



An nec3 engineering and construction contract

Short Contract

For

Remedial Works
at
Sandilands, Croydon

LT-C-17-444

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Section 1



SECTION 1
FORM OF AGREEMENT

FORM OF AGREEMENT

Between

Tramtrack Croydon Ltd t/a London Trams

And

Volker Rail Specialist Businesses Ltd

For

Sandilands Remedial Works

Contract Number LT-C-17-444

THIS FORM OF AGREEMENT is made the ¹⁵ day of February 2018 ²

BETWEEN

1. **Tramtrack Croydon Ltd (t/a London Trams) of 55 Broadway, St James Park, London SW1 0BD** (hereinafter called "the Employer"); and
2. **Volker Rail Specialist Businesses Ltd**, a company incorporated in and in accordance with the laws of **ENGLAND AND WALES** having as its registered number **4197945** and its registered office at **Hertford Road, Hoddesdon, Hertfordshire, EN11 9BX** (hereinafter called "the Contractor").

RECITALS

- (A) The *Employer* wishes to appoint the *Contractor* to undertake works in the **Sandilands area as described in the Works Information** in Croydon ("the works").
- (B) The *Employer* has accepted a tender by the *Contractor* for the construction works and correction of Defects therein in accordance with the *conditions of contract*.

OPERATIVE PROVISIONS

1. In this Form of Agreement, unless the context otherwise requires, words and expressions shall have the same meaning as set out in the *conditions of contract*.
2. The *conditions of contract* are the NEC Engineering and Construction Short Contract (Third edition June 2005 with amendments September 2011) together with and as amended by the amendments set out in the Short Form Contract standard TfL amendments.
3. This contract shall mean this document and the following documents which are hereby incorporated into and shall comprise this contract:
 - 3.1 the *conditions of contract* (including, for the avoidance of doubt, the amendments set out in the Short Form Contract standard TfL amendments (which amendments shall prevail over any other *condition of contract*));
 - 3.2 the Contract Data;
 - 3.3 The Works and Site Information
4. The several documents forming this contract are to be taken as mutually explanatory of one another. In the event of any ambiguity they shall be construed in the order set out in clause 3 of this Form of Agreement.

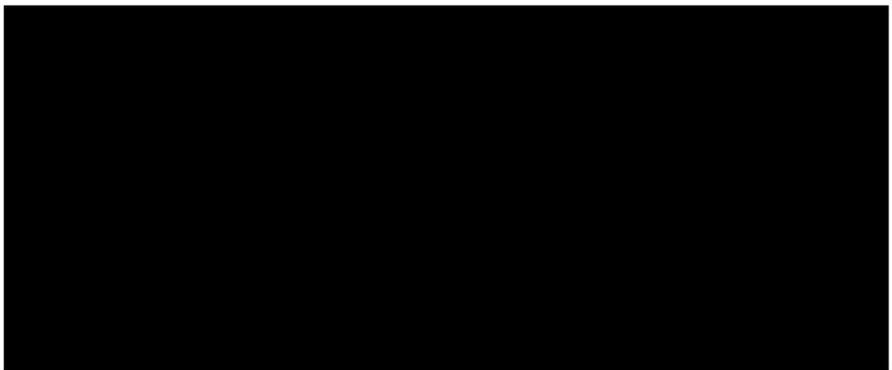
5. The *Contractor* Provides the Works in accordance with this contract.
6. The *Employer* pays the *Contractor* for the Provision of the Works the amount due in accordance with this contract.
7. Notwithstanding the manner of execution of this contract it is agreed that:
 - 7.1 the limitation period within which any claim may be brought by the *Employer* for breach of this contract by the *Contractor* is 6 years from the date of breach; and
 - 7.2 the *Contractor* agrees not to raise in defence of any such claim a shorter limitation period whether pursuant to the Limitation Act 1980 (as the same may be amended or re-enacted from time to time) or otherwise.

THE CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by
for and on behalf of
The Employer



Signed by
for and on behalf of
the **Contractor**



Section 2



SECTION 2
CONTRACT DATA SHEETS

SANDILANDS REMEDIAL WORKS - CONTRACT DATA Part 1

Contract Data LT-C-17-444

The *Employer* is

Name: Tramtrack Croydon Ltd t/a London Trams

Company Number: 3092613

Address: 11th Floor, Knollys House, 17 Addiscombe Road, Croydon,
CR0 4SR

Telephone: 0203 054 2500

The principal contractor for the purposes of the CDM Regulations is: The *Contractor*

The principal contractor for the purposes of the Site Waste Management Plan Regulations is: The *Contractor*

The *works* are: Remedial works at Sandilands, Croydon as described in the Works Information.

The *site* is: The triangle area bounded by Woodbury Close, Addiscombe Bridge and the entrance to Sandilands Tunnel as indicated in the Site Information

The *starting date* is: 25th September 2017

The *completion date* is: 18th November 2017

The *period for reply* is: 7 days or 8 hours during any possession works

The *defects date* is: 52 weeks after Completion.

The *defects correction period* is: 4 weeks.

The *delay damages* are: Delay to return of operational service after a possession is £30,000 per service day with pro rata (to 24 hours) of the delay per hour (or part thereof) capped at 10% of the total of the Prices.

The *assessment day* is 7th October 2017 and every four weeks thereafter.

The *retention* is nil

The *Contractor* submits invoices in draft to the Project Manager for approval before formal submission to Accounts Payable and such invoices contain the following information:

Purchase Order Number 3100957251

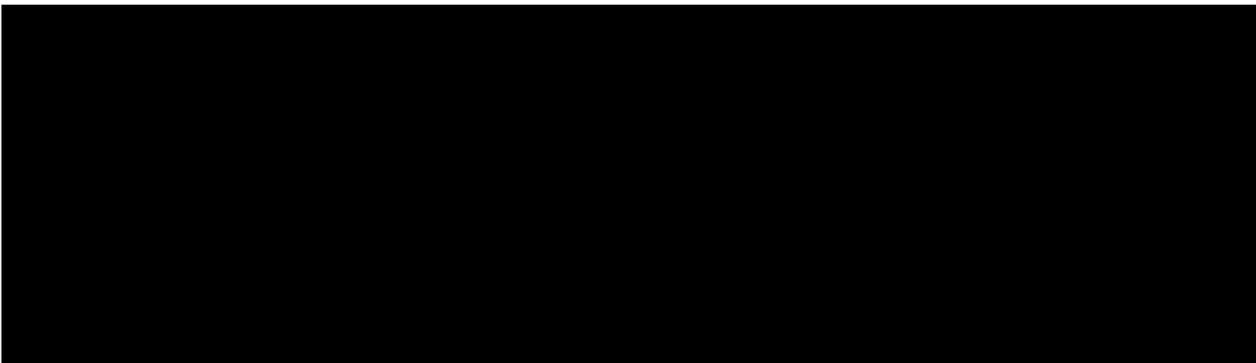
Contract Number LT-C-17-444

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

The *Adjudicator* is

An independent person appointed to act as adjudicator in accordance with Clause W2.2

The interest rate on late payment is [REDACTED] per annum in excess of the rate set from time to time by the Bank of England's monetary policy committee or any successor of it.



The minimum amounts of cover or minimum Products Liability Insurance [REDACTED]

limits of indemnity for the insurances to be maintained in accordance with the Insurance Table are:

Employer's Liability Insurance



Professional Indemnity Insurance



The *Adjudicator nominating body* is:

the President or a Vice-President of the Chartered Institute of Arbitrators

The *tribunal* is:

litigation in the English courts.

The *conditions of contract* are the NEC3 Engineering and Construction Short Contract (Third Edition 2005 with amendments September 2011) together with and as amended and supplemented by the Short Form Contract standard TfL amendments.

Contract Data Part 2

The Contractor's Offer

Name:	The Contractor is Volker Rail Specialist Businesses Ltd
Company Number:	4197945
Address:	Hertford Road, Hoddesdon, Hertfordshire EN11 9BX
Telephone:	01302 791100
Fax:	01302 791200
E-mail address:	tenders@volkerrail.co.uk

The percentage for overheads and profit added to the Defined Cost for people is [REDACTED]

The percentage for overheads and profit added to other Defined Cost is [REDACTED]

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 £235,750.00 (actual amount to be determined in accordance with the conditions of contract and the rates and terms detailed in the attached Price List schedules 1-3).

PRICE LIST – See section 4.

Attached schedules:

1. Sandilands – Price List Schedule 1(Budget Forecast)
2. Sandilands – Price List Schedule 2 (Schedule of Rates)
3. Sandilands – Price List Schedule 3 (e-mail correspondence)

Section 3



SECTION 3

**WORKS INFORMATION and
SITE INFORMATION**