

# Engineering and Construction Short Contract

**A contract between:** Potton Town Council  
The Community Centre  
Brook End  
Potton  
SG19 2QS

**and** Contractor Name  
Contractor Address

**for** Removal of existing footpath and  
installation of a new footpath including 64  
bi-directional solar powered (SolarLite F  
Road Studs) at Brook End, Potton.

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## CONTRACT DATA

## CONTRACT DATA

### Contract Data

The Employer is:

**Name** Potton Town Council  
**Address** The Community Centre  
Brook End  
Potton  
SG19 2QS  
**Telephone** 01767 260086  
**Fax** N/A  
**E-mail Address** pottoncouncil@btconnect.com

**The works are:** Removal of existing footpath  
and installation of a new  
footpath including 64 bi-  
directional solar powered  
(SolarLite F Road Studs).

**The site is:** Millennium Path, Henry Smith  
Playing Fields, Brook End,  
Potton, Bedfordshire

<b>The starting date is:</b>	(subject to tender)	
<b>The completion date is:</b>	(subject to tender)	
<b>The period for reply is:</b>	7	<b>days</b>
<b>The defects correction period</b>	52	<b>weeks after completion</b>
<b>The delay damages are</b>		<b>per day</b>
<b>The assessment day is</b>	Every 4 weeks	<b>from start date</b>
<b>The retention</b>	5%	<b>%</b>

**Does the United Kingdom Housing Grants, Construction and Regeneration Act 91996) apply?** **NO**

**The Adjudicator is** TBC

**Name**  
**Address**  
**Telephone**  
**E-mail Address**

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**The interest rate on late payment is**                      0.5    % per complete week of delay

**The Contractor is liable to the Employer for loss of damage to the Employer's property to the value of replacement for any one event.**

**The minimum amount of cover for the third insurance stated, (Public Liability) in the insurance table is:**                      £5,000,000 for any one event, (five million)

**The minimum amount of cover for the fourth insurance stated, (Employee Liability) in the insurance table is:**                      £5,000,000 for any one event, (five million).

**The adjudicator nominating body is:**                      TBC

**The tribunal is**    TBC

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

**The conditions of contract are the NEC3 Engineering and Construction Short Contract (June 2005) and the following additional conditions**

X and Z clauses

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### The Contractors Offer

#### The Contractor is

**Name**

**Address**

**Telephone**

**Fax**

**E-mail Address**

**The percentage for  
overheads and profit added  
to the defined cost for  
people is** %

**The percentage for  
overheads and profit added  
to other defined costs is** %

The Contractor offers to provide the work in accordance with the conditions of contract for an amount to be determined in accordance with the conditions of contract.

The offered total of the  
price is

£

(in words)

Signed on behalf of the  
Contractor

Name

Position

Signature

Date

### The Employers Acceptance

The Employer accepts the Contractors offer to provide the works

Signed on behalf of the  
Employer

Name

Position

Signature

## CONTRACT DATA

### Priced Activity Schedule

Activity Number	Description of Activity	Lump Sum (£)
1		
2		
3		
4		

## CONTRACT DATA

### Works Information

#### 1. Description of the works

The works are to extend the existing car park at Brook End, Pottton for the Local Town Council. The works include; removal of existing trees and shrubs, excavations, drainage, ducting, new flexible or rigid pavement, kerbs, fencing and landscaping.

#### 2. Drawings and Notes

Revision	Title
000	Existing Site Plan
000	Proposed Layout
000	Site Clearance
000	Earthworks
000	Asphalt Pavements
000	Kerbs
000	Street Lighting Elevations

#### 3. Specification

Title	Date or Revision	Is it publicly available?
Specification of Highway Works, MCDHW	Current on website	YES

#### 4. Constraints on how the Contractor provides the works

##### 4.1 Use of the site

The Contractor shall not use the site for any activity other than that directly required by this contract and works. The Contractor shall not erect any advertising signage without the written permission of the Employer.

##### 4.2 Access to the site

The Contractor shall only access the works area via Brook End and the existing car park.

##### 4.3 Deliveries

The Contractor shall ensure that all deliveries are made during working hours. All deliveries will be planned so that each delivery can be unloaded within the works area. The Contractor shall not load / unload in the existing car park or road and cause any delay.

##### 4.4 Noise and vibration

The Contractor shall make sure that all noise and vibration is kept to the minimum level possible. All plant and equipment shall be fitted with appropriate silencers and insulation as required by current legislation. All plant and machinery will be switched off and/or put in idle when not in use. The Contractor is to note the proximity of residential properties in Brook End and will be considerate to their occupants at all times.

##### 4.5 Working hours

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The Contractor shall avoid working before 08:00, after 17:00 and at weekends. If the Contractor should wish to work outside of the stated hours then written permission shall be sought from the employer's representative. The Contractor will submit their working hour proposal with this submission.

### **4.6 Parking**

The Contractor shall only park within the confines of the works area. The existing car park is not to be used by the Contractor or/and any Sub-Contractor.

### **4.7 Use of cranes**

The Contractor is permitted to use a crane on-site if deemed necessary to carry out the works but the Contractor is prohibited from carrying out craning operations over public spaces, occupied or not.

### **4.8 Use of explosives**

The Contractor is prohibited from using any form of explosive within the works area.

### **4.9 Restriction on the use of hazardous materials**

The Contractor shall minimise the use of hazardous materials. All hazardous materials that the Contractor requires to use to carry out the works will be transported, stored and used in accordance with current health, safety and environmental guidance and the manufacturers instructions.

### **4.10 Storage of fuels and chemicals**

The Contractor shall keep to a minimum the amount of fuel and chemicals stored on site. All fuels and chemicals are to be stored in accordance with current health, safety and environmental guidance. As a minimum fuels and chemicals are to be stored in bunded facilities at least equal to 1.5 times the volume of fuel or chemicals to be stored. Appropriate spill kits shall be available on site at all times.

### **4.11 Pollution, ecological and environmental impacts**

The Contractor shall not carry out any activity that would put the existing ecological system at risk of pollution. The Contractor is to note the proximity of the existing water courses and shall not pollute this in any way.

### **4.12 Archaeological**

The Contractor shall advise the Employer if any item of archaeological importance is uncovered during the works. The Contractor shall not remove any such item from site.

### **4.13 Interface between the works and existing things**

The Contractor shall ensure that the site is fully protected and secure for the duration of this contract. The Contractor shall also note that the site is located adjacent to an existing surface access car park and playing fields, both of which are used by the public. The Contractor shall ensure that their works are phased in such a manner to allow this car park to operate and access to the playing fields is maintained during the course of the works.

### **4.14 Occupied premises and users**



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The Contractor shall note that there is an existing glass recycling collection point within the existing car park that will need to be relocated during phases of the works. The Contractor shall ensure that the bins are accessible to both the public and the collection staff during the works.

### **4.15 Employers specific policies and procedures**

The Contractor shall note the policies contained on the Employers website.

### **4.16 Constraints imposed to meet the requirements of others.**

The Contractor shall note that Employer is a public body.

### **4.17 Confidentiality**

The Contractor shall treat this contract and all associated documentation as confidential. The Contractor shall seek written permission from the Employer for any press releases or case study that is to be released into the public domain.

### **4.18 Security and protection of the site**

The contractor shall ensure that the perimeter of the works area is kept secure to prevent entry by unauthorised 3<sup>rd</sup> parties, especially children. The Contractor shall secure the site with a full height fence with lockable gates. The Contractor shall ensure that adequate warning signs are clearly displayed around the perimeter of the site. The Contractor shall also ensure that the site is safe at all time, for example; excavations are covered and protected, machines are locked, hazardous material is locked away.

### **4.19 Security and identification of people**

The Contractor shall, for the duration of the contract, keep a daily site log of all personnel and visitors. The Contractor shall make the log available to the Employer on request. The contractor shall ensure that all non-inducted visitors are escorted at all times.

### **4.20 Protection of existing structures and services**

The Contractor shall protect all existing structures and services identified in this works information, namely:

- a) Existing trees that are not being removed as part of the works.
- b) Existing historical gate that will be relocated as part of the works.
- c) Existing earth embankment to the water course.
- d) Existing sign set into the millennium footpath.
- e) Existing Waste bins, benches and planters.

### **4.21 Protection of the works**

The Contractor shall ensure that all works, either temporary, complete or partially complete, are protected accordance with the design and specification from weather and plant machinery.

### **4.22 Cleanliness of roads**

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The Contractor shall ensure that the existing car park, access roads and footpaths to the car park are kept clean at all times. The contractor shall inspect all routes on a daily basis and arrange for them to be cleaned as required.

### **4.23 Traffic Management**

The Contractor shall ensure that all traffic management is in accordance with current legislation. The Contractor shall provide all the necessary equipment to implement any traffic management plans.

### **4.24 Condition survey**

The Contractor shall produce a condition survey report prior to any works starting. The report will include photographs and comments to demonstrate the condition of the existing infrastructure. The Contractor shall submit the condition survey to the Employer prior to starting the works.

### **4.25 Consideration of others**

The Contractor is to note the proximity of residential properties in Brook End and will be considerate to their occupants at all times. The Contractor is also to note that the existing car park is used by elderly patients visiting the local surgery, therefore any temporary access routes will need to be as level as possible, clearly marked and without obstruction.

### **4.26 Industrial relations**

N/A

### **4.27 Control of site personnel**

The Contractor shall use a permit to work system for all activities and submit the details of this with their Construction Health & Safety Plan.

### **4.28 Site cleanliness**

The Contractor shall keep the works area clean and tidy at all times. The Contractor shall also carry out regular site inspections and record the outcome of any such inspection. The Contractor shall make the reports available to the Employer on request.

### **4.29 Waste materials**

The Contractor shall ensure that all waste materials are recorded and transported to a licenced facility. The Contractor shall also re-cycle as much waste material as possible.

### **4.30 Deleterious and waste materials**

The Contractor shall not use any hazardous or deleterious material in the works.

## **5.Requirements of the Programme**

The Contractor shall provide a programme for the works and comply with the following:

- a) Programme to show all key dates, these are but not limited to:
  - a. Contract start date
  - b. Completion date
  - c. Assessment dates

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- d. Key dates by which the employer needs to make a decision
- e. Early Warnings and compensation event tracking
- f. Defect correction period
- b) Programme to reflect the priced activity schedule.
- c) Format to be compatible with MS Project along with a PDF copy.
- d) Submit draft programme with tender.
- e) Submit programme for acceptance prior to starting on site.
- f) Submit an updated programme on the assessment date.

### **6.Services and other things provided by the Employer**

None.

### **7. Contractor Design**

The Contractor will be responsible for the following elements of the design:

- a) Lamp head and column position – the contractor will engage with a suitable designer and contractor to design the lamp heads so far as head choice and column position to achieve the lux levels required for a surface access car park as per **BS EN 5489:2003**. The design must be submitted for approval by the employer and should be the most environmentally and cost effective solution possible.

### **8. Completion**

Completion is when the Contractor has completed:

- a) All the works contained within the works information.
- b) The site has been cleaned and demobilised.
- c) As-built records has been supplied to the Employer.
- d) Operation and Maintenance Manual has been supplied to the Employer.
- e) All defects as listed on the notified defect list.

### **9. Quality Assurance**

The Contractor will submit a quality plan to the Employer for approval. The Contractor will also submit a copy of their ISO9001 certification.

### **10. Test and Inspection**

The Contractor will submit a test and inspection plan to the Employer for approval. The results of all tests identified within the test and inspection plan shall be copied to the employer with 48 hours of the results. The Contractor shall confirm to the Employer that any such test or inspection has passed the criteria of the test and inspection plan. The employer shall be invited, with at least 48 hours notice, to witness any such test or inspection during the works.

### **11. Management of the Works**

The Contractor shall provide a written progress report with every application for payment. The Contractor shall submit a draft report to the employer for acceptance prior to starting the works. The Contractor shall arrange for a 2 weekly progress meeting with the Employer to be held on site.

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### **12. Working with the Employer and Others**

The Employers representative will be confirmed at contract award. The Contractor shall liaise with all statutory authorities as required during the works.

### **13. Health & Safety**

The Contractor shall submit a Construction Health and Safety Plan in accordance with the requirement of the Construction Design and Management Regulations, (CDM) 2017.

### **14. Sub-contracting**

The Contractor may sub-contract part of the works as deemed necessary but the Contractor shall note that they are responsible for providing the works as if he had not sub-contracted.

### **15. Title**

The Contractor has title to all waste materials from excavation and demolition but no title to an object of value, historical and / or archaeological interest. See 4.12

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### Site Information

The site information describes the site and its surrounding area and will cover existing building on and adjacent to the site, existing services, etc.

The site information is shown in the following drawings:

Existing Site Plan