**Appendix 1: NEC 3 Engineering and Construction Short Contract – Contract Data**

Attached.

3 Engineering and Construction

**Short Contract**

**A contract between** The Royal Society for the Protection of Birds ................................

The Lodge, Sandy Bedfordshire SG19 2DL.

.......................................................................................................

.......................................................................................................

**e**

|  |  |  |
| --- | --- | --- |
| **and** | ....................................................................................................... | **Pag** |
|  | ....................................................................................................... |
|  | ....................................................................................................... |
| **for** | Minsmere nature reserve, Westleton, Saxmundham, Suffolk |
|  | ....................................................................................................... |
|  | ....................................................................................................... |
|  | **Contents**  Contract Forms |
|  | Contract Data | 2 |
|  | The C*ontractor*’s Offer | 4 |
|  | The *Employer*’s Acceptance | 4 |
|  | Price List | 5 |
|  | Works Information | 6 |
|  | Site Information | 9 |
|  | Conditions of Contract | CC1 |

Contract Data

The *Employer* is

Name The Royal Society for the Protection of Birds

Address The Lodge, Potton Road, Sandy, Bedfordshire, SG19 2DL Telephone 01767 680551 Fax 01767 692365

E-mail address: [Minsmere@rspb.org.uk](mailto:Minsmere@rspb.org.uk)

The *works* are Minsmere scrape enhancement project, Minsmere, Saxmundham, Suffolk IP17 3BY

|  |  |  |
| --- | --- | --- |
| The *site* is | Shown on Map 1 |  |
| The *starting date* is | tbc |
| The *completion date* is | 28 February 2024 |
| The *period for reply* is | 2 | weeks. |
| The *defects date* is | 52 | weeks after Completion. |
| The *defect correction period* is | 4 | weeks. |
| The *delay damages* are | £150 per day. |  |
| The *assessment day* is the  The *retention* is | 20th Day  5 | of each month.  %. |

Does the United Kingdom Housing Grants, Construction and ~~Yes~~ / No (delete as

Regeneration Act (1996) apply? appropriate) The *Adjudicator* is

Name Nominated by the

RICS..................................................................................................... Address .......................................................................................................

.......................................................................................................

Telephone ……………………………………… Fax

..………………..…………………………..

E-mail address ………………………………………………………………………….

………………….

**1**

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.**

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer*’s property in excess of £10,000,000.00 for any one event.

The *Employer* provides this insurance N/A

The minimum amount of cover for the third insurance stated in the

Insurance Table is £10,000,000.00

The minimum amount of cover for the fourth insurance stated in the

Insurance Table is £10,000,000.00

The *Adjudicator nominating*

*body* is Institution of Civil Engineers

The *tribunal* is Arbitration

If the *tribunal* is arbitration,

the arbitration procedure is ICE Arbitration Procedure – (2012)

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

and the following additional conditions

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

Any cost breakdown information submitted for Compensation Events shall be broken down to show rates for materials, plant, equipment, temporary works, labour and supervision in sufficient detail to enable the *Employer* to assess value for money

**Delete clause 50.4 and replace with:** “The *Employer* corrects any wrongly assessed amounts due and notifies the *Contractor*, within 7 days of the assessment day, of the correction. The *Contractor* then submits a correct invoice to the *Employer’s* Transaction Processing Unit (address to be notified).”

**Delete clause 51.1 and replace with:** “The *Employer* pays by the end of the month following that in which a correct invoice (in accordance with the instructions on the Purchase Order) is received by the *Employer* at its Transaction Processing Unit”

**Delete clause 60.1 (10) and replace with:** “Compensation events are not weather, temperature, tidal, or marine related physical conditions which prevent the contractor from carrying out work or in gaining access/egress to the site.

**2**

|  |
| --- |
| Contract Data |
| The *Contractor*’s 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 Cost is ............ %.  The *Contractor* offers to Provide the Works 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  Prices is ....................................................................................................  **Enter the total of the Prices from the Price List.**  Signed on behalf of the *Contractor*  Name ....................................................................................................... Position .......................................................................................................  Signature ................................................. Date .................................. |
| The *Employer*’s Acceptance |
| The *Employer* accepts the *Contractor*’s Offer to Provide the Works  Signed on behalf of the *Employer*  Name ....................................................................................................... Position .......................................................................................................  Signature ................................................. Date .................................. |
| **3** |

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Contract Data | | | | | | | | | |
| Price List | | | | | | | | | |
|  | |  | | | | | | | |
|  | |  | | | | | | | |
| **Item number** | **Description** | | **Unit** | **Quantity** | **Rate** | | **Price** | | |
|  | | | | | | | | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
| **Sub Total** |  | |  |  |  | |  | | |
|  |  | |  |  |  | |  | | |
| Preliminaries |  | |  |  |  | |  | | |
|  |  | | **The total of the Prices** | | | |  | |  |
|  |  | |  |  | |  | |  | |
| **4** | |  | | | | | | | |

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Contract Data | | | | | | | |
| Works Information | | | | | | | |
|  | | | | | | | |
| **1 Description of the *works*** | | | | | | | |
|  | Contractor is to undertake all works (including Temporary Works) necessary to facilitate the construction of items scheduled in the above price list in accordance with the supporting drawings, schedules, specifications and tables.  Contractor is to provide all plant, equipment, labour and materials required to undertake the works.  Contractor to provide all necessary information required for the Health and Safety file as required under the CDM Regulations.  The Employer’s key success criteria for this scheme are: - Safe and timely completion of the proposed works. Minimum disturbance to the general public and in particular the local ecology. The Contractor is to undertake a “pre-construction” survey of all the access routes that will be trafficked by plant and machinery during the course of the construction. A further survey will be required at the end of the construction period and any damages repaired. Initial survey information is to be supplied to the RSPB prior to work commencing.  The contractor is also required to make good any damage caused by works to access track and the site. | | | | | |  |
|  | |  |  |  |  |  | |

|  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **2 Drawings** | | | | | | | | | | |
|  | **List the drawings that apply to this contract.** | | | | | | | | |  |
|  |  | | | | | | | | |  |
|  | **Drawing number** | | **Revision** | | **Title** | | | | |  |
|  |  | |  | |  | | | | |  |
|  |  | |  | |  | | | | |  |
|  |  | |  | |  | | | | |  |
|  |  | |  | |  | | | | |  |
|  |  | |  | |  | | | | |  |
|  |  | |  | |  | | | | |  |
|  |  | |  | |  | | | | |  |
|  | |  | | | |  |  |  |  | |
|  | | | | **5** | | | | | | |

|  |
| --- |
| Contract Data |
| Works Information |
| **3 Specifications**  The objective of this project is to enhance the scrape at Minsmere by the rejuventation of existing islands, construction of new islands, constructing/removing/reprofiling bunds, installing new water control structures and creating variation in the topography of the bed of the lagoon.  To achieve this, 27 islands will be rejuvenated/created/enlarged, and 9 new sluices installed. 100m of new bund to be created, 220m removed and 400m built up. 620m³ reed rhizomes to be relocated. Spoil will be won from locations both inside and outside the scrape and which will have to be transported around the site (approx. 4168m³).  Please see the detailed plan of works for further information.  **Title Date or revision Tick if publicly available**  Civil Engineering Specification for the 6th Edition 0  Water Industry  Addendum Specification Clauses & Version 1  Supplementary Information (See  Appendix 2) Ref. 4595/02 |
|  |
| **4 Constraints on how the *Contractor* Provides the Works**  Contractor to undertake all works within the constraints of the RSPB requirements for preventing damage to wildlife and / or habitat.  Noisy activities and artificial lighting to be limited to between the hours of 08:00 and 18:00 (or as advised). Speed limit to be adhered to at all times.  See also “Record of Information Exchange for Contractors’ Operations” document in  Appendix 7.  Due to the ecology and status of the site’s designations protected in law, the society reserves the right to terminate works at any given point either in part or whole should delays or weather-related events impinge upon the sites protected status. In this event the contractor should allow for leaving the site and remobilising at a later date to complete the outstanding works. |
| **6** |

|  |
| --- |
| Contract Data |
| Works Information |
| **5 Requirements for the programme**  An overall programme for the works, in the form of bar (Gantt) charts, is required taking into consideration the constraints, site and works information. Programmes are to be revised on a weekly basis.  Due to the statutory conservation designation requirements to avoid disturbance to breeding birds works can only be undertaken outside of the period mid March  – mid August with approval for works to be directed by RSPB and Natural  England.  An outline work programme is required to be submitted with the tender return along with detailed method statements for the following items:   * + Work to Sluices   + Plant and labour   + Re-fuelling of plant and equipment   + Materials Storage   A detailed work programme is required before any works take place on site.  See also “Record of Information Exchange for Contractors’ Operations” document in  Appendix 7.  **6 Services and other things provided by the *Employer***  **Item Date by which it will be provided**  Reference should be made to the Information Exchange for  Contractor’s Operations document in Appendix 7 |
| **7** |

|  |
| --- |
| Contract Data |
| Site Information |
| **Geography**  The Scrape was created in the 1960 as a series of lagoons – fresh water and brackish – isolated by shallow bunds and surrounded by reed fringes, rough grass and fen and willow/alder scrub.  **Soil Information**  There are no borehole or trial pit logs available for the site. It is thought that the scrape and surrounding area comprises a substantial deposit of silty clay loam, gradually changing to a sandy peat overlaying a heavy grey loam as one travels inland.  **Ecology and Habitat**  The site is located within the Suffolk Coast and Heaths Area of Outstanding Natural Beauty (AONB). It forms part of the Minsmere - Walberswick Site of Special Scientific Interest (SSSI) and is also designated as a Special Protection Area (SPA), Special Area of Conservation (SAC) and RAMSAR site. As noted above, the Scrape is a system of lagoons – fresh water and brackish – and islands isolated by shallow bunds.  **Public**  There are visitor trails and public rights of way across the reserve. The public are not permitted into the work area itself although access to the work area will be via the visitor trails so speed restrictions will apply.  See map 7 for location of public footpaths and visitor trails.  **Flood risk**  The scrape is sited in a flood risk area (zone 3) and is potentially vulnerable to tidal flooding.  The RSPB are signed up to the Environment Agency’s flood warning alert system to keep track of the flood risk. If any flooding is forecast during the period of works, then people and machinery will be moved to a pre-arranged safe area of high, dry ground.  The reserve does also experience groundwater flooding at times of high rainfall due to the restrictions of all waterway’s gravity draining through the Environment Agency’s sluice. |
| **8** |

Contract Data

Site Information (continued)

**Archaeology**

The previous works by RSPB to create shallow scrapes and Islands in this area have noted a depth of alluvium in the works area. This is to be expected given the low-lying character of the land on the marine edge. It is not expected that shallow excavations within alluvium in this low-lying area will have an impact on above ground or below ground archaeological remains. Were there to be deeply buried river channels in this area, the proposed shallow excavations would not disturb any lower fills where one might expect to find organic remains. The earthwork remains of craters and other WW2 features recorded by Suffolk CC on historic air photos are no longer extant in this area so will not be harmed.

**UXO**

The RSPB have commissioned an unexploded ordnance (UXO) desktop study, the works area is classified as an area of low risk.

If munitions are discovered, then work should stop immediately and the Project Manager should be notified. See appendix 11 for North Suffolk Coast emergency response plan – UXO.

**Restrictions to working**

Disturbance to wildlife to be kept to a minimum. This is to be achieved by working outside the bird breeding season (working window available - September to end of February).

Lighting of the works area at night is not permitted.

There will be restrictions on the size and type of machinery able to access certain areas within the work site due to the topography and terrain of the area. Contractor to ensure all machinery/ equipment is suitable for the task.

A work compound can be created at one of two locations shown on map 6. Location 1 is larger and already has a hard standing in situ. Location 2 is smaller, with no hard standing but is closer to the work area.

The construction of the sluices will need to be carried out offsite.

**Biosecurity**

The RSPB’s code of practice (appendix 13) relating to biosecurity on reserves will be adhered to during the works.

**Underground and overhead services**

A mains electric supply runs to the scrape to provide power for the electric fence. See map 8 for location.

**Appendix 4: Schedule of Sub-Contractors & Major**

**Suppliers**

**SCHEDULE OF PROPOSED SUB-CONTRACTORS AND MAJOR SUPPLIERS**

The Tenderer shall list below the parts of the Works he proposes to sub-let with the names of the proposed sub-contractors/major suppliers (or alternatives as necessary). Acceptance of the tender will not imply consent to these proposals.

|  |  |  |
| --- | --- | --- |
| **Parts of the Work** | **Approximate** | **Sub-Contractor/** |
|  | **Value** | **Major Supplier** |

71

**Appendix 5: Activity schedule**

Activity schedule

Please include prices for each element and details of how that figure was calculated. Eg 4 days work at £X per day or moving 50m³ spoil at £X/m³.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | Item | Description | Price | Calculation | Other comments |
|  | 1 | Mobilisation of plant and site establishment. Demobilise and make good site after construction has finished. |  |  |  |
|  | 2 | Duties under CDM |  |  |  |
|  | 3 | Scrape back the reed edge on North Eastern edge of East scrape to the specification provided in the works information. |  |  |  |
|  | 4 | Remove area of reeds (0.31ha) in corner of East South. Arisings to be used/ disposed of as specified in the works information. |  |  |  |
|  | 5 | Enlarging and creating topographical variation on existing islands and creating new islands on East North East as specified in the works information. |  |  |  |
|  | 6 | Enlarging and creating topographical variation on existing islands in East North West as specified in the works information. |  |  |  |
|  | 7 | Enlarging and creating topographical variation on existing islands and creating new islands on East South as specified in the works information. |  |  |  |
|  | 8 | Install sluice 1 at northern end of East scrape as specified in the works information |  |  |  |
|  | 9 | Install sluice 2 at northern end of East scrape as specified in the works information |  |  |  |
|  | 10 | Install sluice between East North West and East South to the specification in the works information |  |  |  |
|  | 11 | Install sluice between East North East and East South to the specification in the works information |  |  |  |
|  | 12 | Create topographical variation in the bed of East scrape |  |  |  |
|  | 13 | Create a gradual slope down into the water in front of East hide including the area in front of the proposed hide extension. See works information for further details |  |  |  |
|  | 14 | Slub out east scrape outlet ditch |  |  |  |
|  | 15 | Prepare foundations for East hide extension as specified in the works information |  |  |  |
| Sub-total of items 3-15 |  |  |  |  |  |
|  | 16 | Mobilisation of plant and site establishment. Demobilise and make good site after construction has finished. |  |  |  |
|  | 17 | Transport to site and distribute 100 tonnes shingle on islands on North Girder as specified in works information. |  |  |  |
|  | 18 | Pedestrian gate to be supplied and fitted as detailed in the works specification. |  |  |  |
|  | 19 | Install new sluice in Scots Hall Drain as specified in the works information |  |  |  |
| Sub-total of items 16 -19 |  |  |  |  |  |
|  | 20 | Mobilisation of plant and site establishment. Demobilise and make good site after construction has finished. |  |  |  |
|  | 21 | Remove current ‘horseshoe’ bund as per works information |  |  |  |
|  | 22 | Install small horseshoe divider with sluices as per works specification. |  |  |  |
|  | 23 | Construct extension of existing dividing bund as specified in the works information. |  |  |  |
|  | 24 | Create fewer, larger islands with topographical variation on West North as specified in the works information |  |  |  |
|  | 25 | Create fewer, larger islands with topographical variation on West South as specified in the works information |  |  |  |
|  | 26 | Remove spoil bank between West North and the reedbed pool |  |  |  |
|  | 27 | Pull back reed edge on Western edge of West scrape |  |  |  |
|  | 28 | Install sluice at West North outlet according to the works specification |  |  |  |
|  | 29 | Install sluice at West South outlet according to the works specification |  |  |  |
|  | 30 | Create topographical variation in the bed of the lagoon. |  |  |  |
| Sub total (items 20-30) |  | - | - | - |  |
| Total (all items) |  | - | - | - |  |