



# NEC4 Engineering and Construction

## Short Contract

<b>_____ - _____</b>	
<b>A contract between</b>	
<b>And</b> 	
<b>For</b>	<b>Market Deeping Mill Bypass Channel De-Silting SP13-01R</b>
	<b>Contract Forms</b> <ul style="list-style-type: none"><li>- Contract Data</li><li>- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</li><li>- Price List</li><li>- Scope</li><li>- Site Information</li></ul>

# Contract Data

## The *Client's* Contract Data

	The <i>Client</i> is	
Name	[REDACTED]	
Address for communications	[REDACTED] [REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	De-silting of Market Deeping Mill bypass channel	
The <i>site</i> is	Market Deeping Mill bypass channel, Lincolnshire	
The <i>starting date</i> is	[REDACTED]	
The <i>completion date</i> is	[REDACTED]	
The <i>delay damages</i> are	[REDACTED]	Per Week
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	■	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> apply		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

# 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 <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000.00	
The <i>Client</i> provides this insurance	None	
<b>Insurance Table</b>		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the <i>Works</i>	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing <i>works</i> similar to the <i>works</i>	Minimum £100,000.00 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions		
Only enter details here if additional conditions are required.		
Z1.0	Sub-contracting	

Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the <i>Works</i> . The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	██████████ as a regulatory authority
Z2.1	The ██████████ position as a ██████████ and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the ██████████, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the <i>works</i> does not constitute statutory approval or consent.
Z2.3	An action by the ██████████ is not in its capacity as <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the <i>Works</i> .
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the <i>works</i> which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.  The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by:  The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and subcontractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination

Z9.1	Delete the text of Clause 92.3 and replace with:  If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging – Not used.

# Contract Data

## The Contractor's Contract Data

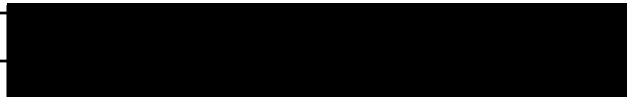
		The Contractor is
Name		
Address for communications		
Address for electronic communications		
The fee percentage is		% As agreed
The people rates are		
category of person		
The published list of Equipment is		

# Contract Data

## 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

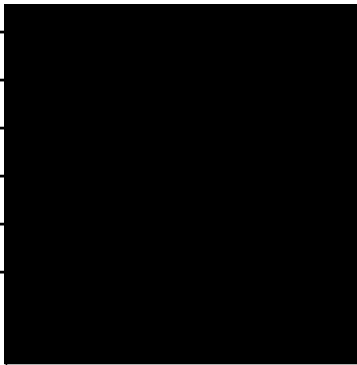


Signed on behalf of the *Contractor*

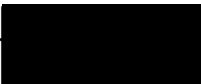
Name

Position

Signature



Date



The *Client* accepts the *Contractor's* Offer to Provide the *works*

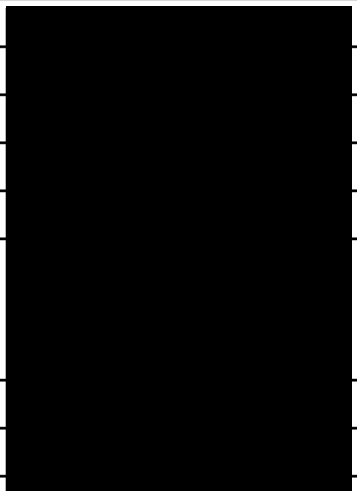
Signed on behalf of the *Client*

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	
01	<p>Mobilise to site and setup secure site fencing around the work area, location of the welfare unit and plant &amp; associated Equipment. Includes spill kits, plant nappies and site signage. Establish Equipment &amp; welfare unit on site.</p> <p>This includes the delivery to site on a Saturday of any plant or excavators which can then be parked adjacent to the <i>Contractor's</i> compound area.</p> <p>It additionally includes the provision, installation and maintenance of signage for the temporary footpath diversion.</p> <p>It additionally includes the installation of temporary barriers at the pair of fords, to protect the fords and to ensure that these fords are not desilted at these two identified small locations.</p>	Sum	
02	Establish appropriate traffic management signage and traffic cones on the public highway, around the <i>Contractor's</i> site entrance and at all other required locations.	Sum	
03	Maintain traffic management signage on the public highway.	weeks	
04	Trim trees and bushes, to facilitate the desilting works, including along the bankside of this watercourse and along the access route. Trimmings to be left on site, as per the Scope.	Sum	
05	Review utilities/services records and provide appropriate temporary works accordingly. Includes goal-posts near overhead cables and protective running mats on access routes near buried services, or other alternative temporary works provisions, as required.	Sum	



06	<p>Desilting -</p> <p>Bypass channel is between 2.5m to 6.5m wide.</p> <p>Silt to be removed is not exceeding 0.5m deep/thick and the height of water above varies.</p> <p>Silt to be placed and spread across the nearby bank as per the Scope.</p> <p>Undertake desilting of the channel (price excludes the removal from site of the silt), including complying with ecological restrictions during desilting activities and the waste management regulations.</p> <p>Price is per linear metre of the channel, measured along the watercourse centre-line (approximately).</p>	Lin m	
07	Reinstatement of the banks of the channel, where damaged by the <i>works</i> / Equipment, to at least as good as their original condition.	Sum	
08	Reinstatement of the <i>site</i> (including access route & compound area). Land to be reinstated to at least as good as original condition of the land.	Sum	
09	Removal of all traffic management signage and traffic cones installed by the <i>Contractor</i> to Provide the Works. Removal of any debris or mud caused by the <i>Contractor</i> , from the public highway.	Sum	
10	Demobilise site	Sum	
11	Removal and suitable disposal of the debris from the bypass channel under the A15 road bridge avoiding the use of Equipment beneath the bridge.	Sum	
The total of t			

The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4<sup>th</sup> edition (CESMM4) as per the Framework Price Workbook.

The total of the Prices (and therefore, the Price for each item) must include all items necessary to deliver the *works* and meet the requirements of the Scope, including all prelims, overheads and profit. This includes, but is not limited to, items such as: site accommodation; technological provisions (eg. Wifi); progress meetings; and project administration.

The *Contractor* may sub-divide each of the items in the Price List as necessary, but the total of each sub-item must add to the Price for that item, and the total of each Price must add to the total of the Prices.

# 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.

### 1.1 Background

A flood diversion scheme was completed in the 1970's to protect villages on the River West Glen. This diverted floodwater along the newly constructed Greatford Cut into the River Welland upstream of Market Deeping. The existing mill sluices downstream of the diversion are unable to cope with this additional volume of water and a spillway was constructed to divert flood waters from the Welland into the mill bypass channel to take flood flows around the mill sluices. This channel was altered to cater for flood flows.

#### 1.1.1 – The Objectives

The objective of this Scope is to desilt the existing bypass channel, using an appropriate method for desilting works.

The purpose of the desilting works is to alleviate fluvial flooding from this bypass channel and surroundings.

The bypass channel has silted up and requires cleansing to bring capacity back to the bypass channel. The ultimate outcome will be to return the bypass channel to its flood discharge capacity.

#### 1.1.2 – Scope:

The *works* comprise desilting of the bypass channel and trimming of trees and bushes along the bankside and access route, as necessary to enable access. The *Contractor* will work within the site constraints and the ecological restrictions that apply to this *site*, in accordance with national regulations and Environment Agency procedures.

Trimming of bushes, trees and reeds should be minimal and only as necessary to provide suitable access for the *Contractor's* Equipment and appropriate working space. These trimmings are not to be removed from site, but instead are to be placed in piles or rows of waste vegetation on the bankside, close to the water's edge. They must not be left on the edge of the farmer's field or left as an obstruction to the public footpath.

The start-point and end-point for this desilting *works* on the bypass channel is as shown by the start-point and end-point of the red-line on the coloured plan within the Site Information. The length and

route on the coloured plan within the Site Information takes precedence over the appended 'SP13-01R - land access' plan. A pair of small fords across the bypass channel are not to be desilted, and the *Contractor* shall erect temporary barriers or other suitable means of identifying these fords, to ensure they are protected and not desilted. The location of the fords will be identified on the pre-start site visit.

The *Contractor* shall remove existing debris from the bypass channel beneath the A15 highway bridge. The debris includes, but is not limited to, rubbish, chairs, abandoned road signs, and loose branches. The debris is to be removed, placed into a skip and disposed of off-site in an appropriate manner. The use of Equipment beneath the bridge to clear the debris is not appropriate or acceptable.

The bypass channel is between 2.5m to 6.5m wide, and the length is 885m.

The silt to be removed by the *Contractor* is not exceeding 0.5m deep/thick (approximately 0.5m on average and the thickness varies to suit the profile of the river bed) and the height of water above varies.

The silt is to be placed and spread across the nearby bank by the *Contractor*. Removed silt must be kept separate from trimmings of reeds or from trimmings of bushes/trees. Separate piles or strips of the removed silt should be placed on the bankside at the edge of the farmer's field.

Upon completion, the *Contractor* shall reinstate the *site*, including the banks, access track and compound, to at least as good as their original condition. The *Contractor* shall confirm this requirement has been met by providing pre and post access photographs of the *site*, including the banks, access track and site compound.

The *Contractor* shall ensure that the public highway is kept free from mud or debris caused by the *works* at all times, and meet any other requirements set by the relevant Highways Authority.

The *Contractor* shall establish and maintain appropriate traffic management, such as signage and traffic cones, on the public highway, around the *site* entrance and at all other required locations.

The *Contractor* shall arrange and provide a temporary footpath diversion as necessary whilst Providing the Works, in agreement with the Council Footpath Officer and the *Client*.

In addition to completing the *works* in accordance with the Scope, the following are also requirements for Completion:

- Submission and *Client* acceptance of the Health and Safety File

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
Map in Site Information	-	Site Location Plan
Site Access & Compound	Rev. 2	SP13-01R Land Access vers2.pdf

<b>3. Specifications</b>		
List the specifications which apply to the contract.		
<b>Title</b>	<b>Date or Revision</b>	<b>Tick if publicly available</b>
		Yes
	2018	Yes
	(Masters-Williams, 2001)	Yes
	12/2019 V9 - Aug 2018	Yes
<b>4. Constraints on how the <i>Contractor</i> Provides the <i>Works</i></b>		
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 <i>Client</i> .		
<p><b>4.1. Operations and access;</b></p> <p>The <i>Contractor</i> shall obtain all consents, permits and approvals required for the <i>works</i> to be undertaken.</p> <p>All <i>works</i> shall be planned and carried out in agreement with the <i>Client's</i> operations team and through their 'Permit to Work' system. It shall also be in accordance with any constraints, including:</p> <ol style="list-style-type: none"> <li>1. The <i>Contractor</i> shall not commence any work on the site until the <i>Client</i>, or their representative, has accepted the Construction Phase Plan and RAMS for this contract. Acceptance will be by way of a written communication from the <i>Client</i> confirming the <i>Contractor</i> may take possession of the site from the agreed starting date.</li> <li>2. The <i>Contractor</i> is responsible for the security of the <i>works</i> at the site and is the interface between any visitors and the site operation.</li> <li>3. The <i>Contractor</i> shall follow the relevant pollution prevention guidance (e.g., CIRIA Guidance: Control of water pollution from construction sites. Guidance for consultants and <i>Contractors</i> (C532D) (Master-Williams, 2001)</li> <li>4. Constraints imposed to meet requirements of Others (e.g. Waterways/Navigation, Nat England, etc.): - It is a salmonoid river, so urgency in commencing and completing the desilting works is important. If a suction method of desilting is used, there will be restrictions on the method and the sieve size at the end of the hose, in order to comply with the eel regulations. Time must also be allowed for further clarifications from the <i>Client's</i> National Environment Assessment Service (NEAS) and Fisheries, Biodiversity and Geomorphology (FBG) teams, after submission of the <i>Contractor's</i> draft method statements. The <i>Contractor</i> shall allow at least 10 calendar days for discussions with the <i>Client's</i> [REDACTED] and commencement on site [REDACTED] attended by the <i>Contractor</i> and the farmer and the <i>Client</i>. Prior to trimming of bushes and trees, a check for nesting birds must be undertaken by a suitably qualified representative of the <i>Contractor</i>.</li> <li>5. The <i>Contractor</i> shall not let any person enter any Confined Spaces unauthorised.</li> <li>6. The <i>Contractor</i> shall not dispose any hazardous waste including silts on site.</li> <li>7. The <i>site</i> shall only be used for the <i>works</i> intended.</li> </ol>		



8. The *Contractor* shall not use Equipment beneath the A15 road bridge.

#### 4.2. Environment and Heritage;

The *Contractor* shall consult the *Client*;

with their recommendations. Refer also to section 4.1, bullet-point 4 above.

The *Contractor* shall comply with all relevant legislation regarding the protection of biodiversity.

All environmental incidents and near misses shall be notified to the *Client*.

#### 4.3. Health and Safety;

Maintaining Health and safety at work is an absolute priority for the *Client*. The *Contractor* shall undertake all works on site in line with the *Client*'s Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP).

The *Contractor* shall;

1. promote and adopt safe working practices for their own activities and subcontractors working for them.
2. demonstrate that they have followed the principles of hazard identification, elimination and management in their *works*.
3. report to the *Client* any near miss, hazard or accident that happens during the delivery of the *works*, in addition to reporting such to any relevant statutory body, such as the HSE.
4. report to the *Client* any brilliant safety behaviours highlighted during the delivery of the *works*.

#### 4.4. Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday).

Occasional deliveries to the *site* of the *Contractor*'s Plant and Materials or Equipment may also take place at a weekend, to benefit from quieter periods on the road, if the *Contractor* deems necessary within their method statements.

## 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).**

The *Contractor* submits their programme with the *Contractor*'s Offer for acceptance. The *Contractor* shows on each programme which he submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the *works* and proposed plant and labour resources) the following:

- (a) All dates for gaining all permissions, approvals, consents and permits needed to deliver the project
- (b) Period required for mobilisation/ planning & post contract award
- (c) *Starting date*
- (d) Each of the activities listed within the Price List
- (e) All key activities required to deliver the *works* shall be identified on the programme
- (f) Any key third party interfaces: lead in periods for materials and subcontractors; time required to obtain consents or permits; stated constraints; *Contractor*'s risks.
- (g) Completion Date, and handover dates.
- (h) Submission date of the Health & Safety File, after completion of the site works.

The programme shall be updated and submitted to the *Client* on a monthly basis to support each payment application to confirm *works* complete to that assessment date. Any early warning notification or compensation event that impacts on the Completion Date shall be supported by an updated programme.

## 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
Access to and possession of land area identified for the <i>Contractor's</i> compounds. (Notice of Entry will be completed in advance by the <i>Client's</i> Land Surveyor)	Contract commencement
Access across the site access route from the public highway (A15), past the <i>Contractor's</i> compound areas and onwards to the bypass channel for the desilting <i>works</i> . (Notice of Entry will be completed in advance by the <i>Client's</i> Land Surveyor)	Contract commencement
Utilities/Services Records	Mid-way through the tender period
	Contract commencement & additionally as necessary

### Data and information management and intellectual property rights

All of the data listed as being supplied to the *Contractor* as part of this study remains the Intellectual Property (IP) of the *Client*

## Site Information

The *site* is at Market Deeping Mill bypass channel, Lincolnshire.

It is located South of Stamford Road, Market Deeping, Lincolnshire, PE6 8AB.

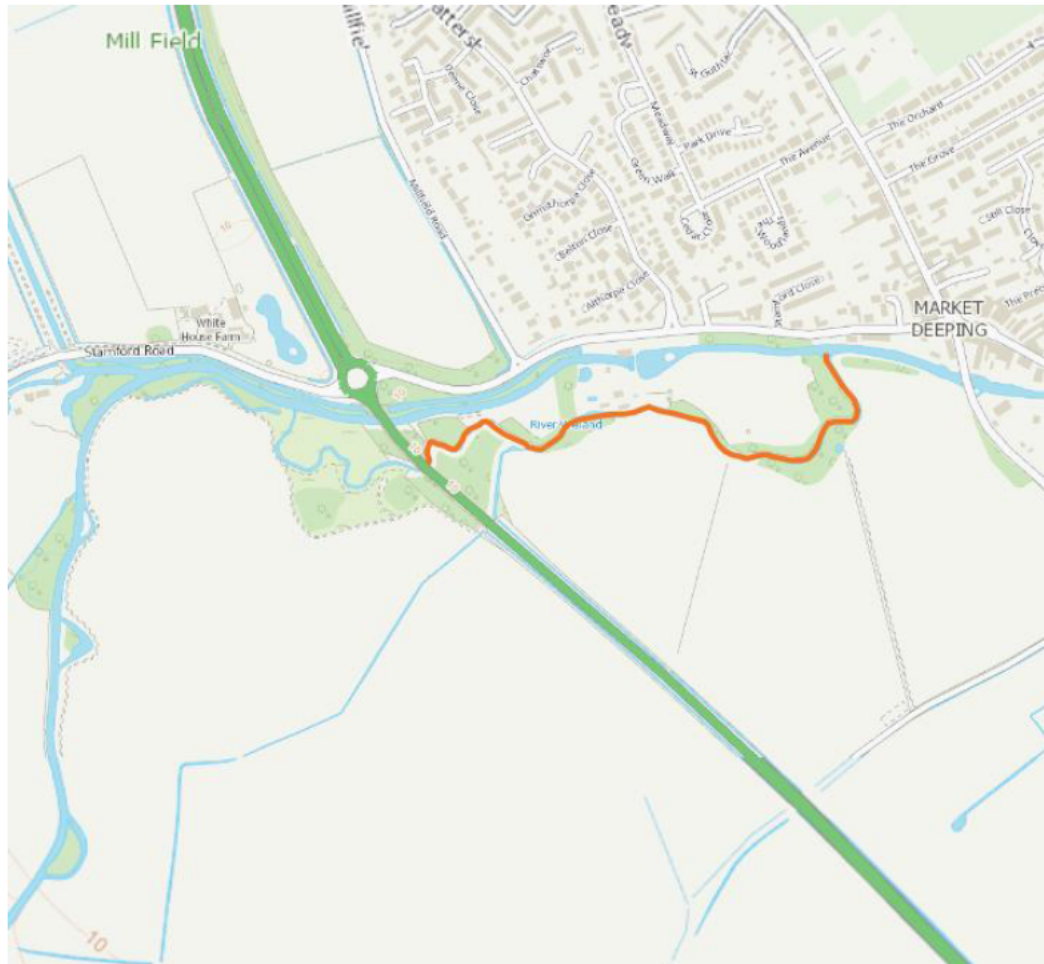
The bypass channel extends between National Grid References TF1309709755 to 1367209910

The nearest Met Office weather station is at Wittering.

The works are at the EA's asset reference number 356650

The approximate length of the bypass channel at this location is 885 metres.

The approximate route of the bypass channel is as shown on the map below;-

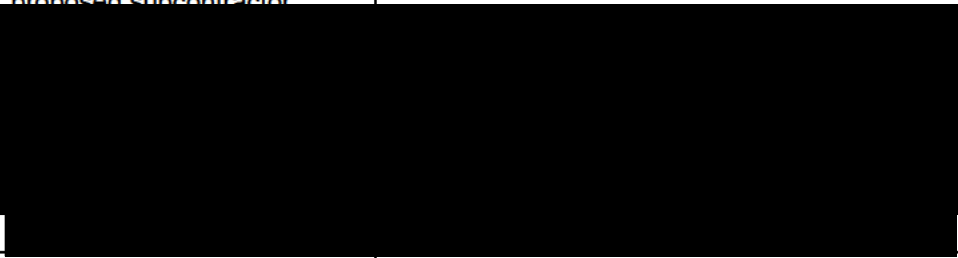


Refer also to the appended site plan (revision 2), which shows the site access route and the proposed location of the Contractor's compounds. (Drawing filename SP13-01R Land Access vers2.pdf)

The delivery to site of any large plant or excavators (Equipment) is to be undertaken on a Saturday, since the A15 is a busy highway. These items of plant can then be parked adjacent to the Contractor's compound area. The site entrance from the highway will require traffic cones and signage for the duration of the works.



# Proposed subcontractors

	Name and address of proposed subcontractor	Nature and extent of work
1.		
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	