



ACE agreements and contracts catalogue

June 2022 - www.acenet.co.uk/agreements

ACE Agreements

Paperbound/Digital

ACE Agreements are industry-standard documents for the appointment of consultancy and engineering professionals, which offer up-to-date flexible agreements for both clients and consultants.

ACE Agreements and Schedules of Services are sold individually. The separate services documents mean that both client and consultant can tailor the services to match the requirements of a project. A complete suite including the ACE Short Form Agreement, is available for use in Scotland.

Features:

- Both client and consultant can tailor the services to match the requirements of a project
- Agreements can accommodate any size of consultancy commission
- Agreements are multi-functional and can accommodate the presence of a project manager and/or a lead consultant in the team
- Both client and consultant are able to introduce personnel with delegated powers to run a project whilst ensuring overall responsibility at senior managerial level
- Incorporation of payment and adjudication provisions which comply with current legislation

The schedule of fees accommodates:

- Time charges
- Lump sums
- Percentage fees
- Fees for additional work
- Fees for arranging work to be undertaken by others
- Payment of expenses
- Payment for collateral warranties

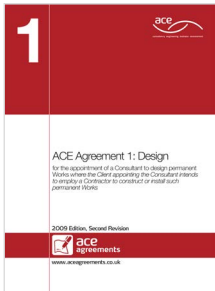
Digital is the convenient way to manage all your contract needs

Why digital:

- Agreements and Schedules of Services are available for easy and convenient access
- Available immediately. No waiting for delivery; you can purchase your Digital Agreement and start completing your Agreement ready for sending to your client
- Access your documents online anywhere, anytime from any Internet connection
- Hosted on a secure platform with maximum encryption and data protection.
- Agreement licences give you the right to edit and print your Agreement for a unlimited number of times within a six month period from the purchase date
- Support teams are available between 9am-5pm Monday to Friday to assist you with your queries and advice

All prices subject to VAT at the current rate.
ACE members receive **50% discount** across the ACE Agreements suite.

ACE Agreements-2009 Edition, Second Revision



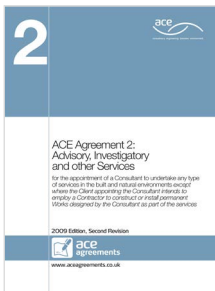
ACE Agreement 1: Design

For the appointment of a Consultant to design permanent Works where the Client appointing the Consultant intends to employ a Contractor to construct or install such permanent Works.

2009 Edition, Second Revision 978-1-907660-54-2
978-1-907660-79-5 (Digital Edition)

Digital copy

List price: £37 (plus VAT) Licences available on request



ACE Agreement 2: Advisory, Investigatory and other Services

For the appointment of a Consultant to undertake any type of services in the built and natural environments except where the Client appointing the Consultant intends to employ a Contractor to construct or install permanent Works designed by the Consultant as part of the services.

2009 Edition, Second Revision 978-1-907660-55-9
978-1-907660-80-1 (Digital Edition)

Digital copy

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ACE Agreement 3: Design and Construct

For the appointment of a Consultant by a Contractor in circumstances where the Contractor is to construct permanent Works designed by the Consultant.

2009 Edition, Second Revision 978-1-907660-56-6
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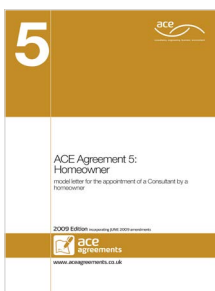
ACE Agreement 4: Sub-Consultancy

For the appointment of a Sub-Consultant by a Consultant in circumstances where the Consultant is appointed on the terms of an ACE Agreement by its Client.

2009 Edition, Second Revision 978-1-907660-57-3
978-1-907660-82-5 (Digital Edition)

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ACE Agreement 5: Homeowner

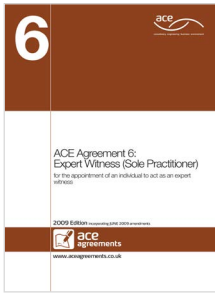
Model letter for the appointment of a Consultant by a homeowner.

2009 Edition
978-1-907660-04-7
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ACE Agreements



ACE Agreement 6: Expert Witness (Sole Practitioner)

For the appointment of an individual to act as an expert witness.

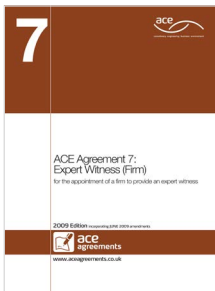
2009 Edition

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ACE Agreement 7: Expert Witness (Firm)

For the appointment of a firm to provide an expert witness.

2009 Edition

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Digital copy

List price: £22 (plus VAT)



ACE Agreement 8: Adjudicator

For the appointment of an adjudicator.

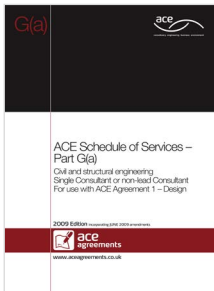
2009 Edition, Second Revision 978-1-907660-58-0

978-1-907660-86-3 (Digital Edition)

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ACE Agreements



ACE Schedule of Services-Part G(a)

Civil and structural engineering Single Consultant or non-lead Consultant.
For use with ACE Agreement 1-Design.

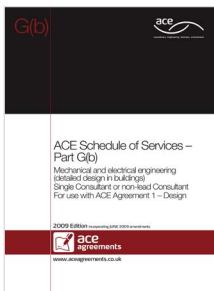
2009 Edition,

978-1-907660-08-5

978-1-907660-87-0 (Digital Edition)

Digital copy

List price: £8 (plus VAT) Licences available on request



ACE Schedule of Services-Part G(b)

Mechanical and electrical engineering (detailed design in buildings).
Single Consultant for use with ACE Agreement 1-Design.

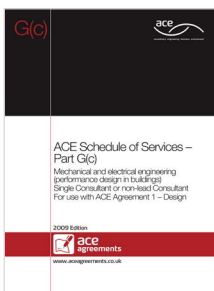
2009 Edition

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ACE Schedule of Services-Part G(c)

Mechanical and electrical engineering (performance design in buildings).
Single Consultant or non-lead Consultant. For use with ACE Agreement 1-Design.

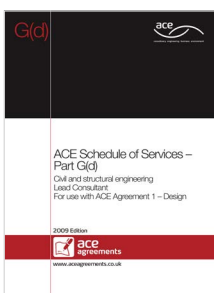
2009 Edition

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ACE Schedule of Services-Part G(d)

Civil and structural engineering. Lead Consultant. For use with ACE Agreement 1-Design.

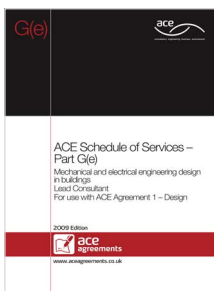
2009 Edition

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ACE Schedule of Services-Part G(e)

Mechanical and electrical engineering design in buildings. Lead Consultant.
For use with ACE Agreement 1-Design.

2009 Editions

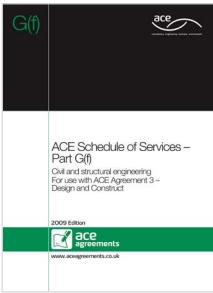
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ACE Schedule of Services-Part G(f)

Civil and structural engineering. For use with ACE Agreement 3-Design and Construct.

2009 Edition

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ACE Schedule of Services-Part G(g)

Mechanical and electrical engineering (detailed design in buildings). For use with ACE Agreement 3-Design and Construct.

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ACE Schedule of Services-Part G(h)

Mechanical and electrical engineering (detailed design in buildings). For use with ACE Agreement 3-Design and Construct.

2009 Edition

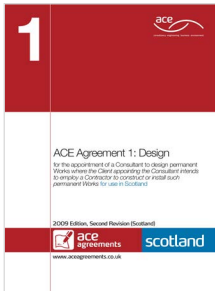
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ACE Agreements-Scotland Editions



ACE Agreement 1: Design (for use in Scotland)

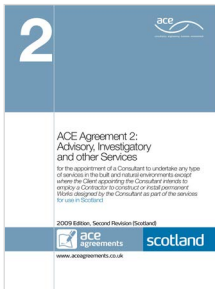
For the appointment of a Consultant to design permanent Works where the Client appointing the Consultant intends the Consultant intends to employ a Contractor to construct or install such permanent Works.

2009 Edition, Second Revision (Scotland) 978-1-907660-59-7

978-1-907660-95-5 (Digital Edition)

Digital copy

List price: £34 (plus VAT)



ACE Agreement 2: Advisory, Investigatory and other Services (for use in Scotland)

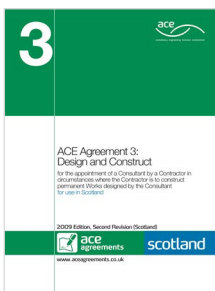
For the appointment of a Consultant to undertake any type of services in the built and natural environments except where the Client appointing the Consultant intends to employ a Contractor to construct or install permanent Works designed by the Consultant as part of the services.

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978-1-907660-96-2 (Digital Edition)

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ACE Agreement 3: Design and Construct (for use in Scotland)

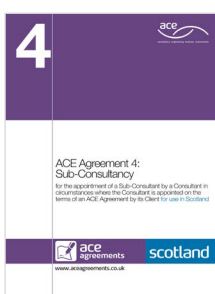
For the appointment of a Consultant by a Contractor in circumstances where the Contractor is to construct permanent Works designed by the Consultant.

2009 Edition, Second Revision (Scotland) 978-1-907660-61-0

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Digital copy

List price: £34 (plus VAT)



ACE Agreement 4: Sub-Consultancy (for use in Scotland)

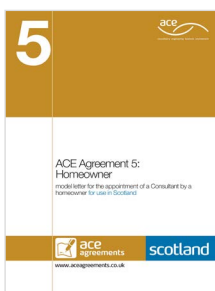
For the appointment of a Sub-Consultant by a Consultant in circumstances where the Consultant is appointed on the terms of an ACE Agreement by its Client.

2009 Edition, Second Revision (Scotland) 978-1-907660-62-7

978-1-907660-98-6 (Digital Edition)

Digital copy

List price: £34 (plus VAT)



ACE Agreement 5: Homeowner (for use in Scotland)

Model letter for the appointment of a Consultant by a homeowner.

2009 Edition

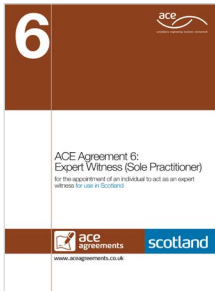
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ACE Agreements-Scotland Editions



ACE Agreement 6: Expert Witness (Sole Practitioner) (for use in Scotland)

For the appointment of an individual to act as an expert witness.

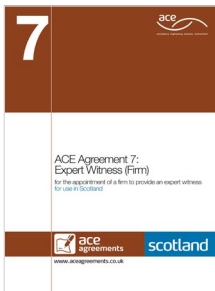
2009 Edition

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ACE Agreement 7: Expert Witness (Firm) (for use in Scotland)

For the appointment of a firm to provide an expert witness.

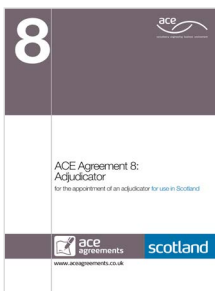
2009 Edition

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Digital copy

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ACE Agreement 8: Adjudicator (for use in Scotland)

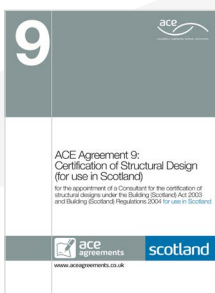
For the appointment of an adjudicator.

2009 Edition, Second Revision (Scotland) 978-1-907660-63-4

978-1-910865-02-6 (Digital Version)

Digital copy

List price: £20 (plus VAT)



ACE Agreement 9: Certification of Structural Design (for use in Scotland)

For the appointment of a Consultant for the certification of structural designs under the Building (Scotland) Act 2003 and Building (Scotland) Regulations 2004.

2009 Edition

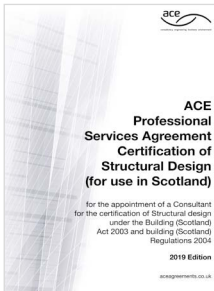
978-1-907660-37-5

978-1-910865-03-3 (Digital Edition)

Digital copy

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ACE Agreements-Scotland Editions



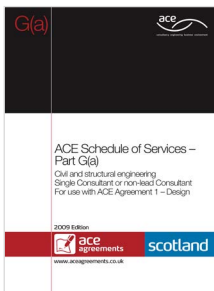
ACE Professional Services Agreement Certification of Structural Design 2019

This Agreement updated and replaces Agreement 9. It is written in the same style and includes relevant “core” clauses from the ACE Professional Services Agreement 2017. It is for the appointment of a Consultant for the certification of structural design under the Building (Scotland) Act 2003 and Building (Scotland) Regulations 2004.

2019 Editions
978-1-9164061-4-8

Paperbound copy

List price: £22



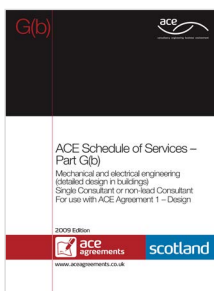
ACE Schedule of Services-Part G(a) (for use in Scotland)

Civil and structural engineering. Single Consultant or non-lead Consultant. For use with ACE Agreement 1-Design

2009 Edition
978-1-907660-24-5
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Digital copy

List price: £8 (plus VAT)



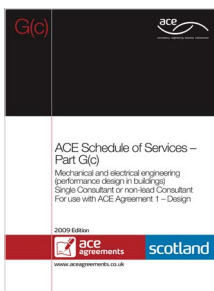
ACE Schedule of Services-Part G(b) (for use in Scotland)

Mechanical and electrical engineering (performance design in buildings) Single Consultant or non-lead Consultant. For use with ACE Agreement 1-Design

2009 Edition
978-1-907660-25-2
978-1-910865-05-7 (Digital Edition)

Digital copy

List price: £8 (plus VAT)



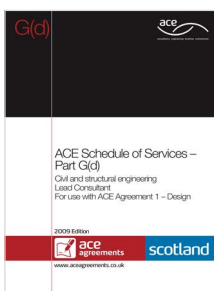
ACE Schedule of Services-Part G(c) (for use in Scotland)

Mechanical and electrical engineering (detailed design in buildings) Single Consultant or non-lead Consultant. For use with ACE Agreement 1-Design

2009 Edition
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978-1-910865-06-4 (Digital Edition)

Digital copy

List price: £8 (plus VAT)



ACE Schedule of Services-Part G(d) (for use in Scotland)

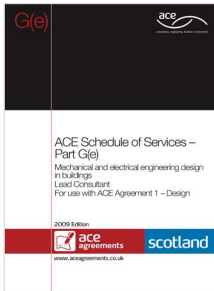
Civil and structural engineering. Lead Consultant. For use with ACE Agreement 1-Design

2009 Edition
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978-1-910865-07-1 (Digital Edition)

Digital copy

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ACE Agreements-Scotland Editions



ACE Schedule of Services-Part G(e) (for use in Scotland)

Mechanical and electrical engineering design in buildings. Lead Consultant. For use with ACE Agreement 1-Design

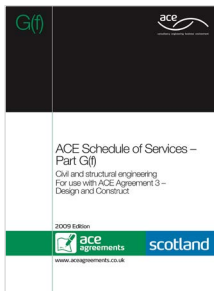
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ACE Schedule of Services-Part G(f) (for use in Scotland)

Civil and structural engineering. Single Consultant or non-lead Consultant. For use with ACE Agreement 1-Design

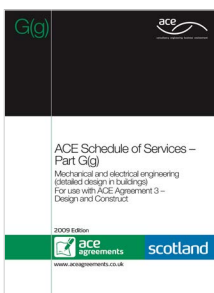
2009 Edition

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978-1-910865-09-5 (Digital Edition)

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ACE Schedule of Services-Part G(g) (for use in Scotland)

Mechanical and electrical engineering (detailed design in buildings). For use with ACE Agreement 3-Design and Construct

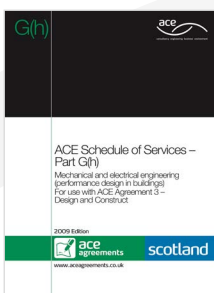
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ACE Schedule of Services-Part G(h) (for use in Scotland)

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Digital copy

List price: £8 (plus VAT)

ACE Agreements (England, Wales, Northern Ireland and Scotland)



ACE Short Form Agreement 2015

For use where there is a clear and concise description/brief of the Services the Consultant is required to deliver. The Schedule to the Agreement enables the Consultant to set out the basis on which fees and expenses are to be paid. The Schedule also provides for any limit of liability or exclusions to be stated as well as the amounts of public liability and professional indemnity insurance. The Agreement can be used in relation to BIM projects. Suitable for use in all UK jurisdictions insurance.

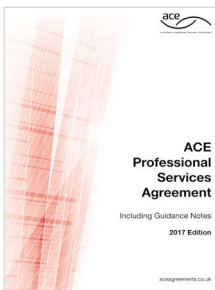
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Digital copy

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ACE Professional Services Agreement

This edition has been simplified into one version that is for use by all types of clients including contractors and end users. For use in all UK jurisdictions.

PLEASE NOTE THIS REPLACES ACE Agreement 1 (England and Scotland) and Agreement 3 (England and Scotland)

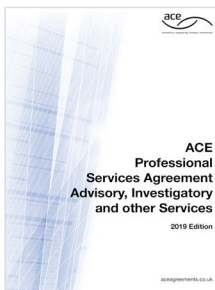
2017 Edition
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List price: £38 (plus VAT)



ACE Professional Services Agreement Advisory, Investigatory and other Services

This Agreement updates and replaces ACE Agreement 2. It is written in the same style and includes relevant “core” clauses from the ACE Professional Services Agreement 2017. It is for the appointment of a Consultant to undertake any type of Services in the built and natural environment except where the Client appointing the Consultant intends to employ a Contractor to construct or install permanent works designed by the Consultant as part of the Services. For use in all UK jurisdictions.

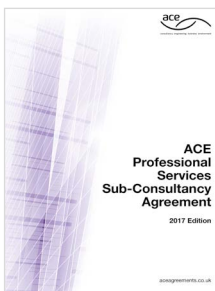
2019 Edition
978-1-9164061-5-5

Paperbound copy

List price: £40

Digital copy

List price: £40 (plus VAT)



ACE Sub-Consultancy Agreement

Compatible with the ACE Professional Services Agreement 2017, This edition has been simplified into one version that is for use by all types of clients including contractors and end users. For use in all UK jurisdictions.

PLEASE NOTE THIS REPLACES ACE Agreement 4 (England and Scotland)

2017 Edition
978-1-910865-18-7

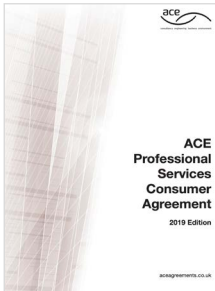
Paperbound copy

List price: £40

Digital copy

List price: £38 (plus VAT)

ACE Agreements (England, Wales, Northern Ireland and Scotland)



ACE Professional Services Consumer Agreement 2019

This Agreement replaces ACE Agreement 5 (Homeowner). It is for the appointment of a Consultant by a client who is a “consumer” and recognises current consumer legislation. For use in all UK jurisdictions.

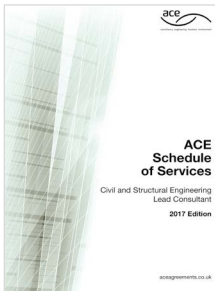
2019 Edition
978-1-9164061-6-2

Paperbound copy

List price: £40

Digital copy

List price: £40 (plus VAT)



ACE Schedule of Services Civil and Structural Engineering Lead Consultant

For use with:
ACE Professional Services Agreement
ACE Sub-consultancy Agreement

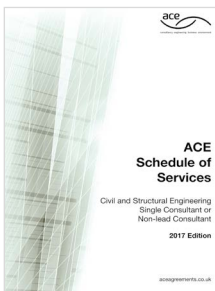
2017 Edition
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Paperbound copy

List price: £11

Digital copy

List price: £9 (plus VAT)



ACE Schedule of Services Civil and Structural Engineering Single Consultant or Non-lead Consultant

For use with: ACE Professional Services Agreement, ACE Sub-Consultancy Agreement

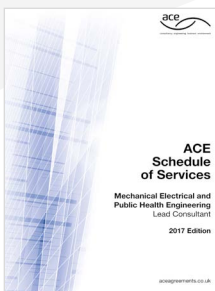
2017 Edition
978-1-910865-19-4

Paperbound copy

List price: £11

Digital copy

List price: £9 (plus VAT)



ACE Schedule of Services Mechanical Electrical and Public Health Engineering Lead Consultant

For use with: ACE Professional Services Agreement ACE Sub-consultancy Agreement

2017 Edition
978-1-910865-22-4

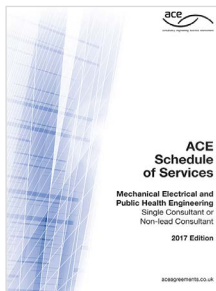
Paperbound copy

List price: £11

Digital copy

List price: £9 (plus VAT)

ACE Agreements (England, Wales, Northern Ireland and Scotland)



ACE Schedule of Services Mechanical Electrical and Public Health Engineering Single Consultant or Non-lead Consultant 2017

For use with: ACE Professional Services Agreement ACE Sub-consultancy Agreement

2017 Edition

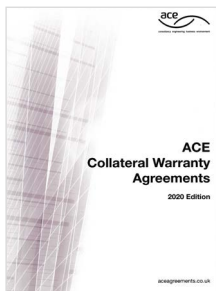
978-1-910865-23-1

Paperbound copy

List price: £11

Digital copy

List price: £9 (plus VAT)



ACE Collateral Warranty Agreement 2022

These two forms of Collateral Warranty Agreement are for use with ACE Agreements when required (1) where the Beneficiary is a tenant/purchaser and (2) where the Beneficiary is a funder. They go “back to back” with ACE Agreements and are for use in all UK jurisdictions.

2020 Edition

978-1-9164061-7-9

Paperbound copy

List price: £22

Infrastructure Conditions of Contract (ICC)

A standard suite of conditions of contract for infrastructure projects jointly sponsored by the Association for Consultancy and Engineering (ACE) and the Civil Engineering Contractors Association (CECA).

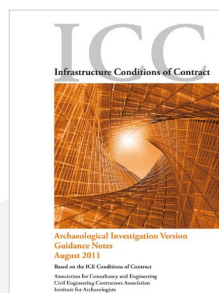
The contracts were published in August 2011 to replace the ICE Conditions of Contract and have a similar structure and approach to the contractual process. Separate versions of the ICC cater for a variety of types of contract and Guidance Notes explain their use in practical terms. The suite also includes a Partnering Addendum.

Features:

- Suitable for public and private infrastructure projects
- Separate Versions to cater for a range of contractual approaches
- Suitable for partnering arrangements
- Compliant with payment legislation
- Range of processes to assist in avoiding, mitigating or resolving in a non confrontational manner any differences or disputes that may arise

Use:

Those who have previously used the ICE Conditions will find the contracts familiar and little change should be required to the administrative process. Generally clients, consultants and contractors have a wide choice of contracts which can provide for their required contract strategy with clear allocation of risk depending on their chosen Version. Provision within the contracts for the inclusion of “Special Conditions” ensures that any special contractual arrangements can both be accommodated and made clear to the parties to the contract.



Archaeological Investigation Version Guidance Notes

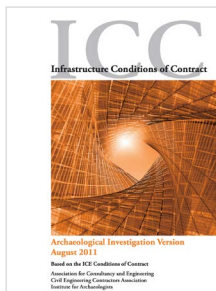
These Guidance Notes highlight the importance of archaeology, the social and environmental need for both the preservation and recording of archaeological remains and the need for a standard form of contract for archaeological work. They explain the business relationship between the parties and their roles, together with those of the Consultant and the Curator, and have been prepared specifically to assist users of the ICC-Archaeological Version in the preparation of contract documents and the carrying out of the investigation. The Guidance Notes provide an informative explanation of the purpose and nature of an archaeological investigation and its components and the place that the contract has within the process. They highlight the other contract documentation which would normally be expected to be included within the contract and focus on key contract clauses including payment and the requirements of current payment legislation. Appendices include a flow chart illustrating the archaeological process, explain the pricing and valuation of archaeological work and the expected contents of a specification and describe the contents of a project design or a written scheme of investigation. The Guidance Notes do not, however, form part of the Conditions of Contract nor purport to provide a legal interpretation but do represent the view of what constitutes good practice in the conduct of archaeological investigations.

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Infrastructure Conditions of Contract (ICC)



Archaeological Investigation Version

Intended as a standard form and “industry norm” for archaeological work in both the building and civil engineering industry the contract has been prepared in association with the Institute for Archaeology. The contract provides for the traditional pattern of an investigation commissioned by an Employer, designed or approved by a Consultant who administers the contract which is carried out by a specialist contractor and regulates the business relationship between the Employer and the Contractor. The Appendix to the contract provides a choice of valuation and payment methods.

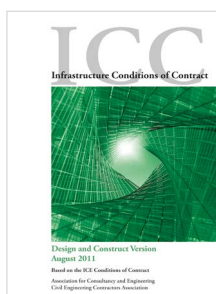
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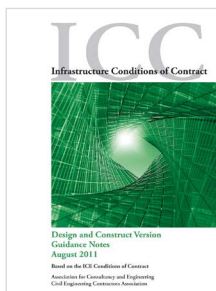
Design and Construct Version

Intended for works where the Contractor is responsible for all aspects of design and construction to meet the Employer’s Requirements, including any design originally provided by or on behalf of the Employer. The Form of Tender included within the contract provides for payment on a lump sum basis although other methods of payment or combinations of methods may be used.

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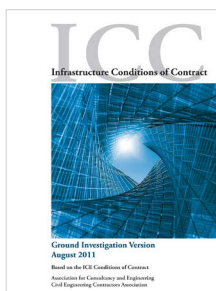
Design and Construct Version-Guidance Notes

These Guidance Notes explain the basis of the contract and have been prepared to assist users in the preparation of contract documents and understand the manner in which the contract is intended to be administered. They are not intended to provide legal interpretation and do not form part of the contract. The Guidance Notes outline the matters that a client should consider before choosing to use the Design and Construct Version. They highlight the key contract documents, the purpose of the Employer’s Requirements and the role of the Employer’s Representative. The tendering procedure and required information for tenderers is outlined. The Guidance Notes focus on key contract clauses, including those which cover payment provisions and current legal requirements and the avoidance and settlement of disputes. Comment is also provided on the Form of Bond and the provisions for Contract Price Fluctuation.

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Ground Investigation Version

Intended for use where the Employer wishes to develop a site and has geological specialists who will carry out an initial desk study, identify the geotechnical and geoenvironmental requirements of the project and design a ground investigation to suit those requirements. The contract is intended for an Employer to contract with a contractor to carry out an Investigation but not design the investigation itself nor interpret the results. It is expected there will always be some site operations as well as possibly ancillary works, laboratory testing and reporting requirements.

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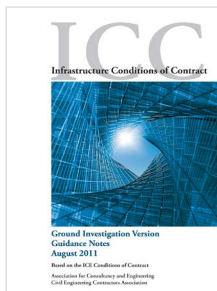
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Infrastructure Conditions of Contract (ICC)



Ground Investigation Version-Guidance Notes

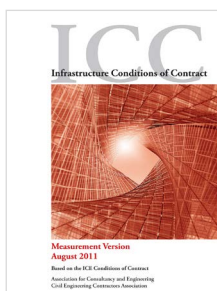
These Guidance Notes have been prepared to assist users of the Ground Investigation Version in the preparation of contract documents and the carrying out of an Investigation prior to the development of a site. They are not intended to provide a legal interpretation and do not form part of the contract. The Guidance Notes explain the overall concept of the Ground Investigation Version, what an Investigation may include and the extent of the requirements. The tendering process, matters to be decided during the preparation of the tender documents and an overview of the operation of the contract are also included. There are also notes on key contract clauses including payment and the requirements of current payment legislation as well as the avoidance and settlement of disputes. Comment is also provided on the Form of Bond and the provisions for Contract Price Fluctuation.

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Measurement Version August 2011

Intended for Engineer/Consultant designed contractor-built works with valuation by ad-measurement or “measure and value”. Design work, preparation of drawings and other contract documents should be complete before tender information is sent out.

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Measurement Version-Guidance Notes August 2011

These Guidance Notes explain the basis of the contract and have been prepared to assist users in the preparation of contract documents and understand the manner in which the contract is intended to be administered. They are not intended to provide legal interpretation and do not form part of the contract. The Guidance Notes highlight matters for the Employer to decide during the preparation of the tender documents and focus on key contract clauses including those which cover payment provisions and current legal requirements and the avoidance and settlement of disputes. Comment is also provided on the Form of Bond and the provisions for Contract Price Fluctuation.

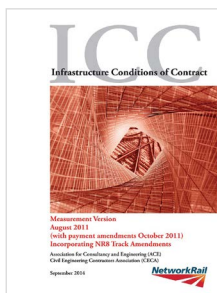
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Infrastructure Conditions of Contract (ICC)



Measurement Version (with payment amendments October 2011) Incorporating NR8 Track Amendments

This Measurement Version has been drafted in conjunction with Network Rail to ensure there is a clear standard contract designed for use on Network Rail's Plain Line contracts and to support their overall contract strategy for Track. The opportunity has been taken to refine and update the NR8 amendments that have been incorporated to ensure a contract designed to deliver efficiencies in resource and expenditure. Measurement Version Guidance Notes August 2011 are not fully compatible with the NR8 Track Version.

September 2014 Edition
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Minor Works Version (including Guidance Notes)

Intended for use where the works are simple and straightforward and the potential risks for both Employer and Contractor are considered to be small, the Employer being responsible for providing the Contractor with all information in his possession relevant to carrying out the works. The Appendix to the contract provides a choice of basis upon which payment will be ascertained. Guidance Notes are included in the contract but do not form a part of the Conditions of Contract.

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Partnering Addendum

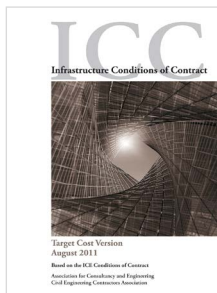
The Partnering Addendum is intended to deliver an effective and flexible mechanism for multi-party partnering using the ICC, ACE Agreements and CECA sub contracts. Suitably drafted incorporation clauses could enable the Partnering Addendum to be used with other forms of contract, including supplier agreements. The single Partnering Addendum is used as an addendum to each Bi-Party contract of those intended to be part of the project partnering team and does not create a multi-party contract. The partnering arrangement is sufficiently flexible to accommodate additional partners as the project progresses, all phases of the project development and a party entering into more than Bi-Party contract. Guidance Notes are included in the Partnering Addendum.

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Infrastructure Conditions of Contract (ICC)



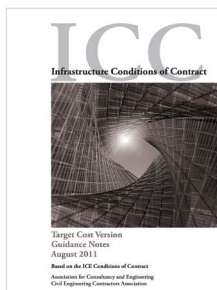
Target Cost Version August 2011

Intended for use where the Contractor is encouraged to be involved more closely in aspects of design, including any design originally provided by or on behalf of the Employer. The Form of Tender included in the contract provides for payment to the Contractor on a cost reimbursable basis with a fee percentage based on the Target Cost of the project and an incentive share arrangement if the costs differ from the target. Use of the Target Cost Version allows for and encourages active Employer/ Contractor collaboration to reduce costs by sharing expertise and jointly managing risk thereby promoting a closer working relationship.

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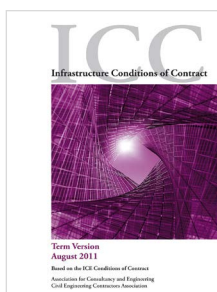
Target Cost Version Guidance Notes August 2011

These Guidance Notes have been prepared to assist users of the Target Cost Version in the preparation of contract documents and the carrying out of the project. They are not intended to provide legal interpretation and do not form part of the contract. They do represent a view on what constitutes good practice. The Guidance Notes explain the overall concept of the Target Cost Version, intended to allow and incentivise collaboration to reduce costs. They describe the fundamental principles of the contract, the mutual benefits that can result from its use and the differences of approach in administration from other forms of Infrastructure Contract. The tendering process and selection considerations are included as well as matters for the Employer's decision during the preparation of tender documents. There are notes on key contract clauses including payment and the requirements of current payment legislation. A detailed worked example of a payment mechanism for a target cost contract features in an Appendix to the Guidance Notes. There is comment on the provisions for the avoidance and settlement of disputes, the Form of Bond and the concept of retention in such a contract.

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Term Version

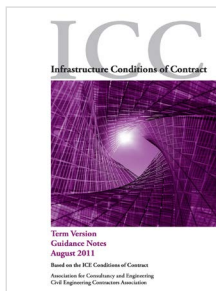
Intended for planned and reactive maintenance or refurbishment work as well as new work and emergency works where a contractor may be on call within a set geographical area. The contract is based on Engineer/Consultant designed and contractor built works. Each package of work to be carried out is identified in a Works Order and payments are normally valued by measurement using rates set down in the Term Contract but specially agreed prices or a cost plus arrangement can also be used.

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Infrastructure Conditions of Contract (ICC)



Term Version Guidance Notes August 2011

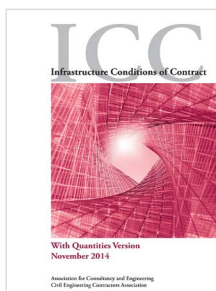
These Guidance Notes have been prepared to assist users of the ICC Term Version in the preparation of contract documents and the carrying out of the contract works. They are not intended to provide legal interpretation and do not form part of the contract. The Guidance Notes explain the intended use for the Term Version and the overall concept for which the contract is suited. Operation of the contract and the use of Works Orders is explained. The tendering procedure and matters to be considered in the preparation of tender documents is outlined. There is focus on key contract clauses, potential payment arrangements including the requirements of current payment legislation and the avoidance and settlement of disputes. Comment is also provided on the Form of Bond and the provisions for Contract Price Fluctuation.

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With Quantities Version

This addition to the ICC suite of contracts features a radical new approach to the drafting of these conditions of contract. It is shorter and more succinct than the Measurement Version and is intended for Engineer/Consultant designed Works whilst acknowledging and providing for an element of Contractor design if required. The Contract accommodates current construction best practice, encourages co-operation between the parties and includes an appropriate early warning provision. It is also intended to provide more certainty of out-turn cost for the Employer, encouraging a fully developed design prior to tender with no re-measurement except in identified circumstances. The clear and direct drafting also includes many of the provisions of the current Measurement Version in a more logical format with all risks being set out in a single clause. The ICC With Quantities will not feel unfamiliar to those who use the current suite of contracts and will find it a practical and useful document also suitable for international use.*

November 2014 Edition

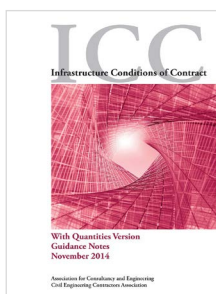
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With Quantities Version Guidance Notes

These Guidance Notes explain the basis of the ICC With Quantities Contract and have been prepared to assist users in the preparation of contract documents and understand the manner in which the contract is intended to be administered. They are not intended to provide legal interpretation and do not form part of the contract. The Guidance Notes explain and distinguish this form of contract from the Measurement Version, highlighting the substantial changes that have been made. They focus on the key contract clauses including the responsibilities of the parties, design, allocation of risk, valuation and payments and dispute resolution and provide a useful overview of this new contract.

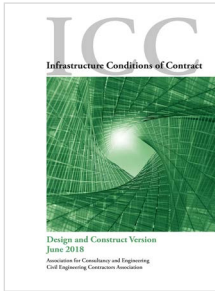
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Infrastructure Conditions of Contract (ICC)



ICC Design and Construct June 2018

This 2018 version is a complete revision of the earlier (2011) Design and Construct Form. Based on the 2014 “With Quantities Version” in respect of its core provisions it clearly makes the Contractor fully responsible for design and construction of the Works. It adopts the convention that such contracts are lump sum contracts with no remeasurement of the work. The contract is capable for use for international construction projects.*

June 2018 Edition
978-1-9164061-2-4

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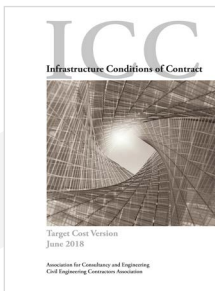


ICC Design and Construct Version-Guidance Notes June 2018

These Guidance Notes have been prepared to assist users of the ICC Design and Construct Version 2018 in the preparation of contract documents and the administration of the contract. They are not intended to provide a legal interpretation of the contract or form a part of it. They do, however, represent what is considered to be good practice, explain the concept of the Design and Construct contract and how it is intended to operate. The Guidance Notes also deal with the allocation of risk and how this is intended to facilitate the delivery of the project in a non-confrontational manner. Key clauses are highlighted and explained.

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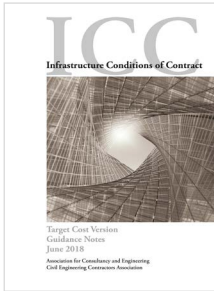
ICC Target Cost June 2018

This 2018 version is drafted to minimise the incidence of potential disputes and resolve those that may arise in a speedy and non-confrontational manner. It seeks to facilitate a contract strategy which will significantly reduce the potential of cost overruns and the better control of out turn price. The contract’s core provisions reflect those of the “With Quantities Version” and reflects its basic model and structure as well as reflecting current practice and government thinking. The Contractor is encouraged to be involved more closely in aspects of design, including that provide by or on behalf of the Employer and is paid an agreed target cost plus fee with cost savings below target cost and expenditure above the target cost shared in accordance with an agreed percentage. The contract is capable for use for international construction projects.

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Infrastructure Conditions of Contract (ICC)



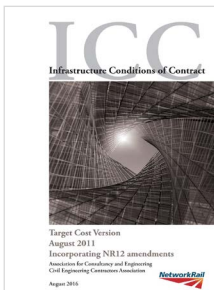
ICC Target Cost Version-Guidance Notes June 2018

These Guidance Notes have been prepared to assist users of the ICC Target Cost Version 2018 the preparation of contract documents and the administration of the contract. They are not intended to provide a legal interpretation of the contract or form a part of it. They do, however represent what is considered to be good practice and explain the concept of the Target Cost Contract and how it is intended to operate. They highlight the allocation of risk and how this is intended to facilitate the delivery of the project in a non-confrontational manner. Helpful worked examples explain the payment mechanism and how changes during the Works are accommodated including how to deal with any cost overruns and savings.

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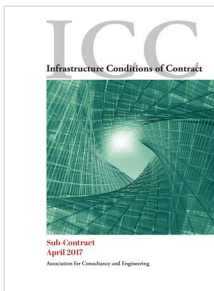
ICC Target Cost Version (Incorporating NR12 amendments)

Incorporating NR12 Amendments has been drafted in conjunction with NetworkRail to provide a standard form of contract for use with Network Rail's Target Cost Projects. The Integration of Network Rail's NR12 Schedule of Amendments into the ICC Target Cost Version ensures clarity of the roles and responsibilities of the parties to the contract and as such is a key step in the continuing delivery of efficiencies within the rail industry.*

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ICC Sub-Contract 2017

Sub-Contract for use with the ICC With Quantities Version. Intended to be compatible with the full ICC suite as it is developed it recognises the rights and responsibilities of the parties including apportionment of risk, complies with current payment legislation and can accommodate BIM. The “stepping down” of the main contract provisions for collaboration and early warning of events likely to affect the Works reflect the requirements of the Government Construction Strategy. The Sub-Contract can be purchased from ACE.

April 2017 Edition
978-1-910865-21-7

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FIDIC

ACE also supplies FIDIC Contracts. For further information please contact ACE.

* NOTE: Network Rail has adopted ICC With Quantities Version 2014 and Design and Construct 2018 and Target Cost 2018 Versions with NR amendments as part of its procurement strategy. There are no print versions available incorporating those amendments.

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