Contract Data

**PART ONE – DATA PROVIDED BY THE *CLIENT***

**The Data which will apply to all work under the Framework Contract is**

The *conditions of contract* are the clauses of the NEC4 Framework Contract June 2017 and any *additional conditions of contract*.

The *Client* is

|  |  |
| --- | --- |
| Name | Westcountry Rivers Trust |
|  |  |
| Address for communications | Rain-Charm HouseKyl Cober ParcStoke ClimslandCornwallPL17 8PH |

|  |  |
| --- | --- |
| Address for electronic communications | W4Gfishpassage@wrt.ort.uk |

The *Client’s Representative* is

|  |  |
| --- | --- |
| Name | David Chapman |
|  |  |
| Address for communications | As above  |

|  |  |
| --- | --- |
| Address for electronic communications | As above |

|  |  |
| --- | --- |
| The Framework Information is in | Project Information document  |

|  |  |
| --- | --- |
| The *framework scope* is in |  Project Information document  |

|  |  |
| --- | --- |
| The *selection procedure* is in | ITT 13 – Evaluation Criteria |

|  |  |
| --- | --- |
| The *quotation procedure* is in |  Project Information document  |

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| --- | --- |
| The *end date* is | 31 December 2019 |

|  |  |
| --- | --- |
| The period for reply to a *Supplier’s* quotation is | 15 days  |

|  |  |
| --- | --- |
| If *additional conditions of contract* are required | The *additional conditions of contract* are |
| Time Charge and Work Orders will be let using the NEC3 Professional Service Short Contract.  |

**The Data which will apply to all Time Charge Orders is**

|  |  |
| --- | --- |
| Logo22W | Professional Services |
| **Short Contract** |  |
|  | Contract No.  |  |
| A contract between | Westcountry Rivers Trust |  |
| and | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  |  |
| for |  |  |
|  | Contents | Page |
|  | Contract Form | 4 |
|  | Contract Data The *Consultant*’s Offer Price List ScopeConditions of Contract | 5-710 and 1311 and 1412 and 15CC1 |
|  |  |
|  |  |
| Contract Data |
|  |  |  |
|  | The *Client* is |  |
| NameAddressTelephoneE-mail addressThe *services* are | Westcountry Rivers Trust Rain-Charm House, Kyl Cober Parc, Stoke Climsland, Callington PL17 8PH 01579 372140david@wrt.org.uk  |
| The *starting date* isThe *completion date* isThe *delay damages* for late Completion are | £100 | per day. |
| The *law of the contract* is | The law of England and Wales  |
| The *period for reply* isThe *defects date* isThe *assessment day* is the | One FourLast Thursday  | week.weeks after Completion.of each month. |
|  |  |
| If the period for payment is not four weeksThe interest rate on late payment is | Within 30 days0.15 | % per complete week of delay. |
|  |  |  |
|  |  |
| Contract Data |
|  |  |  |
|  | The *Consultant* provides the following insurance cover |
|  |

|  |  |  |
| --- | --- | --- |
| **Insurance against** | **Minimum amount of cover** | **Period following Completion or earlier termination** |
| Failure of the *Consultant* to use the skill and care normally used by professionals providing services similar to the *services* | £2,000,000in respect of each claim, without limit to the number of claims | 6 years  |
| Death of or bodily injury to a person (not an employee of the *Consultant*) or loss of or damage to property resulting from an action or failure to take action by the *Consultant* | £5,000,000in respect of each claim, without limit to the number of claims | 3 years  |
| Death of or bodily injury to employees of the *Consultant* arising out of and in the course of their employment in connection with this contract | £5,000,000in respect of each claim, without limit to the number of claims | 3 years  |

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|  |  |
|  | The *Client* provides the following insurance coverNone. |
|  |
|  |  |

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| --- |
| Contract Data |
|  |  |  |
| The *Consultant*’s total liability to the *Client* for matters for which insuranceis provided is limited toThe *Consultant*’s total liability to the *Client* for other matters is limited toThe *tribunal* is | £2,000,000Five times the value of the contract awarded Adjudication – Construction Industry Council (CIC) |
| The *conditions of contract* are the NEC3 Professional Services Short Contract (April 2013) and the following additional conditions. |
| **The Contracts (Rights of****Third Parties) Act 1999** | **Z1**Z1.1 | For the purposes of the Contracts (Right 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.  |
| **Subcontracting**  | **Z2**Z2.1 | The *consultant* submits the name of each proposed Subcontractor to the *Client* for acceptance. A reason for not accepting the Subcontractor is that his appointment will not allow the *Consultant* to provide the *services.* The *Consultant* does not appoint a proposed Subcontractor until the *Client* has accepted him.  |
|  |  |

**The Data which will apply to all Work Orders is**

Work Orders will be let using the NEC3 Professional Service Short Contract. Refer to details above.

**PART TWO – DATA PROVIDED BY THE *SUPPLIER***

**The Data which will apply to all work under the Framework Contract is**

The *Supplier* is

|  |  |
| --- | --- |
| Name |   |
|  |  |
| Address for communications |   |

|  |  |
| --- | --- |
| Address for electronic communications |   |

|  |  |
| --- | --- |
| The *quotation information* is in |   |

**The Data which will apply to all Time Charge Orders is**

|  |
| --- |
| The *Consultant*’s Offer |
|  |  |  |
|  | The *Consultant* is |  |
| NameAddressTelephoneE-mail address | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . |
| The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of conditions*. |
| The name, job, qualifications and experience of *Consultant*’s *key people are* in | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  |
| The *staff rates* are |

|  |  |  |
| --- | --- | --- |
| **person or job** | **unit of measurement** | **rate** |
| . . . . . . . . . . . . . . . . . . . . . . . .  | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . .  |
| . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . .  |
| . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . .  |
| . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . .  |
| . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . .  |

 |
| The offered total of the Prices is | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  *‘*Not Applicable*’* all work to be carried out on a time charge basis. |
| Signed on behalf of the *Consultant*NamePositionSignature | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date . . . . . . . . . . . . . . . . . . . . . . . .  |
|  |
|  |  |
| Price List |
| For work paid on a time charge basis only expenses should be included. |
| **Item number Description Unit Expected Quantity Rate Price** |
| . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . .. . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .**Expenses**01 Travel Mileage pence per mile 1 02 Overnight Stay per night 103 Subsistence per person/day 1    |
|  | **The total of the Prices (excl. VAT)** |  |
|  |  |  |
|  |  |

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| --- |
| Scope |
| Please refer to Project Information and ITT |
|  |  |

**The Data which will apply to all Work Orders is**

|  |
| --- |
| The *Consultant*’s Offer |
|  |  |  |
|  | The *Consultant* is |  |
| NameAddressTelephoneE-mail address | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . |
| The *Consultant* offers to Provide the Services in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of conditions*. |
| The name, job, qualifications and experience of *Consultant*’s *key people are* in | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . .  |
| The *staff rates* are |

|  |  |  |
| --- | --- | --- |
| **person or job** | **unit of measurement** | **rate** |
| . . . . . . . . . . . . . . . . . . . . . . . .  | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . .  |
| . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . .  |
| . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . .  |
| . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . .  |
| . . . . . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . . . . . . . . . | . . . . . . . . . . . . |

 |
| The offered total of the Prices is | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Enter the total of the Prices from the Price List. |
| Signed on behalf of the *Consultant*NamePositionSignature | . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . . Date . . . . . . . . . . . . . . . . . . . . . . . .  |
|  |
|  |  |
| Price List |
| Entries in the first four columns are made either by the *Client* or the tenderer.For each row:● If the *Consultant* 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.● If the *Consultant* is to be paid an amount for the item of work and 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. Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the *staff rates*.  |
| **Item number Description Unit Expected Quantity Rate Price** |
| 01 Topographic Survey per site 1 02 SNIFFER Assessment per site 103 Hydrological Model per site 1 04 Concept Design per site 105 Developed Design per site 106 Technical Designs per site 1 07 Meetings per meeting 1**Expenses**01 Travel Mileage pence per mile 102 Overnight Stay per night 103 Subsistence per person/day 1  |
|  | **The total of the Prices (excl. VAT)** |  |
|  |  |  |
|  |  |
| Scope |
| Please refer to Project Information and ITT |
|  |  |