



## NEC3 Engineering and Construction Short Contract (ECSC)

<b>A contract between</b>	<b>Council of the Isles of Scilly Town Hall, St Mary's, Isles of Scilly TR21 0LW</b>
<b>and</b>	
<b>for</b>	<b>New Pavement 3 and Workshop Development to Moorwell Depot</b>

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**CC1**



## Contract Data

### The Employer is

Name	<b>Council of the Isles of Scilly</b>
Address	Town Hall, St Mary's, Isles of Scilly TR21 0LW
Telephone	Mr Eddie Williams - 01720 424541
E-mail	Eddie.Williams@scilly.gov.uk

### The Employer's Agent is

Name	James Lockyer BSc CEng FICE
Address	James Lockyer Associates Ltd Oakland Mews, Liskeard PL14 3UX
Telephone	01579 344771 / 07850 142860
E-mail	jwl@jameslockyer.co.uk

### The works are

New Pavement 3 and Workshop Development

### The site is

Porthmellon Waste Management Site, St Marys, Isles of Scilly, TR21 OJY  
As Shown on the Contract Drawings

### The starting date is

**9 December 2019 Anticipated**

### The completion date is

**31 March 2020**

### The period for reply is

**2 weeks**

### The defects date is

**26 weeks** after Completion

### The defect correction period is

4 weeks

### The delay damages are

£100 per day

### The assessment day is

The last working day of each month

### The retention is

5%

Does the UK Housing Grants, Construction and Regeneration Act (1996) apply?

Yes

### The interest on late payment is

0.5% per complete week of delay  
(ECSC default)

### The Adjudicator is

The person appointed as follows:

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, such costs to be figured in the dispute resolution.  
The person appointed is also Adjudicator for later disputes.

### The Adjudicator nominating body is

The Institution of Civil Engineers

### The tribunal is

Litigation in the courts



### Contract Data

The Contractor is not liable to the Employer for loss of or damage to the Employer's property in excess of	The cover provided by the Contractor's public liability insurance for any one event
The Employer provides this insurance	<b>None</b>
The Contractor provides this insurance	<b>The insurances stated in the Insurance Table below from the Starting Date</b>

#### Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Employer'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 <i>works</i> , 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 <b>£5,000,000</b> for any one event with cross liability so that the insurance applies to the Parties separately	
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 <i>works</i>	N/A – No contractor design requirement	N/A

<b>The conditions of contract are</b>	The NEC3 Engineering and Construction Short Contract (April 2013), and the following additional conditions
<b>Additional conditions</b>	
Z1. Correctness of Site Information	Site Information about the site layout and structures is provided in good faith by the <i>Employer</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information he relies on for the purpose of Providing the Works.
Z2. Amend <b>CC5 cl 51 Payment</b> <b>CC12 cl 1.1 (2)</b>	Payment will be deemed due within <b>4 weeks</b> of the next Assessment Day. This reflects typical timescales required to certify and arrange appropriate payment by the Employer



## Contract Data

### The Contractor's Offer

#### The Contractor is

Name	
Address	
Telephone	
E-mail address	
The percentage for overheads and profit added to the Defined Cost for <i>people</i> is	%
The percentage for overheads and profit added to <u>other</u> 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

*Amount in words*

£

(the total of the Prices from the Price List)

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

### The Employer's Acceptance

**The Employer accepts the Contractor's Offer to Provide the Works.**

Signed on behalf of the *Employer*

Name

Position

Signature

Date



## Contract Data

### Price List

Entries in the first four columns in this Price List are made either by the *Employer* 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 Nr	Description	Unit	Qty	Rate	Price
1	<p><b>The fully costed Schedule of Work</b> including provisional sums and prime costs where specified.</p> <p>If relevant the Schedule of Work will request rates for items that will be adjusted if the quantity of work in the item changes which should be provided</p> <p>Items in the Schedule of Work not costed will be assumed to have been allowed for.</p>	-	-	-	£
Additional items included by tenderer if required					
<b>The total of the Prices</b> (transferred to Contractor's Offer)				<b>£</b>	



## Contract Data

### Works Information

#### 1 Description of the Works

The Works comprise New Pavement 3 and Workshop Development to Moorwell Depot, including all associated works as described in the Works Information and the Schedule of Work.

#### 2 Drawings

Drawing number	Revision	Title
5505/CB/100	D	Existing Site Plan
5505/CB/101	D	Pavement Layout Existing Plan
5505/CB/201	D	Pavement Proposals
<del>5505/CB/202</del>	€	<del>Pavement Area 1</del> <b>OMITTED</b>
<del>5505/CB/203</del>	€	<del>Pavement Area 2</del> <b>OMITTED</b>
5505/CB/204	D	Pavement Area 3
5505/CB/205	A	Pavement Area 3 Detail
5505/CD/205	C	Pavement Construction Details
5505/XB/101	C	Workshop Floor Plan & Block plan
5505/XB/102	C	Workshop Development Proposals

#### 3 Specifications

Title	Date or revision	Publicly available?
Schedule of Work (SoW) Reference JLA/5505-02	3 02/08/2019	N/A

#### 4 Constraints on how the Contractor Provides the Works

As Schedule of Work

#### 5 Requirements for the programme

To be submitted in accordance with Preliminaries A32/210

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

N/A

Item	Date by which it will be supplied
Use of area within the waste management site as a contractor's compound	From commencement

## Contract Data

### Site information

Refer to Schedule of Work including Preliminaries and Pre-Construction Information and Drawings

Description: Works take place at the northern end of the HWRC and within the Workshop

Access will need to be made available during the opening times of the site allowing the site to operate for both the acceptance of waste and maintenance & repair functions, and will involve overlap with the public; all due care should be taken to protect members of the public from the works.