Contractor] shall maintain records of all Timber and wood derived products delivered to and accepted by [the Contracting Authority]. Such information shall be made available to [the Contracting Authority] if requested, for a period of 6 years from final delivery under [the Contract].

Z.2.3 Independent Verification

[The Contracting Authority] reserves the right to decide whether the evidence submitted to it demonstrates legality and sustainability, or FLEGT-licence or equivalent, and is adequate to satisfy [the Contracting Authority] that the Timber and wood-derived product complies with [the Contract Specification]. [The Contracting Authority] reserves the right to decide whether the evidence submitted to it is adequate to satisfy [the Contracting Authority] that the Timber and wood-derived products complies with the requirements of the social criteria defined in section

2.1.

In the event that [the Contracting Authority] is not satisfied, [the Contractor] shall commission and meet the costs of an "independent verification" and resulting report that will (a) verify the forest source of the timber or wood and (b) assess whether the source meets the relevant criteria. 3.2 In [this Contract], "Independent Verification" means that an evaluation is undertaken and reported by an individual or body whose organisation, systems and procedures conform to ISO Guide 65:1996 (EN 45011:1998) General requirements for bodies operating product certification systems or equivalent, and who is accredited to audit against forest management standards by a body whose organisation, systems and procedures conform to ISO 17011: 2004 General Requirements for Providing Assessment and Accreditation of Conformity Assessment Bodies or equivalent.

Z4.2.4 [Contracting Authority's] Right to Reject Timber

[The Contracting Authority] reserves the right to reject any Timber and wood-derived products that do not comply with [the Contract Specification]. [The Contracting Authority] reserves the right to reject any Timber and wood-derived products that do not comply with the requirements of the social criteria defined in section 1.2 above. Where the [Contracting Authority] exercises its right to reject any Timber and wood-derived products, [the Contractor] shall supply alternative Timber and wood-derived products, which do so comply, at no additional cost to [the Contracting

Authority] and without causing delay to [the Contract] completion period.

Z4.3 Tax and National Insurance Contributions (NICs)  
Where the contract falls within the scope of the Construction Industry Scheme Regulations and the Contractor does not hold a valid Registration Card CIS4(P) or Temporary Registration Card CIS4(T), or a valid Tax Certificate (CIS5 or CIS6), invoices must separately identify materials costs, labour costs and travel and subsistence expenses. The Department will, where appropriate, deduct payment on account of Tax and NICs from the gross payment and issue the Contractor with the appropriate tax deduction statement.

## Contract Data

### The Contractor's Offer

The Contractor is

Name .....

Address .....

Telephone ..... Fax .....

E-mail address .....

The percentage for overheads and profit added to the Defined Cost for people is ..... %.

The percentage for overheads and profit added to other Defined Cost is ..... %.

The Contractor offers to Provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *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 total of the Prices

# Contract Data

## Works Information

The Works Information should be a complete and precise statement of the *Employer's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Employer's* intention. Information provided by the *Contractor* should be listed in the Works Information only if the *Employer* is satisfied that it is required, is part of a complete statement of the *Employer's* requirements and is consistent with the other parts of the Works Information.

### 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.

#### Contractor's design

The Contractor designs the following parts of the works:

- (a) Replace all existing aluminium clerestory windows with new aluminium to match;
- (b) Replacement of 2 roof lights (lower school cloakroom where there has been identified a crack in the roof light and corridor of upper school where there is significant UV damage);
- (c) Tank room door renewal on a like for like basis;
- (d) Covers/ Balloons on rainwater pro-liner outlets to prevent further deterioration of the roof;
- (e) Repair to isolated outlet where previous patch repairs have been undertaken and ponding is present

The contractor is responsible for submitting and obtaining Building Control approval via Building Notice.

### 2 Drawings

List the drawings that apply to this contract.

| Drawing number | Revision | Title |
|----------------|----------|-------|
|----------------|----------|-------|

Please refer to drawings as listed in Appendix A of the tender documentation

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## Contract Data

### Works Information

#### 3 Specifications

List the specifications which apply to this contract.

| Title | Date or revision | Tick if publicly available |
|-------|------------------|----------------------------|
|-------|------------------|----------------------------|

|                             |       |       |
|-----------------------------|-------|-------|
| Contract Sum Analysis ..... | ..... | ..... |
|-----------------------------|-------|-------|

#### 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 *Employer*.

To be undertaken over the February half-term commencing on Monday 20<sup>th</sup> February 2017 for a period of 1 week completing on the 24<sup>th</sup> February 2017 .....

# Contract Data

## Works Information

### 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 is to produce a Contract Programme reflecting the specified works for agreement, prior to commencement on site. The Main Contractor is to make due allowances for lead in times required by specialist sub-Contractors/suppliers, details of which are to be clearly highlighted through a critical path on the Contract Programme. ....

The Contractor will be required to provide a simple GANTT chart, providing milestones, including start and finish times to the Project Manager. Programmes to be issued in PDF format. ....

### 6 Services and other things provided by the Employer

Describe what the Employer 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    |
|--|--------------------------------------|
| Services including water and electricity ..... | 20 <sup>th</sup> February 2017 ..... |
| .....  | .....                                |
| .....  | .....                                |



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