Contract Data:

Engineering and Construction Short Contract

Engineering and Construction

Short Contract

|  |  |
| --- | --- |
| **A contract between** | [insert Employer details] (**the ‘*Employer’***)  |

|  |  |
| --- | --- |
| **and** | **Willmott Dixon Construction Ltd** of – Suite 201, The Spirella Building, Bridge Road, Letchworth Garden City, Hertfordshire, SG6 4ET (**the ‘*Contractor’***) |

|  |  |
| --- | --- |
| **for** | The services of …………..This Delivery Agreement is made pursuant to the Framework Agreement dated 4th April 2022 made between **PLACES FOR PEOPLE GROUP LIMITED** and the *Contractor* (the ‘Framework Agreement’)  |

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 |   |
|  |  |
| Address for communications |   |

|  |  |
| --- | --- |
| Address for electronic communications |  Click or tap here to enter text. |

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

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

|  |  |
| --- | --- |
| The *starting date* is | ……… |

|  |  |
| --- | --- |
| The *completion date* is | ……… |

|  |  |  |
| --- | --- | --- |
| The *delay damages* are | £Nil | per day |

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

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

|  |  |  |
| --- | --- | --- |
| The *defect correction period* is | * + - 1. ‘**Emergency Defects’** - any Defect(s) which the *Client* reasonably considers need making good as a matter of urgency - **within 24 hours of receiving the *Client’s* notification**; and
			2. **‘Serious Defects’** - any Defects which the *Client* reasonably considers to be serious defects or faults - **within seven days of receiving the *Client’s* notification**; and

(3) **‘Routine Defects’** - all other Defects notified to the *Contractor -* **within four weeks of receipt of the *Client’s* notification** | ~~weeks~~ |

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

|  |  |  |
| --- | --- | --- |
| The *retention* is | 0 | % |

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does/does** not apply

(delete as applicable)

The *Adjudicator* is

|  |  |
| --- | --- |
| Name |  **As nominated by the President of RICS** **Either insert the Adjudicator’s Name, Address, Telephone, Fax and Email (naming a specific Adjudicator is unusual) – or leave blank and in default the Adjudicator nominating body will select the Adjudicator** |

|  |  |
| --- | --- |
| Address for communications | To be confirmed upon event |

|  |  |
| --- | --- |
| Address for electronic communications | To be confirmed upon event |

Contract Data

The *Client’s* 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.** |

|  |  |
| --- | --- |
| 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 |  120% of the tendered total of the Prices |

|  |  |
| --- | --- |
| The *Client* provides this insurance | Insurance for all existing buildings and property existing within the Site or at the sole discretion of the Client he may elect to ‘self-insure’ such existing buildings and property and in doing so accepts all of the Client’s associated risks arising out of or in relation to such ‘self-insurance’. In accordance with a Client’s decision to ‘self-insure’ they do not accept any additional insurance premium/cost from the Contractor.  |

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

|  |  |
| --- | --- |
| The minimum amount of |  |
| cover for the third insurance |  |
| stated in the Insurance Table is, |  |
| for any one event | 5,000,000 |

|  |  |
| --- | --- |
| The minimum amount of |  |
| cover for the fourth insurance |  |
| stated in the Insurance Table  |  |
| is, for any one event | 5,000,000 |

|  |  |
| --- | --- |
| The *Adjudicator nominating* |  |
| *body* is | Royal Institution of Charted Surveyors |

|  |  |
| --- | --- |
| The *tribunal* is | The Courts of England and Wales |

|  |  |
| --- | --- |
| If the *tribunal* is arbitration, the |  |
| arbitration procedure is | …... |

The *conditions* of *contract* are the NEC4 Engineering and Construction Short Contract June 2017 (with amendments October 2020) and the following additional conditions

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

|  |
| --- |
| **Option Z**1. The additional Conditions of Contract are:

**100                          Additional Clauses**11.2(31)                Insert new definition:                            “‘Fire Safety Strategy’ means the specifications and drawings setting out the detailed design for the works and specifying all systems, methods, products and materials to be used in the construction and delivery of the external walls of the works including for the avoidance of doubt the insulation materials, cladding materials, methods of fixing cavity barriers and other fire protection measures as comprised in the documents which the Contract Data states it is in.”21.4.1Insert new clause 21.4.1“Notwithstanding any contrary provision in the Contract or any documents forming part of the Contract it is hereby expressly agreed and acknowledged that: -1. no fitness for purpose warranty is either given or implied, whether under statute or otherwise, in relation to the works to be delivered under this Contract and/or method, system, design, products and materials provided by the Contractor, and
2. the Contractor in delivering the works and complying with the requirements of the Contract and any documents forming part of the Contract shall exercise reasonable skill and care and shall have the like liability to the Client, whether under statute, this contract or otherwise, as would an architect or, as the case may be, any other appropriate professional designer holding himself out as competent to take on such work for such design and material selection who, acting independently under a separate contract with the Client, has supplied such design for or in connection with the works to be carried out by a building contractor who is not the supplier of the design”

27.5                         Insert a new clause 27.5‘Where and to the extent any method, system, design, product or materials that are expressly set out in the Fire Strategy Document and/or in any Specification, information or Drawings prepared by or on behalf of the Client have been installed and fitted by the Contractor and building regulation approval has been issued then the issue of such building regulation approval on practical Completion of the works shall be deemed conclusive evidence that such method, system, design products or materials comply with such requirements of this Contract in respect of all regulations connected with such approval, the Statutory Requirements and, in particular, the Building Control Regulations.’60.1.(18A)              Insert a new clause 60.1.(18A) “a delay in the procurement or transportation of any goods or materials which has a direct and adverse effect upon the whole of the works or a programme critical element of the works caused as a consequence of any limitation on the free movement of goods and materials to the United Kingdom from the European Union provided that the Contractor has used all practicable steps to minimise and mitigate any delay arising from the events contemplated in this clause 60.1.(18A) including placing orders for such goods or materials within a reasonable time based on any relevant lead in times that could be reasonably anticipated at the Contract Date and provided further that there shall be no increase to the Prices arising from a compensation event under this clause 60.1.(18A)”.60.1 (19)                  Amend clause 60.1(19) by adding to the end of the third bullet point“and for the avoidance of doubt the impact of coronavirus shall remain within the scope of this definition” |

Contract Data

The *Contractor’s* Contract Data

The *Contractor* is

|  |  |
| --- | --- |
| Name | Willmott Dixon Construction Ltd |
|  |  |
| Address for communications | Spirella, 2 Icknield Way, Letchworth Garden City, Hertfordshire, SG6 4GY |

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

|  |  |  |
| --- | --- | --- |
| The *fee percentage* is | 3.08 | % |

The *people rates* are

|  |  |  |
| --- | --- | --- |
| category of person |  | rate |

[as set out in the Commercial Model]

Please Note – The above rates are subject to a XXX downward adjustment in line with the Framework Agreement

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

|  |
| --- |
| ….Procure X materialsCarry our X surveys |

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

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

|  |
| --- |
| EXAMPLE - Unknown Constraints including but not limited to the below are a *Client* risk:* Any Covid related constraints
* Any Brexit related constraints
* Any discoverables. Such as condition and/or obstruction in background structure, fabric, ground conditions, ground obstructions and objects
* Any constraints from working within a live hospital environment
* Stakeholder engagement/ sign off
* Adequacy / cleanliness and performance of existing services, structures or building fabric
* Changes in regulations that impact the Fire Safety Strategy
* Survey, discovery and removal of Asbestos
* Condition of existing building fabric
* Derogations against the HTMs due to connecting to existing systems
* Derogations against existing HBNs due to modularised design
* Any planning conditions, approvals, authorisation, Local Council/Authority approvals to be obtained by the Client, if no such approvals are obtained then it is agreed that this is a Client risk

Early material orders are agreed to be a *Client* risk. This requires the *Client* to take the risk on the following including but not limited to; * Quantities (over/under ordering)
* Specification changes
* Storage of materials
* Insurance of stored goods/materials
* Damage in storage or in transportation
* Any changing of colour scheme once colours have been approved
* Any decolourisation if it's not all ordered at once or only partially installed
* Any deterioration of product whilst in storage
* Any issues caused by the length of time on how long it can be stored
* Any issues arising from warranties caused by the length of warranty of installed product
* Any changes to regulations, standards, building control, HTN/ HBN's
* Any issues where a product gets discontinued unable to match for the rest of the project
* DB / Fire Rating’s
* Any issues later found by changing Fire/Acoustic values required if purchased early
* Any revisions or updates in standards, building codes, HTMs & HBNs after materials have been ordered

As per Risk Register tbc |

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).** |

|  |
| --- |
|   |

|  |
| --- |
| **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 |
| All utilities free of charge – such as water, gas, electric, data, etc | ….. |
| ….. |   |
|   |   |
|   |   |
|   |   |

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.** |

|  |
| --- |
| EXAMPLE - The below are risks that have a likely chance to affect the Contractor’s works. Please also refer to section 4 above.Site Information which is likely to affect the works:* Asbestos
* Any discoverables
* Existing fabric discoverables
* Live hospital interface
* Wind/weather
* Surveys carried out are for information only and not to be relied upon

Other Information which is likely to affect the work:Risks of procuring material at a pre-RIBA Stage 4 design status, including all identified risk allocations stated within section 4 of this agreement:* Quantities (over/under ordering)
* Specification changes
* Storage of materials
* Insurance of stored goods/materials
* Damage in storage or in transportation
* Any changing of colour scheme once colours have been approved
* Any decolourisation if it's not all ordered at once or only partially installed
* Any deterioration of product whilst in storage
* Any issues caused by the length of time on how long it can be stored
* Any issues arising from warranties caused by the length of warranty of installed product
* Any changes to regulations, standards, building control, HTN/ HBN's
* Any issues where a product gets discontinued unable to match for the rest of the project
* DB / Fire Rating’s
* Any issues later found by changing Fire/Acoustic values required if purchased early
* Any revisions or updates in standards, building codes, HTMs & HBNs after materials have been ordered
 |