



# Engineering and Construction Short Contract

## Contract Data Forms

June 2017

(with amendments January 2023)

### Template version history

V1 (as per bidder pack)	Go live template (this document)

# NEC4 Engineering and Construction Short Contract

A contract between	<div></div> <div></div> <div></div> <div></div> <div></div>
And	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
For	Park Lane Oldbury access improvement and desilt Works.
	<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		
Address for communications		
Address for electronic communications		
The <i>works</i> are	Park Lane access improvement and desilt works	
The <i>site</i> is	Park Lane Trash Screen Oldbury,	
The <i>starting date</i> is		
The <i>completion date</i> is		
The <i>delay damages</i> are		Per day
The <i>period</i> for reply is		weeks
The <i>defects date</i> is		weeks after Completion
The <i>defects correction period</i> is		weeks
The <i>assessment day</i> is		of each month
The <i>retention</i> is		%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> apply		

The *Adjudicator* 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 *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* 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  per week of delay has been agreed.

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

The Contract Price

The *Client* provides this insurance

None

#### Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	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 Works	Minimum <input type="text"/> 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 works similar to the works	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works 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 (including 2023 amendments) 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 Works. 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 correct invoice.	
Z2.0	[REDACTED] as a regulatory authority	
Z2.1	The [REDACTED] position as a regulatory authority 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 [REDACTED] in its capacity as a regulatory authority, 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 works does not constitute statutory approval or consent.	
Z2.3	An action by the [REDACTED] as regulatory authority 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 works 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 Works.	
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 works which the Scope states they are to design.	

Z6.3	<p>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.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
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	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <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 sub-contractors</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	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes ■ 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.</p>
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
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p>

	<p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>
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# Contract Data

## The Contractor's Contract Data

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

Enter the total of the Prices from the Price List.

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	Quantity	Rate	Price


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.

# Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

## 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.

**Project Scope: Park Lane access improvement scope.**

### 1. Project Overview

- **Project Name:** Park Lane access improvement and desilt works.



### 1.1 Background and Problem description

M5 Motorway trash screen is an [REDACTED] flood risk asset designed to protect the downstream culvert from blockage. It was constructed in 2013. Since construction, the upstream channel has collected silt, debris and vegetation – capacity of the channel is now reduced and the wing walls of the trash screen obscured from inspection. The access track, Ramp and Dump pad have become overgrown with vegetation and rutted making access for the 4x4 and trailer unsafe, and as a result require remedial work to restore to a good standard for safe access.



## 2. Project Objectives

- Renovation of compacted stone track to a compacted rut free access route, safe for the use of 4x4 and trailer to access to debris screen.
- Fall protection installation along embankment to prevent risk of fall / vehicle incident.
- Desilt of area on opposite bank to access track to maintain correct conveyance of water channel.
- Desilt of debris within the water channel to maintain correct conveyance.
- Renovation of debris storage area (Dump Pad).

## 3. Deliverables

- **Primary Deliverables:**
  - *Contractor* is to carry out a detailed site scope visit with *Client* and project sponsors.
  - Access track, access ramp and dump pad totalling 210 sq meters, to be scraped by 100mm to remove vegetation, loose stone and soft / rutted materials.
  - Access track, access ramp and dump pad totalling 210 sq meters to be filled with clean type 1 to a compacted depth of 100mm.
  - Fall protection, Armco barrier to be installed at a right angle off existing barrier, to a total length of 7m parallel to bank crest.
  - Soil / silt samples to be taken for testing, recommendation for one test of track materials and one for each of the desilt locations.
  - Area of 90 sq meters for desilt on embankment contains Himalayan Balsam, recommended 200mm of desilt depth. Care must be taken to not desilt within 1m of existing warehouse building.
  - Desilt of gravels within channel to 100mm, removing none natural wash down debris, ie bricks concrete.
  -

#### 4. Project Inclusions

- As this project sits within a Highways England area of interest a provision to allow access to Highways England should be allowed
- As this project is at a debris screen allowance should be made for maintaining the screen clear of debris for the duration of the works.
- Due to desilt and ground disturbance activities on site, a method of suitable prevention of silt migration from site should be allowed.
- Where machinery is to be left on site overnight, control measures should be put in place to ensure it is secure and not accessible to the public, such as plant safe, guards or on-site security.
- If a *Sub – contractor* is to be used the *Client* should be notified at the earliest opportunity to allow for the provision of a *Principal Designer*, failure to do so may result in project delays.
- Provision for welfare facilities should be made available for those working and visiting site.
- All waste materials and debris to be removed from site, leaving the site and surrounding areas including access routes in an as found condition.
- Waste materials storage allowed on site at a location agreed with *Client* for enabling collection for disposal.
- New materials storage allowed on site at a location agreed with *Client*.
- Associated works such as site set up, demobilisation, access enabling works, silt control and site clearance are to be included as part of the works.
- Site works maybe delayed by high water levels; this should be allowed for within program of works.

#### 5. Project Exclusions

- None Known

#### 6. Project Constraints

- An [REDACTED] estates notice is required to be served on behalf of the *Client* as the land is owned by a third party.

[REDACTED]

[REDACTED]

#### 7. Assumptions



- The works are within a secure area where gates must be kept closed, this will minimise the requirement for dedicated public segregation of the works, however the site will need to remain accessible to highways England.
- The locations of Barrier installation will be free of any services.
- Ground will be of suitable stability for base retention.
- Works will be carried out at one site at a time to minimise disruption.

## 8. Project General

### Environmental Best Practice

- The *Client* is committed to the environmental principles of stewardship and sustainability and has corporate goals to maintain and enhance the water environment. The *Contractor's* plans and methods should assist the *Client* in achieving these goals.
- The *Contractor* demonstrates their proposals to minimise environmental impacts and to comply with environmental best practice principally through the content of, and adherence to, his Method Statements.

### Pollution Prevention

- The *Contractor* shall ensure all staff are inducted into the environmental procedures and/or protection measures that will be operated on site.
- The *Contractor's* attention is drawn to the control of pollution provisions in the Water Resources Act 1991. The *Contractor* takes all necessary precautions to ensure that no polluting discharge either of solid or liquids is made to any watercourse or to the underground strata and that no work carried out in any watercourse is done in such a manner as to cause pollution. Any Materials, which accidentally fall into any watercourse, are removed immediately.
- The *Contractor* takes all necessary precautions to protect all watercourses, together with water in underground strata, against silting, erosion and pollution.

### Sustainable Materials

[REDACTED]

#### *Environmentally considerate hydraulic fluids*

- The *Contractor* endeavours to utilise Equipment which uses environmentally considerate hydraulic fluid (either a synthetic ester or a vegetable oil-based derivative) in their hydraulic systems.
- Excavators on the *site* use only environmentally considerate hydraulic fluid. Traditional mineral oils and glycols are unacceptable. The *Client* may extract samples of oil from excavators on the *site* for analysis at an independent laboratory. Failure to comply with this requirement results in the excavator not being permitted to work on the *site*.

### Recycled Materials

- The *Contractor* shall maintain a Waste Management Plan for the site in accordance with the [REDACTED] standard requirements.

### Floods

- The *Contractor* registers with the [REDACTED] Area Flood Warning team before

commencing work on the *site*, and gives them telephone and/or fax numbers where Flood Warnings can be sent.

- [REDACTED]
- The *Client* is not liable for any consequences if it is unable to provide either flood warnings or weather forecasts, or if they prove inaccurate.
- The *Contractor* monitors river levels and weather forecasts on a daily basis and promptly provides copies of the information to the *Client* or the *Client's Delegate*.

#### **Health and Safety**

- The *Contractor* is the Principal Contractor in terms of The Construction (Design and Management) Regulations 2015.
- The *Contractor* shall prepare a Pre-Construction Phase Health and Safety Plan for the *works*. The *Contractor* shall develop the issues raised within the Pre-Construction Phase Health and Safety Plan in the Construction Phase Health and Safety Plan.
- The *Contractor* is to contribute to the development of the Health and Safety File, and will produce risk assessments and method statements for construction and material handling.

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

■ [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**Site Fencing**

- The *Contractor* adequately fences the *site* and erects fencing and gates before other work starts in that part of the *site*. The *Contractor* regularly inspects and maintains all site fencing and gates, and promptly repairs defects.

**Contractor's Compounds, Storage Areas and Site Roads**

- The location and layout of compound areas are to be agreed in conjunction with the *Client* or the *Client's Delegate*.
- Compound areas will be reinstated to a standard no less than that recorded in the pre-condition survey.
- Except as may be otherwise required by the contract, the *Contractor* designs, constructs, maintains, and afterwards removes and reinstates temporary accommodation, services, compounds, storage areas, site roads and accesses required for the *works*.

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

### ***Vibration, Noise and Dust***

- The Contractor provides Equipment and working methods so as to minimise the risk of damage to property caused by vibrations transmitted through the ground.
- The Contractor ensures that the 'best practicable means' as defined in the Control of Pollution Act 1994 are employed to minimise the noise and vibration resulting from his operations and complies with the recommendations and requirements of BS 5228 Code of Practice for Noise Control on Construction and Demolition Sites.
- The Contractor measures and monitor noise levels at noise sensitive locations around the *site*, and also where requested by the Local Authority, or the *Client* or the *Client's Delegate*, using the methods set out in Appendix E of BS5228.
- The Contractor takes all reasonable measures to control the generation of dust and mud resulting from his activities, including watering exposed surfaces using mobile bowsers equipped with sprinkler bars, limiting vehicle speeds to 5mph on *site* and on unsurfaced roads, covering dust creating Materials being delivered to or removed from Site on the truck; cleaning vehicles leaving *site*; immediately removing any debris deposited on the public highway.
- The Contractor ensures that:
  - All Equipment is fitted with effective exhaust silencers, maintained in good repair and in accordance with the manufacturer's instructions, and operated as to minimise noise emissions.
  - Only 'sound reduced' compressors or other alternatives accepted by the *Client* or the *Client's Delegate* are used, and any parts fitted by the manufacturer for the purpose of noise reduction is maintained and operated so as to minimise noise;
  - Any pneumatic operated percussive tools are fitted with accepted mufflers or silencers which are kept in good repair;
  - Any machinery which is intermittent in use is shut down in intervening periods of non-use, or where this is impractical is throttled back to a minimum;
  - Stationary Equipment (e.g. pumps, compressors, generators) are situated as far as possible from residential property and acoustic screens are erected if required by the *Client* or the *Client's Delegate*. Other Equipment is screened if necessary;
  - Equipment known to emit noise strongly in one direction is, where practical, orientated so that noise is directed away from noise sensitive areas;
  - As far as possible, construction operations are not so noisy as to be a danger to those on or about the *works* or to be a nuisance to the neighbourhood.

### ***Land Drainage Consents***

- The Contractor complies with the Land Drainage Act 1991, the Water Resources Act 1991 and Byelaws. The proposals for any *works*, and/or temporary *works*, to be carried out in, over, under or

adjacent to a watercourse may require the prior statutory consent of the [REDACTED]. A consent application is submitted to the [REDACTED] with full and detailed information of the proposed *works*.

- Whilst working in a river channel, drainage course or flood plain, the *Contractor* takes all necessary measures for the adequate discharge of flood waters and for the continued operation of all land drainage systems in the area.
- Any proposal for temporary diversion, obstruction or piping of a watercourse during construction is subject to the consent of the [REDACTED], as is the temporary obstruction of the flood plain by spoil heaps or by any other means.
- Any access or haul roads in flood plain areas are constructed to a finished level no higher than existing ground level. On completion of the *works* the access roads are removed and the route reinstated to the original ground levels or other agreed level to the satisfaction of the *Client* or the *Client's Delegate*.
- No material is placed within the channel or flood plain during the construction of the temporary works without the [REDACTED] consent and the *Contractor* removes any such material and surplus, however arising, as soon as its function has been fulfilled. Working Areas within the flood plain are kept clear at all times of all Materials and Equipment that will float.

#### **Apparatus of Statutory Undertakers, Highway Authority and others**

- Before commencing excavations, the *Contractor* undertakes full preliminary investigations by means of electromagnetic and other locating devices and hand-dug trial holes, to locate the existing services, and satisfies himself as to the exact position of all the existing apparatus which may affect or be affected by the construction of the works. The *Contractor* notifies the *Client* or the *Client's Delegate* of the results of these investigations without delay.
- Should any leakages or damage to existing services, highways or apparatus be discovered, the *Contractor* at once notifies the *Client* or the *Client's Delegate*, and the Statutory Undertaker, Highways Authority or owner concerned, as appropriate, and the *Contractor* affords every facility for the repair or replacement of the apparatus affected.
- The *Contractor* notifies the *Client* or the *Client's Delegate* in advance of any diversion or removal of apparatus, which the *Contractor* requires for his own convenience or because of his proposed methods of working. The *Contractor* arranges (including obtaining any necessary permissions, notices, licences or consents) and undertakes any such additional diversion or removal of apparatus but complies with any requirements of the *Client*.
- The *Contractor* provides a record drawing of services and apparatus encountered and highlights the differences with the information provided by the Statutory Undertaker and Highway or Roads Authority and issues this to the *Client* or the *Client's Delegate*.
- The *Contractor* complies with HSE Guidance Notes, Statutory Undertakers and private company requirements when working in the vicinity of their apparatus.
- The *Contractor* is reminded that privately owned services or service connections are not indicated on Statutory Undertaker service plans.

1. **+** **+**

**+**

1. **+** **+**

**+**

1. **+** **+**

**+**

1. **+** **+**



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## 2. Drawings


## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available

## 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 *Client*.

### Parking Arrangements / Restrictions

Parking is available next to the M5 trash screen on the area of hard standing. All access gates are kept closed and locked when not in use.

The *Contractor* ensures that the nearby businesses access/egress from their premises are not affected by the works.

### Utility Constraints

The *Contractor* liaises with utilities providers covering the area (as identified in the utility searches in the PCI) and implements any measures required to protect these utilities, in agreement between the *Contractor* and the relevant utility company.

### Health and Safety Documentation

Immediately upon award of contract the *Contractor* commences preparation of health and safety documentation.

The *Contractor* does not commence work on *site* until the *Client* accepts the health and safety documentation.

## 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).

## 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

## Site Information


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