



INFRASTRUCTURE CONDITIONS OF CONTRACT (ICC) FAQs

WHAT ARE THE INFRASTRUCTURE CONDITIONS OF CONTRACT?

The ICC are a suite of related standard forms of contract for infrastructure works which cater for a wide range of contracting strategies.

HOW DID THEY COME ABOUT?

Until 2010 the ICC were known as the ICE Conditions of Contract and were republished as ICC in 2011.

HAS THE ICC EVOLVED SINCE 2011?

In 2014 a new Version of ICC, the **With Quantities Version**, was published as an evolution of the ICC Measurement Version and intended to be the “core” for new versions in the future.

WHAT'S CHANGED?

The drafting is clearer, resulting in a shorter and more concise contract. The content is now in line with the government's strategy for construction.

Related provisions are collected together making the document easier to understand and administer.

Risk is collected from many different parts of the previous document and re-ordered into a single clause covering employer risk (extra cost), contractor risk and shared risk (extension of time).

The contract promotes timely decision making via “early warning”, followed by collaborative positive action.

The role of the engineer is retained as the contract administrator and independent decision maker as well as the employer's representative. However, the contract intentionally curtails the engineer's powers to order variations to those “necessary to the satisfactory completion of the works” with increased emphasis on pre-pricing and agreement of consequential matters. All of this lessens the likelihood of future disagreements.

The ICC can accommodate BIM, no matter the level of maturity, the use of KPIs and sustainability objectives.

DOES THE ICC SUITE HAVE ANYTHING IN COMMON?

There are core clauses used across the suite, with additional clauses to deal with specific types of contract and/or the procurement method.



CAN THE ICC BE USED OVERSEAS?

Yes. An important factor in the drafting approach for the new contracts is a recognition of the substantial increase in international construction projects where few alternative standard forms of contract exist. For such projects a more systematic approach was called for and this has been addressed with ICC contracts.

IS THERE A SUB-CONTRACT FOR USE WITH THE ICC?

Yes. Use of the sub-contract ensures that the main contract and sub-contract are “back-to-back” so far as rights and responsibilities are concerned.

DOES ICC CONTAIN DEFINITIONS OF KEY WORDS AND PHRASES?

Definitions of the terms are contained in Clause 1 of the various ICC contracts. These are also included in the evaluation copies of the contract available on this website.

HOW DOES ICC COMPARE TO NEC?

ICC includes more information within the core document rather than expecting it to be put in the works information which requires more drafting and may not cover project requirements. For example, ICC sets out legal requirements on the contractor’s workmanship, materials and design.

ICC also offers a more complete package of conditions without the need for too much further drafting. It is clearer on risk allocation and the consequences of events that occur.

ARE THERE ANY GUIDANCE NOTES FOR ICC?

Yes. These are also available to purchase on our website at www.acenet.co.uk/contracts

WHAT ARE THE LATEST VERSIONS OF ICC?

A revised Version of the **Target Cost** and **Design and Construct** contracts, together with accompanying **Guidance Notes**, were published in June 2018.

WHERE CAN I FIND OUT MORE?

There is more information available on our website www.acenet.co.uk/contracts, including a full list of available ICC contracts. ACE’s Contracts Advisor, Rosemary Beales, is available to discuss any issues or further questions which may arise: rbeales@acenet.co.uk or **020 7222 6557**.

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