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|  | **Short Contract** |

Slade Brook Reservoir Seepage Repairs

A contract between North Northamptonshire Council (the *Employer*)

and The Contractor

for Slade Brook Reservoir Seepage Repairs

**Contents:**

**Contract Forms**

* + Contract Data
		- The Contractor’s Offer
		- The Employer’s Acceptance
		- Price List
		- Works Information
		- Site Information
	+ Conditions of Contract

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| Contract Data |
|  | The *Employer*  |
| Name | North Northamptonshire Council |
| Address | Sheerness House, 41 Meadow Road, Kettering, NN16 8TL |
| Telephone | 0300 126 3000 |
| E-mail address | Dylan.smith@northnorthants.gov.uk |
| The *works* are | Seepage repairs to the embankment at Slade Brook Reservoir  |
| The *site* is | The location of the reservoir is at National Grid Reference SP 864 770. The *site* is the Slade Brook Reservoir embankment and accesses to the *Works* from the public highway and the compound areas used by the *Contractor*.  |
| The *starting* *date* is | xx 2022 |
| The *completion date* is | xx 2022 |
| The *period* for reply is | 2 weeks |
| The *defects date* is | 52 weeks after Completion |
| The *defects correction period* is | 4 weeks |
| The *delay damages* are | £500 per day  |
| The *assessment day* is  | the last working day of each month |
| The *retention* is | 5% |
| Does the United Kingdom Housing Grants, Construction and Regeneration Act (1996) Apply?  |  Yes |
| The *Adjudicator* is | the person appointed as follows: |
|  | 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 interest on late payment is xx% per complete week of delay or per annum above the Bank of England Base Rate. |
| The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer’s* property in excess of £10,000,000 for any one event |
| The *Employer* provides this insurance None |

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| **Insurance Table** |
| **Event** | **Cover** | **Cover provided until** |
| Loss of or damage to the *works* | £10,000,000 |  |
| Loss of or damage to Equipment, Plant and Materials |  |  |
| The *Contractor’s* liability for loss of or damage to property (except the *works*, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor’s* Providing the Works |  |
| Liability for death of or bodily injury to employees of the *Contractor* arising out ofand in the course of their employment in connection with this contract |  |
| Failure of the *Contractor* to use the skill and care normally used by professionals providing works similar to the *works* |  |  |

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| The A*djudicator* nominating body is The Institution of Civil Engineers |
| The *tribunal* is litigation in the courts |
| If the *tribunal* is arbitration, the arbitration procedure is The Institution of Civil Engineers Arbitration Procedure (1997). |
| The *conditions of contract* are the NEC3 Engineering and Construction Short Contract April 2013 |

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| Contract Data |
| The *Contractor’s* Offer |
| The *Contractor*  is |  |
| Name:  |  |
| Address:  |  |
| TelephoneFax |   |
| 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 DefinedCost 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. |  |
| We declare that this tender was prepared and is submitted in good faith. We declare that we have not communicated to any person other than the *Employer* the amount or the approximate amount of the offered total of the Prices and the Prices have not been adjusted or fixed by arrangement or in collusion with any third party (other than in confidence to obtain insurance quotations or finance required in connection with the tender). We undertake that we will not enter into any such communication or enter into a collusive arrangement whether in relation to this tender or a tender submitted or to be submitted by a third party.We also undertake that we have not and will not 1. corruptly solicit, receive or agree to receive; or
2. offer or agree to give directly or indirectly to any employee, consultant or contractor of the *Employer*;

any thing, service or money for doing or not doing anything or showing favour or disfavour to any person, in relation to this contract or any other contract to which the *Employer* is party.If we or an employee or authorised agent or subcontractor or consultant are in breach of the above declarations and undertakings we agree that the *Employer* may terminate the contract and the payment due is assessed as if clause 90.3 (Reason 3) applied. |
| Signed on behalf of the *Contractor* |  |
| Name |  |
| Position |  |
| Signature |   | Date |  |
| Contract Data |
| 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 |  |

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| Contract Data |
| Price List |
| **See separate pricing document****Pricing Schedule - Sladebrook Reservoir Seepage Repairs** |

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| Contract Data |
| Works Information |

1. **Description of the Works**

The project involves seepage repairs to the embankment at Slade Brook Reservoir. Works are described in the Scope of Works Note, dated 10th June 2022.

1. **Drawings**

The Drawings show the existing layout/previous works and comprise:

Location Plan

Site Plan

231469/001 Slade Brook Reservoir Crest Repair Works

Gate Valve Technical Layout

The *Contractor* designs and constructs the *works* in accordance with the Scope of Works Note and the Drawings.

One paper copy of the Drawings shall be marked up by the Contractor in red as the As-Built drawings and supplemented by sketches prepared by the Contractor to describe the works carried out.

1. **Specifications**

The works shall be in accordance with the Civil Engineering Specification for the Water Industry 7th edition. Particular Specification requirements are detailed in the Scope of Works Note.

1. **Constraints on how the *Contractor* Provides the Works**

The *Contractor* Provides the Works in a manner that incorporates best practice techniques. The *Contractor* will conduct the works in a sustainable manner protecting the environment and implementing high safety standards during construction. In particular the *Contractor* shall put in place measures to prevent pollution arising from grouting works

The working hours should be limited to 8am to 6pm Monday to Friday. No working on weekends, Bank Holidays or other Public Holidays without prior agreement with the *Employer*. People do not remain on the s*ite* overnight without the written agreement of the *Employer*. Any work outside the above working hours will require approval of the *Employer*.

1. **Requirements for the Programme**

The programme for these works is expected to be approximately 4 weeks long. The Contractor is requested to submit a programme of the expected works detailing the time scale for each task.

1. **Services and other things provided by the *Employer***

Details where available of the embankment and bottom outlet will be provided.

The *Contractor* is to undertake appropriate measures to protect any services affected by the proposed works.

The Contractor ensures that no damage occurs to existing structures, roads, paths and services. Any such damage is repaired at the *Contractor's* own expense.

1. **General Constraints**

The *Contractor* enters the *site* on the date agreed with the *Employer*.

The *Contractor* notifies the *Employer* of any additional working areas that he has negotiated outside the *site* before entering them.

The *Contractor* keeps records of the dates of his first entry onto and departure from all property and lands of each owner and occupier (including public highways, footpaths and thoroughfares) together with the dates of the erection and removal of all temporary fencing.

The *Contractor* confines his construction operations within the *site*.

The following working constraints apply to the *site*:

* The *Contractor* complies with the operational requirements of the *Employer* during the *works*.
* The *Contractor’s* vehicular traffic shall only use the access route as shown in the Drawings.
* The *Contractor’s* activities shall not disrupt or prevent access to Kettering Golf Club or neighbouring properties.
* Any hard standing created by the *Contractor* shall be removed and made good on *Completion*.
1. **Access**

Access to the embankment shall be via the timber gates at both abutments. No other access shall be used without the *Employer*’s written agreement.

Any access provisions made by the *Contractor* shall be removed and made good on *Completion*.

Access for construction plant across the dam shall be limited to avoid loading the structure of the dam. Details of the plant proposed shall be submitted to the *Employer*.

1. **Entry to the site**

The *Contractor* notifies the *Employer* at least 7 days in advance of his intention to first enter the *site*.

The *Contractor* helps the *Employer* in keeping the owners and occupiers in and around the *site* informed of the effect of the *works* on their land as required by the *Employer*.

The *Contractor* keeps photographic record of condition of the access route and the site compound.

1. **Site Tidiness and Site Waste Management plans**

The *Contractor* keeps the *site* tidy and promptly removes rubbish, waste and surplus. Materials, Plant and Equipment are positioned, stored and stacked in a safe and orderly manner.

1. **Site Fencing**

The *Contractor* adequately fences the s*ite* including all access routes and erects fencing and gates before other work starts in that part of the s*ite*. The *Contractor* regularly inspects and maintains all *site* fencing and gates, and promptly repairs damage.

1. **Contractor’s compounds, storage areas and site roads**

The compound area location shall be agreed with the *Employer*.

The *Employer* arranges for permission for the compound.

Except as may be otherwise required by the Works Information, the *Contractor* designs, constructs, maintains, and afterwards removes and reinstates temporary accommodation, services, compounds, storage areas, *site*  roads and accesses required for the *works*. The *Contractor* submits details of his design and reinstatement proposals to the *Employer* for acceptance.

Reinstatement work includes the removal of all materials used in the construction of the roads, and restoring the area to at least its original degree of safety, stability, drainage and appearance - unless specific acceptance is otherwise given by the *Employer*.

1. **Surveys of highways, properties and land**

Shortly before first entry, the *Contractor* undertakes a joint inspection with the Employer, a ‘Pre-starting condition survey’ of all highways, structures and land including access routes, trees, boundaries, crops and any other features which may be affected by the *works*, within the *boundaries of the site* .

The *Contractor* undertakes a similar joint inspection, a ‘Post-completion condition survey’ when the *works* are complete, and on dates agreed with the *Employer*.

The *Contractor* gives at least 3 working days’ notice to the *Employer* prior to any condition survey.

Condition surveys include written text descriptions and photographs of the existing condition of the land and other areas.

1. **Protection against damage**

The *Contractor* does not damage highways, roads, properties, land, trees, roots, crops, boundaries and any other features, and the apparatus of Statutory undertakers, the Highways Authority and others. Damage by the *Contractor* of anything on the *site* is a *Contractor’s* risk.

The *Contractor* protects the *works*, Materials, Plant and Equipment liable to damage either by the weather or by the method used for carrying out the *works*.

The *Contractor* takes all reasonable measures to control the generation of dust and mud resulting from his activities, including:

1. limiting vehicle speeds to a maximum of 5mph on *site*  and on unsurfaced roads;
2. covering dust-creating materials being delivered to or removed from s*ite*  on the truck;
3. cleaning vehicles leaving s*ite* ;
4. Immediately removing any debris deposited on the public highway.
5. **Environmental Best Practice**

The *Contractor* Provides the Works in accordance with environmental best practice. The *Contractor*’s attention is drawn to the following documents:

* BRE – Green Guide to Specification.
* BRE - Materials Information Exchange
* CIRIA, SP122 – Waste Minimisation and Recycling in Construction (practical guidance)
* CIRIA, C513 – The Reclaimed and Recycled construction materials Handbook.
* CIRIA, C533 – Environnemental Management in Construction
* Considerate Constructor Scheme
* Environment Agency Guidelines for obtaining all timber from sustainable source
* General Guide to the Prevention of Water Pollution: PPG1
* Above ground oil storage tanks: PPG2
* Works in, near or liable to affect Watercourses: PPG5
* Working at Demolition and Construction Sites: PPG6
* Refuelling Facilities: PPG7
* Dewatering underground ducts and chambers:PPG20
* Pollution Incidents Response Planning: PPG 21
* Operational Instructions 63-05: SD02 and SD06 (Environment Agency, 2008d; 2008e)

The *Contractor* demonstrates his proposals to minimise environmental impacts and to comply with environmental best practice principally through the content of, and adherence to, his Method Statements.

1. **Control of pollution requirements**

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* obtains the consent of the Environment Agency before making any discharge to any watercourse or the underground strata.

The *Contractor* takes all necessary precautions to protect all watercourses, together with water in underground strata, against silting, erosion and pollution.

The *Contractor* ensures that:

* All fuel, hydraulic fluids, lubricating oils or chemicals are not to be stored on *site;*
* Equipment which leaks any fuel, lubricant or hydraulic fluid is not used, and all static Equipment using fuel oil is located as far away as reasonably possible from any watercourse and surrounded by oil-absorbent material to contain spills or leaks;
* Refuelling or servicing of Equipment is not permitted on *site;*
* An adequate supply of oil absorbent Materials is readily available in the Working Areas at all times. Any spillage is immediately contained, removed from the Working Areas and disposed of to a licensed tip and the *Employer* promptly informed;
* Water pumped from embankment excavations and chambers is to be discharged into the reservoir and not irrigated over the embankments;
* Access roads and approaches to watercourses are regularly scraped and maintained free from deposits of slurry. Any slurry so removed is disposed of in a location agreed by the *Employer* avoiding pollution of the watercourse. Precautions are taken to ensure surface water drains are not contaminated by solids from workings and associated transport;
* Equipment parking and servicing areas and wheel washing facilities are located with the acceptance of the *Employer*;
* Any imported fill or construction material is free from polluting or toxic substances where drainage from the material can directly enter surface or underground waters;

The *Contractor* is not permitted to store fuel or hazardous substances on *site* without prior agreement from the *Employer*.

The *Employer* is informed before any hazardous substances are brought on *site* along with the associated COSSH assessments.

The *Contractor* ensures that the storage, handling, use and disposal of any potentially hazardous materials is carried out in accordance with the relevant statutory provisions and Health and Safety Executive (HSE) Codes of Practice and Guidance Notes.

The *Contractor* consults the relevant statutory bodies including the HSE, Fire Authority, the Environment Agency, and the Local Authority (Emergency Planning) and follows any procedures to limit the spread of pollution in the event of an incident.

All *site* staff are trained so that they can undertake the following actions upon discovery of a pollution incident:

* + raise the alarm and contact the appropriate *site*  staff and authorities
	+ locate the pollution control equipment
	+ deploy pollution control equipment in an appropriate and effective manner so as to contain and limit pollution until such a time as the appropriate authorities arrive on *site* .
1. **Trees and vegetation**

The *Contractor* protects all trees within the *boundaries of the site* or whose canopies cross the *boundaries of the site* that are to be retained, in accordance with BS5837: 1991 Guide for Trees in relation to construction.

The *Contractor* does not remove or prune any trees, shrubs or hedges unless indicated on the drawings or authorised by the *Employer*.

1. **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.

1. **Contractor’s Design**

The *Contractor* shall use the Scope of Work Note to provide a method statement to carry-out the works. If the *Contractor* provides an update to the design, the design should be submitted to the *Employer* for acceptance.

1. **Completion**

The work required for Completion is:

* Construction of the *works* in accordance with the Works Information
* Reinstatement and *site* clearance
1. **Programme**

The Contractor provides an outline project programme for delivery. The *Contractor* includes the following information as separate activities in the programme:

* the *starting date*
* *site* mobilisation
* dates of commencement of the *works*
* dates of completion of the *works*
* The Completion Date.
1. **Quality**
	1. **Plant and material acceptances**

The *Contractor* supplies samples of Materials to be used to the *Employer* for acceptance.

Samples are submitted before construction works begin and the *Contractor* allows the *period for reply* for gaining the *Employer*’s acceptance.

The samples are retained on *site* by the *Contractor* as references and are disposed of by the *Contractor* upon Completion.

* 1. **Quality Management System**

The *Contractor* operates a Quality Management System complying with BS EN ISO 9002.

The *Contractor* describes the Quality Management System in a Quality Plan, which is provided to the *Employer* for acceptance within 14 days of the date when this contract comes into existence.

The quality of the work is controlled by the *Contractor* as set out in the Quality Plan accepted by the *Employer*.

* 1. **Quality Control**

The *Contractor*’s Quality Control Manager certifies that activities have been carried out in accordance with the Works Information when an experienced and qualified *works* checker has checked and certified that Materials, workmanship, cleanliness and other matters are correct

Copies of relevant supporting certificates relied on by the Quality Control Manager are attached to his certificate.

The *Employer* may at any time audit the quality control process and for this purpose is given assistance and access by the *Contractor* to:

* documents used in connection with the certification process, including but not limited to *site* diaries, calibration certificates, memos, and to interview persons involved in Providing the Works.
	1. **Efficiency Initiative**

The *Contractor* seeks opportunities to Provide the Works more efficiently and discusses these opportunities with the *Employer*.

1. **Management of the works**
	1. **Reporting requirements**

Brief weekly reports are submitted in writing to the *Employer* in a form to be agreed, covering the items listed below:

* Schedule of the main work items in each section of the work showing quantitative progress during the previous week and cumulative progress to date.
* Plant at the *site*.
* Accidents to Employees reportable by Statute.
* Weather conditions and reservoir water levels on each day and night.
* Photographs of the progress of the works

The Contractor shall also provide information confirming the dimensions of the chamber and the dimensions and condition of the stoplog grooves within the chamber.

* 1. **Photographs**

In addition to the photographs taken during ‘pre-starting condition survey’ the *Contractor*  takes regular photographs of the work as it progresses and as further required by the *Employer.*

The photographs are taken by a competent photographer using a digital camera. All photographs are date stamped.

Upon Completion, the *Contractor* ensures that all photographs have been passed to the *Employer* and they become the property of the *Employer*. The *Contractor* ensures that no use is made of the photographs without the written acceptance of the *Employer*.

* 1. **Progress meetings**

No formal progress meetings are required.

* 1. **Contractor’s submissions**

All submissions required from the *Contractor* under the contract are numbered sequentially.

* 1. **VAT certificate**

Immediately upon receipt of payment, the *Contractor* issues to the *Employer* a VAT receipt.

If the *Contractor* does not provide a VAT receipt, the *Employer* may retain further payments due to the *Contractor* until the receipt is provided and any other consequential requirements of the VAT regulations are satisfied.

1. **Services and other things to be provided**
	1. **Facilities and Services to be provided by the Contractor**
		1. **Accommodation for the *Contractor***

For the use of the *Contractor*’s employees and workforce, the *Contractor* provides temporary offices, sanitary arrangements, compounds, parking areas and the like necessary for the completion of the *works* and correction of Defects. The general siting and layout of these is to the acceptance of the *Employer.*

* 1. **Facilities and services to be provided by the Employer**

Not Required.

* 1. **Equipment and materials provided by the Employer**

None.

1. **Health and Safety**
	1. **Site Specific**

The work will involve working closely to water and precautionary measures should be undertaken to address the health and safety risks of the works. Method statements should include a risk assessment of each of the works process.

* 1. **CDM Regulations**

The Construction (Design and Management) Regulations 2015 (the CDM Regulations) apply to the *works*. The project is not considered to be notifiable to the HSE. If the *Contractor* considers that the project will last more than 30 days and has more than 20 workers or involve more than 500 person days of construction work or will involve more than one contractor the *Contractor* informs the *Employer*.

The Principal Designer is provided by the *Employer*.

Pre-construction information is shown on the drawings and described below the *Contractor* shall prepare a construction phase plan appropriate to the size and complexity of this project.

* 1. **Emergency arrangements**

The *Contractor* maintains arrangements whereby he can call out labour, equipment and material to carry out any work needed for an emergency associated with the *works*.

The *Contractor* acquaints himself and his employees with any relevant emergency arrangements including those of the *Employer.*

The *Contractor* gives reasonable access to members of the emergency services who may inspect the *site*.

The *Contractor* provides access to all parts of the *site* for the *Employer’*s Operations staff to undertake emergency inspections or repairs.

* 1. **Floods**

The reservoir is classed as a large raised reservoir under the Reservoirs Act 1975. In Providing the Works the *Contractor* ensures that activities do not increase the risk of an escape of water from the reservoir.

* 1. **Site Security**

The *Contractor* is responsible for the security of the *site* and of vehicles and pedestrians entering and leaving the *site*.

The *Contractor* ensures that the *site* gates are closed after the passage of vehicles or personnel on each and every occasion. Gates are not left open.

The *Contractor* ensures that the s*ite* is left properly secured at the end of each working day.

1. **Method Statements**

Method statements provided for acceptance include full particulars of the methods, timing and sequence of construction including the use and design of temporary works, Materials and Plant and Equipment proposed by the *Contractor*. Method statements contain sufficient information to enable the *Employer* to assess any likely detriment either to the proposed or the existing works or to the *Employer*’s overall objectives.

The *Contractor* issues method statements in advance of carrying out items of work. The *Contractor* allows the *period for reply* for acceptance or rejection of method statements. Work does not commence until the *Employer* has accepted the relevant method statement. The *Contractor* does the work in accordance with the accepted method statement.

Method statements submitted with a programme for acceptance are to include but are not limited to the following matters:

1. Health & safety measures
2. Extent of Working Areas and protective barriers
3. Access to Working Areas
4. Injection grouting
5. The implementation of relevant statutory regulations
6. The design and construction of temporary works and de-watering measures
7. How the environmental impact of the activities are to be minimised
8. Equipment requirements, siting and mode of operation
9. Labour requirements and supervision
10. Delivery and storage of Materials
11. Provision of access to third parties
12. Details of the construction sequence
13. Details of working methods
14. Detailed programme with Key Dates
15. Result of any consultation with third parties
16. Contingency plans in the event of flooding, other difficulties or emergencies
17. Risk and COSHH assessments.

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| Contract Data |

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| Site Information |

**1 Location of the Works**

The project is located at Slade Brook Reservoir. The location of the reservoir is at National Grid Reference SP 864 770.

**2 Access**

The *Contractor* protects the condition of all access roads and tracks and access road and track interfaces (such as drop kerbs, footpaths, etc.). The *Contractor* also repairs any damage caused during access.

Access to the *site* shall be from Thurston Drive and the access road to Kettering Golf Club. The arrangements of the traffic management and site access should be discussed and approved by the *Employer*.

**3** **Landowner Information**

Land within the *site* is owned by the *Employer.*

**4 Pre-construction Health and Safety Information**

Pre-construction Health and Safety Information is shown on the Drawings and in the Designers’ Hazard Elimination and Management Record below.