

Short Contract

OPTION B - PRICED CONTRACT
WITH BILL OF QUANTITIES

A contract between

.....

.....

and BANBURY TOWN COUNCIL
THE TOWN HALL, BRIDGE STREET
BANBURY OX16 5QB

for THE CONSTRUCTION IN BLOCK DAVING
OF HARDSTANDING AT PEOPLES PARK
COMMUNITY CENTRE

Contents	Page
Contract Forms	
Contract Data	2
The Contractor's Offer	4
The Employer's Acceptance	4
Price List	5
Works Information	6
Site Information	9
Conditions of Contract	CC1

Notes about this contract are printed in boxes like this one. They are not part of the contract.

contract data
conditions of contract

Contract Data

contract data
conditions of contract

The Employer is

Name BANBURY TOWN COUNCIL

Address THE TOWN HALL, BRIDGE ST, BANBURY

Telephone 01295 - 250340 Fax

E-mail address info@banbury.gov.uk

The works are THE CONSTRUCTION OF APPROXIMATELY
..... 250 m² OF BLOCK AND OTHER PAVING

The site is AT PEOPLES PARK BANBURY

The starting date is TO BE AGREED

The completion date is 6 WEEKS AFTER THE STARTING DATE

The period for reply is 2 DAYS ~~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 FIRST DAY of each month.

The retention is 5 %.

Does the United Kingdom Housing Grants, Construction and
Regeneration Act (1996) apply? Yes / ~~No (delete as appropriate)~~

The Adjudicator is

Name TO BE AGREED

Address

Telephone Fax

E-mail address

Contract Data

The interest rate on late payment is N/A % 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 MILLION for any one event.

The Employer provides this insurance

Only enter details here if the Employer is to provide insurance.

NONE

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

Insurance Table is £10 MILLION

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

Insurance Table is £10 MILLION

The Adjudicator nominating body is

THE INSTITUTION OF CIVIL ENGINEERS

The tribunal is

THE COURT OF ENGLAND AND WALES, OR ARBITRATION

If the tribunal is arbitration, the arbitration procedure is

THE I.C.E. ARBITRATION PROCEDURE 1997

The conditions of contract are the NEC3 Engineering and Construction Short Contract April 2013 and the following additional conditions

Only enter details here if additional conditions are required.

THIS IS AN OPTION B CONTRACT (PRICED CONTRACT WITH BILL OF QUANTITIES). JANUARY 2016 AMENDMENTS ARE INCLUDED

SEE APPENDIX 1 FOR ADDITIONAL 2 CLAUSES

contract data
conditions of contract

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

Contract Data

Works Information

The Works Information should be a complete and precise statement of the *Employer's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Employer's* intention. Information provided by the *Contractor* should be listed in the Works Information only if the *Employer* is satisfied that it is required, is part of a complete statement of the *Employer's* requirements and is consistent with the other parts of the Works Information.

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.

THE CONTRACTOR IS NOT REQUIRED TO UNDERTAKE ANY
DESIGNS OF PERMANENT WORKS.

THE CONTRACTOR IS REQUIRED TO COMPLETE THE WORKS WHICH
COMPRISE THE EXCAVATION AND DISPOSAL OF MATERIALS IN
ORDER TO FORM THE FORMATIONS FOR PAVING, OTHER
HARDSTANDINGS AND KERBS, AND THEREAFTER TO PROVIDE
THE PAVING, HARDSTANDINGS AND KERBS

2 Drawings

List the drawings that apply to this contract.

Drawing number	Revision	Title
SEE APPENDIX 2		
.....
.....
.....
.....
.....
.....
.....
.....

conditions of contract data

Contract Data

Works Information

3 Specifications

List the specifications which apply to this contract.

Title	Date or revision	Tick if publicly available
MANUAL OF CONTRACT DOCUMENTS FOR HIGHWAY WORKS (MCHW) - VOLUME 1 SPECIFICATION FOR HIGHWAY WORKS	MARCH 2020	<input checked="" type="checkbox"/>
MARSHALLS INSTALLATION DETAILS FOR STANDARD BLOCK PAVING	OCT 2020	<input checked="" type="checkbox"/>

4 Constraints on how the Contractor Provides the Works

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 Employer.

ACCESS TO THE SITE IS ONLY BY MEANS OF THE ENTRANCE TO PEOPLES PARK OFF WARWICK ROAD AND THE PRIVATE ROAD IN FRONT OF NEITHROP HOUSE

contract data
conditions of contract

Contract Data

Works Information

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).

A PROGRAMME IS NOT REQUIRED

6 Services and other things provided by the Employer

Describe what the Employer 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
THE EMPLOYER WILL PROVIDE TOILET AND HAND-WASHING FACILITIES. HOWEVER, GENERAL DRYING, COOKING, TEA/COFFEE MAKING AND OFFICE FACILITIES CANNOT BE PROVIDED	AT START OF CONTRACT UNTIL COMPLETION
WHERE PAVING FLAGS ARE TO BE REPLACED BY BLOCK-PAVING, THE CONTRACTOR MAY USE THESE WHERE SPECIFIED AROUND THE BUILDINGS	

conditions of contract data

Contract Data

Site Information

Give information about the site such as the ground conditions and any other information which is likely to affect the Contractor's work such as limitations on access and the position of adjacent structures.

THE EMPLOYER HAS TAKEN REASONABLE STEPS TO IDENTIFY THE LOCATIONS OF ALL UNDERGROUND UTILITIES AT THE SITE. HOWEVER, THE CONTRACTOR WILL BE INSTRUCTED TO UNDERTAKE HAND-EXCAVATED TRIAL HOLES PRIOR TO ANY MECHANICAL EXCAVATION TAKING PLACE. ITEMS ARE INCLUDED FOR TRIAL HOLES IN THE BILL OF QUANTITIES.

contract data
conditions of contract

Appendix 1

Additional Z Clauses

Z1 Official Secrets and Confidentiality

- Z1.1 The Official Secrets Act 1989 and, where appropriate, the provisions of section 11 of the Atomic Energy Act 1948 apply to this contract from the starting date until the Defence Certification or a termination certificate has been issued.
- Z1.2 The Contractor notifies his employees and his sub-contractors of their duties under these Acts.
- Z1.3 The Contractor does not use or disclose information concerning the contract obtained either by the Contractor or by any person employed by him except for the purposes of the contract.

Z2 Security

Site Admittance

- Z2.1 The Contractor submits to the Project Manager details of people who are to be employed by him and his sub-contractors in connection with the works. The details include a list of names and addresses, the capacities in which they are employed, and other information required by the Project Manager.
- Z2.2 The Project Manager may instruct the Contractor to take measures to prevent unauthorised persons being admitted to the site. The instruction is a Compensation Event if the measures are additional to those required by the Works Information.

Photographs

- Z2.5 The Contractor does not take photographs of the Site or the works or any part of them unless he has obtained the approval of the Project Manager.
- Z2.6 The Contractor takes the measures needed to prevent his and his sub-contractors' people taking, publishing or otherwise circulating such photographs.

Appendices

1. Additional Z Clauses
2. List of drawings contained within the Contract
3. Designer's Risk Assessment
4. Bills of Quantities

Appendix 2

List of Drawings contained with the Contract

20/204-01	Site Survey Drawing
20/204-02	Proposed Paving Works - Construction details
20/204-03	Proposed Paving works – Layout Plan
20/204-04	Proposed Paving Works – Indicative Service Locations

Appendix 3

Designers Risk Assessment

People's Park, Banbury Community Centre Hardstanding

Designers Risk Assessment

Probability	5	Highly likely
	4	Likely
	3	Possible
	2	Unlikely
	1	Highly unlikely

Severity	5	Fatal
	4	Very serious (life threatening and resulting in extended hospitalisation)
	3	Serious (resulting in hospitalisation)
	2	Slight (requiring on-site medical attention)
	1	Very slight (inconvenience)

1. Striking Underground Utility Services

Who is at Risk?	Contractor's Personnel	
Risk without mitigation	Probability	5
	Severity	4
	Risk level	20

Mitigation

Employer has used best information available to establish routes of underground utility services. Where known to exist their approximate locations are indicated on the contract drawings. In further mitigation, before any machine excavation takes place the Contractor will carefully undertake trial excavations by hand, as directed by the Employer. Items for this are included in the Bill of Quantities

Risk with mitigation	Probability	2
	Severity	4
	Risk level	8

2. Discovering Hazardous Materials

Who is at Risk?	Contractor's Personnel	
Risk without mitigation	Probability	3
	Severity	3
	Risk level	9

Mitigation

When undertaking excavations, the Contractor will observe from the nature of the excavated material whether the site has had previous uses and notify the Employer for further advice.

Risk with mitigation	Probability	2
	Severity	2
	Risk level	4

3. Discovering Sharps and Needles

Who is at Risk?	Contractor's Personnel	
Risk without mitigation	Probability	2
	Severity	4
	Risk level	8

Mitigation

Before commencing the works the Employer and the Contractor shall together undertake a visual inspection of the site. The Employer is not aware of activities on the site that might have resulted in sharps, needles and the like having been left in it.

Risk with mitigation	Probability	2
	Severity	2
	Risk level	4

4. Conflict between Members of Public using Peoples Park and Banbury Town Council Employees working in the Park with Contractor's Vehicles and Deliveries

Access to this site can only be taken from the main entrance to Peoples Park and along the private road in front of Neithrop House. Residents of Neithrop House, the public at large and employees of Banbury Town Council frequently use this road.

Who is at risk?	Members of the public at large Employees of Banbury Town Council Residents of Neithrop House	
-----------------	--	--

Risk without mitigation	Likelihood	3
	Severity	4
	Risk level	12

Mitigation

The Contractor shall at all times when using the road operate vehicles equipped with audible and visible warnings. All deliveries to and from this site will be accompanied by a banksman.

Risk with mitigation	Likelihood	2
	Severity	4
	Risk level	8

Appendix 4

Bill of Quantities

1. The Civil Engineering Standard Method of Measurement (CESMM3) shall apply to the Bill of Quantities.
2. The Bill of Quantities contains 2 parts.

Part 1 – General, Preliminary and Temporary Works Items
Part 2 – Permanent Works Items
3. If an item is left unpriced, the price/rate shall be deemed to be zero and the cost of providing that item deemed to be included in other priced items.
4. No item in the Bill of Quantities is included for discharging the duties of “Principal Contractor” under the CDM Regulations 2015. If the Contractor requires specific payment for this an appropriate Method Related Charge shall be inserted and priced.

CESMM		QUANTITY	UNIT	RATE	AMOUNT
	Part 1 General Preliminary and Temporary Work Items				
A120	Insurances in compliance with the Contract Data	-	Sum		
	Method Related Charges				
	<p>All method-related charges for which the Contractor requires payment are to be inserted below, stating for each whether it is "fixed" or "time-related".</p> <p>Unless specified otherwise, time-related charges shall be paid in proportion to the value of the works items executed.</p>				

	Part 2 Permanent Works Items				
--	---	--	--	--	--

Notes to Part 2

1. Item E 680 Working around underground service sand utilities is measured as linear metres
2. Item I 112 The tendered rate is to include the excavation and disposal of existing pipes
3. Item R 198 Depth varies, therefore item measured as cubic metres

		QUANTITY	UNIT	RATE	AMOUNT
B 111	Excavate trial holes by hand to establish locations of underground utilities/services, each hole not to exceed 750mm deep with plan area not exceeding 450mm x 600mm	6	nr		
E 123	Excavation of subsoil	130.0	m3		
E 512	Trimming of Excavated Surfaces	230.0	m2		
E 532	Disposal of subsoil	130.0	m3		
E 680	Working around underground services/utilities, eg water service, electricity cable, surface water drain, foul drain	45.0	m		
I 112	100mm perforated GVC pipes between X and Y (see contract drawing)	8.0	m		
L 531	20mm single size shingle as bed and surround to pipes between X and Y, laid 50mm all round	8.0	m		
L 601	Terram TX160 Geotextile laid all round pipe bed and surround between X and Y	8.0	m		
R 170	Marshalls MG15 Geo-grid at bedding level to block paving	230.0	m2		
R 182	50mm thick bedding to block paving, granular size 6mm/12mm	230.0	m2		
R 198	"No fines" open graded crushed rock (OGCR) as sub-base to Priora paving	62.0	m3		
R 243	90mm thick porous asphalt base-course AC32, 100/150 Pen	230.0	m2		
R 435	C30 concrete slabs 200mm thick including 2 layers of A393 mesh (top and bottom)	11.0	m2		

		QUANTITY	UNIT	RATE	AMOUNT
R 443	80mm deep Marshalls "Brindle" Piora block-paving laid to herring-bone pattern including for all cutting and trimming at interfaces with kerbs and upstands	230.0	m2		
R 443.1	Extra over to R 443 for cutting pavements around utility covers	6	nr		
R 480	Visqueen (or equivalent) membrane laid at base of C30 concrete slabs	11.0	m2		
R 611.1	HB2 100mm upstand kerbs including haunch as detailed	72.0	m		
R 611.2	Flat top edging kerbs 150mm x 50mm, including haunch as detailed	13.0	m		
R 611.3	CS2 edging kerbs 150mm x 125mm laid flush, including haunch as detailed	25.0	m		
R 613	HB2 quadrants	6	nr		
R 613	HB2 dropped kerbs	6	nr		
R 782.1	1,200mm wide paving slabs at rear of existing building, laid on 40mm sharp sand bedding as detailed	21.0	m		
R 782.2	900mm wide paving slabs in front of existing building, laid on 40mm sharp sand bedding as detailed	16.0	m		
R 782.3	600mm wide paving slabs at sides of existing building and at side of existing shed, laid on 40mm sharp sand bedding as detailed	31.0	m		

Bills of Quantities Summary

Total of Part 1 (General, Preliminary and Temporary Works Items)	
Total of Part 2 (Permanent Works Items)	
Addition or Deduction (state which) as Adjustment Item	
Grand Total	£ <hr/>