

MPF2
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Major Projects Framework 2

NEC4 Short Contract

Short Contract

A contract between

and

Robertson (Fill in the name of Division)

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

Address for communications

Address for electronic
communications

The *works* are

The *site* is

The *starting date* is

The *completion date* is

The *delay damages* are

per day

The *period for reply* is

weeks

The *defects date* is

weeks after Completion

The *defect correction period* is

weeks

The *assessment day* is the

of each month

The *retention* is

%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does/does not apply?
(delete as applicable)

The *Adjudicator* is

Name

Address for communications

Address for electronic
communications

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

The *Client* provides this insurance

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

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

The *Adjudicator nominating body* is

The *tribunal* is

If the *tribunal* is arbitration, the arbitration procedure is

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.

1	General
11.2 (1)	After Works Information insert: 'including the execution of any collateral warranties stated in the Works Information and'.
11.2 (15)	Insert a new definition:
	'Framework Agreement' is the framework agreement between PLACES FOR PEOPLE GROUP LIMITED and the <i>Contractor</i> dated 4 th April 2022
11.2 (16)	Insert a new definition:

	Pool Re Arrangement – Terrorism Insurance purchased through Pool Reinsurance Company Limited as expressed in the ABI standard wording
11.2 (17)	<p>Insert a new definition:</p> <p>The Price for Work Done to Date is the total of the Prices for</p> <ul style="list-style-type: none"> the percentage of the work which the <i>Contractor</i> has completed in the activity schedule Completed work is work without Defects which would either delay or be covered by immediately following work
11.2(18)	Fire Safety Strategy means the specifications and drawings setting out the detailed design for the <i>works</i> and specifying all systems, methods, products and materials to be used in the construction and delivery of the external walls of the <i>works</i> 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."
11.2 (19)	<p>Insert a new clause:</p> <p>"Specified Perils" are fire, lighting, explosion, storm, flood, escape of water from any tank, apparatus or pipe, earthquake, aircraft, and any other aerial devices or articles dropped there from, riot and civil commotion, but excluding any such event stated as an <i>Employer's</i> risk.</p>
11.2 (20)	<p>Insert a new clause:</p> <p>"Unfixed Materials" means goods and/or materials which are delivered and physically present on Site but not yet incorporated into the Works</p>
11.2(20)	Public Health Emergency such as the occurrence of a "public health emergency", such as coronavirus disease (COVID-19), or any other disease variant caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) virus
11.2(21)	Russian Federation's attack on Ukraine and other wars in violation of international law
11.2(22)	"Implications of the constraints upon the availability of KEY Equipment and/or Plant and Materials to be provided by the <i>Contractor</i>
1	Providing the Works
20.3	Insert new clause 20.3
20.3.1	<p>Notwithstanding any contrary provision in the Contract or any documents forming part of the Contract it is hereby expressly agreed and acknowledged that: -</p> <p>a) 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</p>

b) the Contractor in designing the Works 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.'

5 Payment

50.3 At the end of the first bullet point, insert "plus amounts in respect of unfixed materials on site,"

6 Compensation Events¹

60.1 (13) Insert a new clause:

a) Any event listed in Clause 60.1 which is consequent upon or necessitated by omission, default, breach of contract or breach of statutory duty of the *Contractor*, his servants or agents or any Subcontractor or supplier or their respective servants or agents ("Contractor Act") shall be a compensation event only if the Contractor Act arises as a result of one or more Specified Perils which are covered by the insurance provided by the *Contractor* in respect of loss of or damage to the works, Plant and Material and loss of or damage to Equipment;

60.1 (14) Insert a new clause:

Public Health Emergency such as the occurrence of a "public health emergency", such as coronavirus disease (COVID-19), or any other disease variant caused by the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2) virus and/or any the implementation of public health measures in connection with the outbreak, directly affecting the execution of the Works, including but not limited to:

- shortages of labour or supervision as a result of preventative measures to alleviate the outbreak spreading and/or due to infection, or potential infection, and the resulting quarantine, or self-isolation or similar, required; or
- shortages of plant or materials due to delays in their manufacture, importation or transportation; or
- site closure, or restricted access or amended working methods as a result of measures to contain the outbreak; or
- the exercise by the Scottish or United Kingdom Government of any statutory power.

shall be a Compensation Event and the total of the Prices and

¹ Additional compensation events may be agreed between the parties

completion date shall be subject to adjustment.

60.1 (15) Insert a new Clause:

"Constraints upon the availability of Equipment and/or Plant and Materials to be provided by the *Contractor* which the *Contractor* has taken all reasonable steps to avoid or mitigate and which prevents the Contractor taking delivery of the forementioned"

60.1(16) Insert a new Clause:

"Implications of the Russian Federation's attack on Ukraine and other wars in violation of international law including but not limited to the availability of Equipment and/or Plant and Equipment.

60.1.(17) Insert a new Clause

Inflation caused by current market conditions and availability of Equipment and/or Plant and Materials.

8 Indemnity, insurance and liability

83.3 **Add** to the Insurance Table – after 'loss of or damage to the works' insert:-

'save as caused by

- *Terrorism to the extent not insured under the Pool Re Arrangement*
- *Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds'.*

(Z clause 82.1 (i.e. the above insertions only) may be deleted at the Employer's sole discretion).

Insert the following new section:

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

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

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

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*.

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

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.



Kevin Stewart

Framework Manager

M 07447 849 470

E k.stewart@robertson.co.uk

Robertson House

Castle Business Park, Stirling, FK9 4TZ

Contact us on 0845 266 7629
www.procurementhub.co.uk

Find us on social media



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Part of Places for People

Group Support Centre, 4 The Pavilions,