



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	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Bridge Civil Engineering
For	Congresbury Yeo Badgers Phase 2
	Contract Forms <ul style="list-style-type: none"> - Contract Data - The <i>Contractor's</i> Offer and <i>Client's</i> 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], Rivers House, East Quay, Bridgwater, TA6 4YS	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	90m Sheet piling for badger protection to flood bank	
The <i>site</i> is	Congresbury Conservation Area, Via the Congresbury Arms, BS49 5JA, Actual location, BS49 5DD, ST 43966 63732	
The <i>starting date</i> is	28/02/2025	
The <i>completion date</i> is	31/03/2026	
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 <i>Adjudicator</i> is :
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	The Contract Price	
The <i>Client</i> 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 works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an	Minimum £5,000,000 in respect of every claim without limit to the number of claims	

employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works		
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	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	<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"> • 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 • 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	<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 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.</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	Bridge Civil Engineering Ltd	
Address for communications	[REDACTED], Silverton House, Chudleigh, Devon, TQ13 0DF	
Address for electronic communications	[REDACTED]	
The fee percentage is	As per framework agreement	%
The people rates are	As per framework agreement	
category of person	unit	rate
The published list of Equipment is		As per framework agreement
The percentage for adjustment for Equipment is		As per framework agreement

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	£ 152,312.00
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Enter the total of the Prices from the Price List.
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Signed on behalf of the *Contractor*

Name	
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Position	Framework Manager
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Signature	
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Date	04/02/2025
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
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Position	Programme Manager
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Signature	
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Date	06/02/2025

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
1	Site Setup (inc. compound and site fencing), welfare and mobilisation				
2	Site supervision, engineering and management				
3	Establish safe access route to site from compound including vegetation clearance and track matting to the field				
4	Provision of an ECoW to check prior to works commencing				
5	Pre construction and design management				
6	Design pile requirement for 90m • To be acting as cut off only • Spec 2.5m max long piles in vicinity of the large tree at approx. CH50m • Finished 150mm minimum below GL				
7	Supply and Install piles (100m)				
8	Clearance of temporary sandbag defence, loading and transportation only to Bradney Depot, 2 Bradney Ln, Bawdrip, Bridgwater TA7 8PZ.				
9	Full reinstatement and seeding of impacted areas				
10	Demobilisation				
11	H&S File information				
The total of the Prices					£ 152,312.00

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 is to collapse a badger sett once it has been excluded of badgers and then install 50m of sheet piles to prevent badgers from burrowing through the embankment again. As well as removal of the temporary sand bag wall and reinstatement of the area impacted by the works.

50m in length commencing at the furthestmost upstream end accessible ST 43974 63707 (to be confirmed on site), ending approx. ST 43968 63747.

1. Description of the works

The *Client* requires the following scope of works to be undertaken by the *Contractor*.

Pre-Construction Works

Prior to works commencing on site the *Contractor* shall:

- Review the provided Pre-Construction Information (PCI), and if required update the PCI document with any additional information as required.
- Attend the Site to gain an understanding of the Site constraints, specifically with regards to access and buildability.
- Undertake an ecological check and vegetation clearance up to commencement on site.
- Before any work commences on the Site, with any pre-construction ecology restraints from the ECoW, the *Contractor* shall provide an ecological toolbox talk to their staff. The talk will identify any ecological constraints and identify any required actions.
- Complete enabling works / temporary works design and issue a check cert if relevant.
- Ensure suitable piles are available from the piling sub-contractor.
- Liaise with the *Client's* project team and Principal Designer to prepare, develop and gain *Client* approval of:
 - Construction Phase Plan (CPP), Traffic Management Plan, Risk Assessments and Method Statements (RAMS) and Temporary Works.

Construction Works

To deliver the works the *Contractor* shall, in accordance with the *Client* approved Detailed Design, CPP and RAMS:

- Mobilise to the Site and set up the working area, storage area trackway and safety signage (refer to the Site redline boundary and proposed access routes).

- Segregate walkways and ensure safe access for staff and visitors. Ensure suitable signage and plant routes are established.
- Install access routes with appropriate ground protection.
- Clear vegetation in the localised area to enable access through the existing gateway.
- Protect any land drains, utilities and structures along the access route and at the location of works.
- Install the sheet piles as per the *Client* approved design which includes trench excavation of 200mm x 500mm assumed, to suit pile driver, pre-auger as required to combat tree root restrictions, install 4m piles, finishing 150mm below GL, backfill over with topsoil and reseed. As well as removal of the sandbag temporary defence, install shorter length piles at agreed location past significant tree in wet face of bank.
- Reinstate all access routes, re-establish any permanent fencing if relevant, demobilise, remove all materials and reinstate any areas that have been damaged.
- Collate comprehensive records of all the works and provide weekly updates to the *Client*.

Post-Construction Works

The *Contractor* shall liaise with the *Client's* project team and CDM Principal Designer, to provide:

- Clearly annotated/marked up drawings, with any deviations from the design captured accordingly to enable the designer to produce 'as constructed' drawings;
- Actual incurred carbon calculations in accordance with the latest *Client* Carbon Tool and criteria;
- Construction information for the CDM Health and Safety File;
- A separate electronic folder containing appropriately titled photographs of the works pre-, during and post- construction.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

3. Specifications

List of specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules		
Minimum Technical Requirements—Standard (LIT 13258)	V12	
Minimum Technical Requirements—Environment and Sustainability (LIT 65150)	V2	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Exchange Information Requirements (BIM)	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V6	

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

1. The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract
2. The *Contractor* shall prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the *works*.
3. No work can be undertaken until confirmation of badger exclusion has been given.

4.1 In accordance with Clause 14.5 of the contract, all of the *Client's* actions under the contract are delegated to the Contract Administrator. The *Contractor* shall only act upon instructions received from the *Client's* delegate.

4.2 All communications from the *Contractor* to the *Client* shall be sent to the Contract Administrator.

4.3 Protection against Damage

4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures, etc. found on *site* are not damaged by their activities. Such features must be fully reinstated to the satisfaction of the *Client* and the landowner/occupier.

4.3.2 The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each

project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

4.3.3 *The Contractor will allow 2 weeks for the Principal Designer to review construction phase plans.*

4.3.4 *In order to assess the extent of work, the Contractor shall visit each site when pricing the work. The Contractor shall inform the Client of the time and date of each site visit before going to site.*

4.3.5 *The Client has the contractual right to access the working area. The Contractor shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.*

4.3.6 *Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the Contractor should assume the worst conditions when preparing his quotation.*

4.3.7 *Compensation will be agreed and paid by the Client (via its appointed land agents) to affected landowners based on the Contractor's programme, proposed access routes and method statements. Compensation claims incurred due to the Contractor's failure to comply with its programme, access routes and/or method statements will be passed on to the Contractor.*

4.3.8 *Where necessary the Contractor shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The Contractor shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.*

4.3.9 *The Contractor shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access must be reported directly to the Client.*

4.3.10 *A key, which must be returned on completion of the works, will be provided as necessary to allow access through the Client's gates.*

4.3.11 *If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the Contractor to access, the Contractor shall immediately contact the Client. The Contractor shall inform the Client of their intention to continue work at this site or submit a request to the Client that they may either postpone work or be permitted to start work at another site. If the Contractor decides to continue at the original site, this will be at his own risk.*

4.3.12 *Seven (7) working days' notice of commencement of works shall be given to the Client.*

4.3.13 *Two (2) working days' notice must be given to the Client in advance of completion of the works.*

4.3.14 *All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the Client, or their representative.*

4.3.15 *The Contractor shall be responsible for obtaining and/or registering for any necessary waste exemptions.*

4.3.16 *The Client requires twenty-four (24) hour / seven (7) days per week emergency contacts from the Contractor including the provision of out of hour's response if required due to theft, fire, flood and vandalism. Any emergency procedures must be carried out by a competent employee of the Contractor.*

4.3.17 *The Contractor shall undertake an inspection and obtain pre and post work condition photos of any access routes that are expected to be used. This shall be made available to the Client's Project Manager upon request.*

4.3.18 *No mud or other debris is to be deposited on any tarmac areas outside the site access gate. Any such material is to be removed immediately.*

4.3.19 *The Contractor shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.*

4.3.20 *Un-scoped or additional projects may be added to the package upon acceptance of the relevant Compensation Events (CE's) and revised programmes depending on Contractor performance.*

4.3.21 No fires may be lit on site unless expressly authorised by the *Client*.

4.4 Choice of Equipment

4.4.1 The *Contractor* shall choose the most appropriate plant to complete the works.

4.4.2 The *Contractor* shall ensure that all plant is properly maintained.

4.4.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.

4.4.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

4.5 Permits

4.5.1 The *Client* has arranged for the Badger permit and has executed these works in advance of the *Contractor* commencing.

4.6 Working times

4.6.1 The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be necessary for the *Contractor* to undertake weekend working. If required this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

4.7 Site Restrictions

4.7.1 The Compound and works areas must only be commenced and access gained when the appropriate estates notices are in place, condition pictures and records produced, and the *Client* PM has confirmed the arrangements with the landowner.

5. Requirements for the programme

5.1 The *Contractor* shall submit their first programme with the *Contractor's* Offer for acceptance.

5.2 The *Contractor* shall submit the programme in Adobe PDF format.

5.3 The *Contractor* shall show on each programme submitted for acceptance:

- the *starting date* and Completion Date,
- the critical path,
- the dates when the *Contractor* forecasts needing first access to each part of the Site to undertake physical works,
- the order and timing of the operations which the *Contractor* plans to do in order to provide the *works*,
- lead in periods for materials and sub-contractors,
- the order and timing of the work of the *Client* and others required for the *Contractor* to provide the *works*,
- provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract, and
- The first issue programme must be baselined on project from the first issue.

5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* will notify the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

- The *Contractor's* plans which it shows are not practicable
- It does not represent the *Contractor's* plans realistically or
- It does not comply with the Scope

5.5 If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one (1) week after the *Contractor's* notification, it will be treated as acceptance by the *Client* of the programme.

5.6 The *Contractor* shall show on each revised programme:

- The actual progress achieved on each operation and its effect upon the timing of the remaining work,
- How the *Contractor* plans to deal with any delays and to correct notified Defects, and
- Any other changes which the *Contractor* proposes to make to the Accepted Programme.

5.7 The *Contractor* shall submit a revised programme to the *Client* for acceptance:

- Within the *period for reply* after the *Client* has instructed the *Contractor* to,
- When the *Contractor* chooses to and, in any case,
- At no longer interval than stated below from the *starting date* until Completion of the whole of the *works*.

6. Services and other things provided by the *Client*

Item	Date by which it will be provided
Site Information	With ECSC
Service search results	With ECSC
PCI	With ECSC
FastDraft Access	Within 2 weeks of contract award
Access to the site for construction	Prior to site mobilisation

Site Information

Site information document

Desktop utility search results

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:	