Engineering and Construction Short Contract

Contract Data Forms

Engineering and Construction

Short Contract

|  |  |
| --- | --- |
| **A contract between** | South Hams District Council |

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

|  |  |
| --- | --- |
| **for** | Woolwell, Totnes, Dartington and South Brent play area renewals |

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.** |

|  |  |  |
| --- | --- | --- |
| **THIS CONTRACT** is made on the xxxxx day of December 2025  **BETWEEN** | | |
| (the *Client*)  South Hams District Council  Whose registered office is at:  Follaton House, Totnes, Devon, TQ9 5NE  (Hereinafter called the *Client*)  **AND**  XXXX  (Hereinafter called the *Contractor*) | | |
| The *Client* wishes to have the following works provided | | |
| Woolwell, Totnes, Dartington and South Brent play area renewals | | |
| **NOW IT IS AGREED THAT:** | | |
| 1. | The *Contractor* will Provide the Works in accordance with the conditions of contract identified in the Contract Data. | |
| 2. | The *Client* will pay the *Contractor* in accordance with this Contract subject to the performance of the services in accordance with this Contract. | |
| 3. | The documents forming part of this agreement are the:   * XXXXXXX | |
|  | |  |
| ***Contractor***  Executed as a DEED and delivered:  On behalf of (the *Contractor*)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        (signed)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        (name of Director)  In the presence of:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        (signed)  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_        (name of witness)  ***Client***  The Common Seal of SOUTH HAMS DISTRICT COUNCIL was hereto affixed in the presence of:  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_      (signed)  Authorised Officer  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ | |  |

Contract Data

The *Client’s* Contract Data

The *Client* is

|  |  |
| --- | --- |
| Name | South Hams District Council |
|  |  |
| Address for communications | Follaton House, Totnes, Devon, TQ9 5NE |

|  |  |
| --- | --- |
| Address for electronic communications | Rob.Sekula@swdevon.gov.uk |

|  |  |
| --- | --- |
| The *works* are | Woolwell, Totnes, Dartington and South Brent play area renewals |

|  |  |
| --- | --- |
| The *site* is | Rush Way, Totnes.  Gidleys Meadow, Dartington.  Woolwell Centre play area, Woolwell.  Crowder Meadow, South Brent |

|  |  |
| --- | --- |
| The *starting date* is | 5th January 2026 |

|  |  |
| --- | --- |
| The *completion date* is | 31st May 2026 |

|  |  |  |
| --- | --- | --- |
| The *delay damages* are | £100 | per day |

|  |  |  |
| --- | --- | --- |
| The *period for reply* is | 3 days |  |

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

|  |  |  |
| --- | --- | --- |
| The *defect correction period* is | 4 | weeks |

|  |  |  |
| --- | --- | --- |
| The *assessment day* is the | 20th | of each month |

|  |  |  |
| --- | --- | --- |
| The *retention* is | 5%  2.5% of this will be released upon practical completion and receipt of a Post Installation Inspection Report with satisfactory resolution of identified issues.  The remaining 2.5% will be held for the duration of the 52 week defects period. | % |

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

The *Adjudicator* is

|  |  |
| --- | --- |
| Name | To be confirmed from the Institution of Civil Engineers. |

|  |  |
| --- | --- |
| Address for communications | One Great George Street Westminster London SW1P 3AA |

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

Contract Data

The *Client’s* Contract Data

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| --- | --- | --- |
| 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 | N/A |

|  |  |
| --- | --- |
| The *Client* provides this insurance | The *Client* provides no additional insurances |

|  |
| --- |
| **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 | Public Liability Insurance £5m |

|  |  |
| --- | --- |
| The minimum amount of |  |
| cover for the fourth insurance |  |
| stated in the Insurance Table |  |
| is, for any one event | Employers’ Liability £10m |

|  |  |
| --- | --- |
| The *Adjudicator nominating* |  |
| *body* is | Institution of Civil Engineers |

|  |  |
| --- | --- |
| The *tribunal* is | Arbitration |

|  |  |
| --- | --- |
| If the *tribunal* is arbitration, the |  |
| arbitration procedure is | To be confirmed by the Adjudicator nominating body |

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

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

|  |
| --- |
| Z1 to Z10 (as shown overleaf)  **Z1 Accuracy of the Contract**  **(i)** The *Contractor* agrees it has ascertained for itself the adequacy of the information given by the *Client* to the *Contractor* with regard to the provision of work pursuant to this Contract, and shall have obtained all necessary information as to risks, contingencies and any other circumstances which might affect the *Contractor’s* tender.  **(ii)** No claim against the *Client* shall be allowed whether in contract, in tort, under the Misrepresentation Act 1967 or otherwise on the ground of any inaccuracy.  **Z2 Corruption Gifts or Consideration of Any Kind**  The *Client* shall be entitled to determine the *Contract* forthwith and to recover from the *Contractor* the amount of any loss resulting from such determination if the *Contractor* shall have offered or given or agreed to be given to any person any gifts or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining or execution of this Contract with the *Client*, or for showing or forbearing to show favour or disfavour to any other person in relation to this Contract or any other Contract with the *Client* or if any of the like acts shall have been done by any person employed by the *Contractor* or acting on behalf of the *Contractor* (whether with or without the knowledge of the *Contractor*) or if in relation to the Contract with the *Client* the *Contractor* or any persons employed by the *Contractor* shall have committed any offence under the Prevention of Corruption Acts 1889 and 1916 or shall have given any fee or reward the receipt of which is an offence under sub-section 2 of section 117 of the Local Government Act 1972**.**  **Z3** The *Client* and the *Contractor* agree that, insofar as the *Contractor* has performed a part of the Works before the date of this agreement, the obligations and liabilities of the *Contractor* under this agreement shall take effect in all respects as if this agreement had been dated prior to the commencement of that part of the Works by the *Contractor*.  **Z4 Sub-Contracting and Assignment**  Neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this contract without the prior written consent of the other party, neither may the Contractor sub-contract the whole or any part of its obligations under this contract except with the express prior written consent of the Client.  **Z5 Equality**  The Contractor shall comply with all current appropriate legislation and without prejudice to that will not discriminate on the grounds of race, skin colour, nationality, ethnic or national origin, gender, sexual orientation, marital status, disability, age, religious belief or class at any time in the execution of this Contract.  **Z6 Bribery**  The Client may terminate this Contract and recover all its loss if the Contractor, its employees or anyone acting on the Contractor’s behalf do any of the following things:  (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other Client contract (even if the Contractor does not know what has been done), or  (b) commit an offence under the Bribery Act 2010, or  (c) commit any fraud in connection with this or any other Client contract whether alone or in conjunction with Client members, contractors or employees. Any clause limiting the Contractor’s liability shall not apply to this clause.  **Z7 Data Protection**  The Contractor acknowledges that the Client is subject to the requirements of the Data Protection Act 1998 (“the DPA”) and shall (and shall procure that any of its staff involved in the provision of the Works):  (d) comply with the requirements of the DPA and any statute, statutory instrument, rule, order or regulation under the DPA;  (e) at all times have in place, and maintain to the satisfaction of the Client, procedures to protect any data from unauthorised or unlawful processing, loss, damage or destruction;  (f) keep the Client fully indemnified against all actions, claims, costs, expenses and damages brought against or suffered by the Client arising out of any breach of the above conditions or the principles of data protection.  **Z8 Freedom of Information**  (g) The Contractor acknowledges that the Client is subject to the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with the Client to enable the Client to comply with its information disclosure obligations thereunder.  (h) The Contractor shall:  transfer to the Client all requests for information that it receives as soon as practicable and in any event within two (2) working days of receiving a request for information;  provide the Client with a copy of all relevant information in its possession, or power in the form that the Client requires within five (5) working days (or such other period as the Client may reasonably specify) of the Client’s request; and  provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.  (i) The Client shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the EIR.  (j) In no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the Client.  (k) The Contractor shall ensure that all Information held on behalf of the Client is  retained for disclosure for at least twelve (12) years from the date of termination or expiry of the Contract and shall permit the Client to inspect such information as requested from time to time.  **Z9 Audit**  The Contractor shall keep and maintain until 12 years after the end of the Contract, full and accurate records of the Contract including the Works supplied under it and all payments made by the Client. The Contractor shall on request afford the Client or the Client’s representatives such access to those records as may be requested by the Client in connection with the Contract or the monitoring of it.  **Z10 Confidentiality**  (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by sub-clauses Z7(b), Z7(c) and Z7(d).  (b) The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA the text of this Contract is not confidential information. The Client shall be responsible for determining in its absolute discretion whether any part of this Contract is exempt from disclosure in accordance with the provisions of the FOIA. |

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 | Rob Sekula |

|  |  |
| --- | --- |
| Position | Principal Natural Resources and Greenspaces Officer |

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

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

The method and rules used to compile the Price List are

|  |
| --- |
| N/A |

Scope

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

|  |
| --- |
| Design, supply and installation of play equipment at four Council owned play park sites:   * Rush Way, Totnes – replacement of toddler play equipment * Gidley’s Meadow, Dartington – replacement of existing play equipment * Woolwell Community Centre play area – additional equipment * Crowder Meadow, South Brent – replacement of existing play equipment |

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

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| --- |
| **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 |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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

|  |
| --- |
| TBC |

Scope

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| --- |
| **5 Requirements for the programme** |

|  |
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| **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).** |

|  |
| --- |
| TBC |

|  |
| --- |
| **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

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

|  |
| --- |
| Refer to Site Information documents |