Engineering and Construction Short Contract

Contract Data Forms

**June 2017**

**(with amendments January 2019)**

Engineering and Construction

Short Contract

|  |  |
| --- | --- |
| **A contract between** | University of Chichester |

|  |  |
| --- | --- |
| **and** |   |

|  |  |
| --- | --- |
| **for** |   |

Contract Forms

Contract Data

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

Price List

Scope

Site Information

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

Contract Data

The *Client’s* Contract Data

The *Client* is

|  |  |
| --- | --- |
| Name | University of Chichester |
|  |  |
| Address for communications | University of Chichester |

|  |  |
| --- | --- |
| Address for electronic communications | tenders@chi.ac.uk  |

|  |  |
| --- | --- |
| The *works* are |   |

|  |  |
| --- | --- |
| The *site* is |   |

|  |  |
| --- | --- |
| The *starting date* is | TBC 2023 |

|  |  |
| --- | --- |
| The *completion date* is | TBC 2024 |

|  |  |  |
| --- | --- | --- |
| The *delay damages* are | 0.5% of project value | per day |

|  |  |  |
| --- | --- | --- |
| The *period for reply* is | 2 | weeks |

|  |  |  |
| --- | --- | --- |
| The *defects date* is | 52 | weeks after Completion |

|  |  |  |
| --- | --- | --- |
| The *defect correction period* is | 2 | weeks |

|  |  |  |
| --- | --- | --- |
| The *assessment day* is the | 1st | of each month |

|  |  |  |
| --- | --- | --- |
| The *retention* is | 2.5 | % |

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply

(delete as applicable)

The *Adjudicator* is

|  |  |
| --- | --- |
| Name | As elected by RICS |

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

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

Contract Data

The *Client’s* Contract Data

|  |  |  |
| --- | --- | --- |
| The interest rate on late payment is | N/A | % per complete week of delay. |

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

|  |  |
| --- | --- |
| 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 | £10,000,000.00 (Ten Million GBP) |

|  |  |
| --- | --- |
| The *Client* provides this insurance |   |

|  |
| --- |
| **Only enter details here if the *Client* is to provide insurance.** |

|  |  |
| --- | --- |
| The minimum amount of | Public Liability |
| cover for the third insurance |  |
| stated in the Insurance Table is, |  |
| for any one event | £10,000,000.00 (Ten Million GBP) |

|  |  |
| --- | --- |
| The minimum amount of | Professional Indemnity |
| cover for the fourth insurance |  |
| stated in the Insurance Table  |  |
| is, for any one event | £N/A |

|  |  |
| --- | --- |
| The *Adjudicator nominating* |  |
| *body* is | RICS |

|  |  |
| --- | --- |
| The *tribunal* is | Litigation |

|  |  |
| --- | --- |
| If the *tribunal* is arbitration, the |  |
| arbitration procedure is | TBC |

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (with amendments January 2019) and the following additional conditions

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

|  |
| --- |
|   |

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 |

|  |  |  |
| --- | --- | --- |
|   |   |   |

|  |  |  |
| --- | --- | --- |
|   |   |   |

|  |  |  |
| --- | --- | --- |
|   |   |   |

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| --- | --- | --- |
|   |   |   |

|  |  |  |
| --- | --- | --- |
|   |   |   |

|  |  |
| --- | --- |
| The *published list of Equipment* is |   |

|  |  |  |
| --- | --- | --- |
| The *percentage for adjustment for Equipment* is |  | % (state plus |
|  |   | or minus) |

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 |   |

|  |  |
| --- | --- |
| 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 |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
|   |   |   |   |   |   |
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|   |   |   |   |   |   |
|   |   |   |   |   |   |

|  |  |
| --- | --- |
| **The total of the Prices** |   |

The method and rules used to compile the Price List are

|  |
| --- |
|   |

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.****Information provided by the *Contractor* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client’s* requirements and is consistent with the other parts of the Scope.** |

|  |
| --- |
| **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.** |

|  |
| --- |
|  |

|  |
| --- |
| **2 Drawings** |

|  |
| --- |
| **List the drawings that apply to the contract.** |

|  |  |  |
| --- | --- | --- |
| DRAWING NUMBER | REVISION | TITLE |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |

Scope

|  |
| --- |
| **3 Specifications** |

|  |
| --- |
| **List the specifications which apply to the contract.** |

|  |  |  |
| --- | --- | --- |
| TITLE | DATE OR REVISION | TICK IF PUBLICLY AVAILABLE |
| Document 1 - TBC | 1 |   |
|   |   |   |
|   |   |   |
|   |   |   |
|   |   |   |

|  |
| --- |
| **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.*** |

|  |
| --- |
| All site personnel to complete UoC Estates induction |

Scope

|  |
| --- |
| **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).** |

|  |
| --- |
| A Gantt Chart format programme is required - programme to be reviewed during first pre start meeting. |

|  |
| --- |
| **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

|  |
| --- |
| **Give information about the *site* such as the ground conditions and any other information which is likely to affect the *Contractor’s* work such as the position of adjacent structures.** |

|  |
| --- |
|   |