

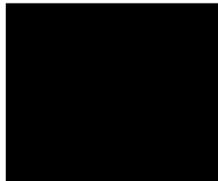
NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework Central Hub, Area 6 Lot 1

A contract between

The Environment Agency



And

JBA Bentley Ltd

For

Breaston Lagoon Fearn Close Bridge

Contract Forms

Contract Data

The *Contractor's Offer* and *Client's Acceptance*

Price List

Scope

Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Design and construct a new 40T GVW vehicle bridge and access improvements	
The <i>sites</i> are	Breaston Lagoon, off Fearn Close, Breaston, Derby, DE72 3DT	
The <i>starting date</i> is	21st May 2021	
The <i>completion date</i> is	31st March 2022	
The <i>delay damages</i> are	nil	Per day
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	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does 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.
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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
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The <i>Client</i> provides this insurance	None
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Insurance Table

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 Works	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 works similar to the <i>works</i>	Minimum £1,000,000 in respect of every claim without limit to the number of claims	12 years following Completion of the whole of the <i>works</i> or earlier termination

The <i>Adjudicator</i> nominating body is	The Institution of Civil Engineers
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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 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 invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's 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 Environment Agency 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 Environment Agency 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	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"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster

	<ul style="list-style-type: none"> • Fire and explosion • Impact by aircraft or other device or thing dropped from them
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.
Z7 2	Additional Compensation Event COVID-19 Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time from 1 st April to 30 th June 2021

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	JBA Bentley Ltd	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The fee percentage is	As submitted in the Lot 1 Price Workbook	[REDACTED]
The people rates are		
category of person	unit	rate
Project Manager		As per Framework rates
Quantity Surveyor		As per Framework rates
General Foreman		As per Framework rates
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

[REDACTED]

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

Commercial Manager

Signature

[REDACTED]

Date

8th June 2021

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position

Commercial Manager

Signature

[REDACTED]

Date

9 June 2021

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
	Firm Costs				
BLB1	Project inception meeting and site visit	Sum	1		████████
BLB2	Further ground investigation (if deemed required)	Sum	1		████
BLB3	Completion of outline designs of all aspects of the works for EA acceptance to take forward to detailed design including a design in principle document for review by the EA	Sum	1		████████
BLB4	Completion of outline costs at outline design stage for EA acceptance	Sum	1		████████
BLB5	Completion of detailed design, AFC drawings and material specifications of all aspects of the works for EA and if required local authority acceptance	Sum	1		████████
BLB6	Arrange for and have completed an independent design check on the final bridge design to be carried out by a consultant/company other than the designers company. Results of which to be supplied to the EA	Sum	1		████████
BLB7	Project design meetings on site and or at EA Draycott Depot	Each	3	██████	██████
BLB8	Apply for and secure Planning Permission for the works (if deemed to be required)	Sum	1		████████
BLB9	Apply for and secure the Flood Risk Activity Permit for the works	Sum	1		██████
	Sub Total				
	Outline Tender Stage Construction Costs (See Note 1)				
BLB10	Project supervision and management including third party liaison and progress meetings	Week	10		████████
BLB11	Mobilisation/demobilisation of equipment and welfare facilities	Sum	1		████████
BLB12	Investigation & protection of existing services	Sum	1		████████

BLB13	Construction of left bank stoned hardstanding area	m2	330		
BLB14	Removal and disposal of the existing concrete footbridge	Sum	1		
BLB15	Construction of bridge abutments	Each	2		
BLB16	Construction of bridge deck and parapets	Sum	1		
BLB17	Construction of bridge access ramps	Each	2		
BLB18	Construction of right bank grass reinforced hardstanding area	m2	370		
New Timber Gate	Supply and installation of gates and fencing	Sum	1		
	Sub Total				
	Post Construction				
BLB20	Complete a Principal Inspection supply a conformance certificate	Sum	1		
BLB21	Complete and supply H&S File including topographic survey and as built construction drawings and certificate of conformance	Sum	1		
	Sub Total				

Notes:

- 1 Contractors to include their design assumptions so price changes can be re assessed following completion of the accepted Contractor's design.
- 2 All quantities are re-measurable

Contractors Design Assumptions

The South side approach ramp may require a 'skew or change of alignment' to keep within the field boundary, however the extent of this will be confirmed at detailed design (Call off response P9)

The bridge is to be built using the western side of the existing footbridge as the datum and as such the new bridge should not impact access to the control building (Call off response P9)

Subject to discussion with the Panel Engineer; there may an opportunity to retain excavated materials on site, currently assuming off-site disposal (Call off response P9)

North Bank permanent stoned hardstanding area construction to be type 1 sub-base or similar No kerbing or positive drainage proposed at this time. Final surfacing subject to client and local authority approval (Call off response P11 & ECSC Description of works 2b)

Reinforced Grass Hardstanding - We propose a cellular modular Paviour System, CellPave HD. This product is manufactured in the UK made from 100% recycled UK sourced post-industrial polymers and can be recycled at end of life if required. Paviour cells will be infilled with topsoil and seeded. No positive drainage deemed to be required and therefore not included at this time Perimeter edge containment will comprise timber edging or Pre cast concrete kerb where required. (Call off response P11/12).

Chrysotile asbestos is identified within the SI report but at levels below the threshold for waste to be classed as hazardous hence we propose to retain existing topsoil on site for reuse (Call off response P12). In addition, the site investigation report noted some hydrocarbon odours observed during site works, as no elevated levels were identified within the report, our offer is on the basis that the ground is not classed as hazardous with respect to other potential contaminants (Ref Offer Letter)

It is noted within the tender documents that the site constitutes a large raised reservoir and all works will need to be approved by an All Panel Reservoir Engineer (PRE), appointed by the EA. While we have included allowance within our design costs for continued liaison with the appointed panel engineer As a point of note, we request that should the requirements of the panel engineer dictate design output that may not have been identified at this time, then the design scope is also to be revisited with respect to this alongside the scope during finalisation of the detailed design (Ref Offer Letter)

Re-location or renewal of the existing pedestrian gate and associated post and rail fencing will be carried out to allow access to the existing control building Fencing to protect the channel sides and a metal farm type gate across the left bank side of the bridge will be installed (Call off response P13).

Details of the existing chamber located within the southern field within the footprint of the approach ramp Details

unknown at this time, investigation to be completed during detailed design Modification works to this chamber therefore subject to confirmation and not included for at this time. (Tender Query Ref 6)

Investigation of existing Severn Trent pipework Investigation of existing Severn Trent pipework and if required the design and construction of additional protection measures. We include at this time for scope associated with trial pitting to determine extent of existing protection and to confirm details of the existing pipe construction but exclude at this time any provision for scope yet to be determined (Tender Query Response Ref 7)

Location and protection or re routing of existing electric and telemetry cables associated with the operation of the existing flood defence structures. No information has been provided to allow scope associated with these assets to be confirmed Existing telemetry sensor located beneath the bridge will be re-located by the EA prior to start on site (contract page 19). Any potential scope associated with diversions is excluded. The existing cables will be located during the works and if required put into a conduit (this work will be subject to a Compensation Event) so that they can be maintained or replaced in the future without the requirement for further excavation in the footprint of the bridge structure (Tender Query Response Ref 8)

Axle Loading for Gross Vehicle weight of 40t is categorized as per the The Road Vehicles (Authorised Weight) Regulations (Tender Query Response Ref 2 , note details not included within our tender but reference now included)

The total of the Prices



The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4th 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

Project Objectives

Breaston Lagoon is a flood storage reservoir and nature reserve in Breaston, Derbyshire which during high water events allows water from Golden Brook to be stored as part of the flood prevention system for Long Eaton. Currently there is no access to the lagoon area for maintenance by vehicles in excess of 18 tonnes and no easy access to the automated penstock for vehicles in excess of 7.5 tonnes. Therefore the Environment Agency wish to construct a new 40 tonne vehicle bridge from the existing access off Fearn Close over Golden Brook and carry out improvement works to the access routes to and from the new bridge and existing penstock areas

Description of the works

The works that the *Contractor* is to carry out shall include the following

1. Planning & Permits
 - a. Apply for and secure Planning Permission (yet to be confirmed if required) from Erewash Borough Council who are the landowners; Pricing Schedule item BLB8 includes a Provisional Sum value of £2,250 00 Allow a nominal period of 12 weeks for the Planning Permission process (Tender Query Response Ref 1)
 - b. Apply for and secure the Flood Risk Activity Permit from the Environment Agency
 - c. The site constitutes a large raised reservoir and all works will need to be approved by an All Panel Reservoir Engineer (PRE), appointed by the EA
2. Stoned Hardstanding
 - a. Design and construction of a permanent stoned hardstanding area on the left bank side of the approximate area shown below to enable the trafficking or parking of specified vehicles up to 40t GVW;
 - b. Final surfacing to be subject to Environment Agency and local authority approval.
 - c. Investigation of existing Severn Trent pipework crossing the access route and confirmation that protection is sufficient for vehicles up to 40T and if required the design and construction of additional protection measures
 - d. Location and protection or re-routing of existing electric and telemetry cables associated with the operation of the existing flood defence structures
3. Existing Footbridge
 - a. Removal and disposal of the existing concrete footbridge and associated fencing.
4. New Bridge
 - a. Design to Eurocodes the bridge alignment to ensure by swept path analysis that specified rigid vehicles can access and traverse the bridge from either direction without damaging or interfering with boundary fences or other existing structures.
 - b. Design to Eurocodes and construct the new bridge abutments it is requirement that the new bridge does not impede on in-channel flow (Adequate clearance is required between the underside of bridge and top of channel walls (Tender Query Response Ref 10) and any loading of the bridge is directed away from the concrete channel walls.
 - c. Design to Eurocodes and construct a new 40t GVW bridge deck as follows;
 - i. Design Life – Minimum 75 years;
 - ii. Minimum clear width of 4.0m;
 - iii. Minimal maintenance requirements.
 - d. Design to Eurocodes and construct the bridge parapets vehicle restraint system and access ramps for vehicles having a maximum speed of 10mph;

- e. Design to allow for the retained pedestrian access to the control building from the left bank side; f. The bridge lead designer is to be a Chartered Structural Engineer with at least 10 years experience in bridge design. A full CV is to be provided with tender.
- g. The *Contractor* is to arrange for and have completed an independent design check by a Chartered Structural Engineer on the final bridge design to be carried out by a consultant/company other than the designers company. Results of which to be supplied to the Client before the final design will be accepted
- h. The outline design to include for a Design in Principle document for review by the EA
- i. Following completion the Contractor is to provide a Principal Inspection certificate to confirm that the bridge meets the requirements of the agreed specification

5 Reinforced Grass Hardstanding

- a. Design and construction of a reinforced grass hardstanding area on the right bank side of the approximate area shown below to enable the trafficking, turning or parking of specified rigid vehicles up to 40t GWW

6 Fencing & Gates

- a. Re-location or renewal of the existing pedestrian gate and associated post and rail fencing to allow access to the existing control building from the left bank side;
- b. Renewal or replacement of fencing to protect the channel sides;
- c. Installation of a metal farm type gate typically 5m wide across the left bank side of the bridge.



Works Locations



Approach route from Fearn Close entrance



View of bridge location from left bank