

# **NEC4 Engineering and Construction**

# **Short Contract**

	Bravo Ref: 36939					
	A contract between					
	De	eanery Road				

Bristol

	BS1 5AH
And	Land & Water Services Ltd
For	Broadmead Piling Works
	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 Client is		
Name	Environment Agency		
Address for communications	Environment Agency   Kings M Road, Reading, RG1 8DQ	eadow House, Kings Meadow	
Address for electronic communications			
, tudiose for dissuants communications			
The works are	Drive 15m linear length of sheet bank downstream of the RWIS E	piles along the riverbank on the left Broadmead Bypass Weir.	
The site is	In the access field to and adjacent to Broadmead Bypass Weir, As shown on drawing 900-2914-CO1		
The starting date is	12 <sup>th</sup> September 2022		
The completion date is	28 July 202	23	
The delay damages are	N/A	£ Per day	
The <i>period</i> for reply is	2	weeks	
The defects date is	52	weeks after Completion	
The defects correction period is	4	weeks	
The assessment day is	the last working day	of each month	
The retention is	nil	%	
The United Kingdom Housing Grants, Co	nstruction and Regeneration Act (	1996) <b>does</b> apply	
	<u> </u>		

#### 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	0.5	% per complete week	of delay.				
Insert a rate only if a rate less than 0.5%	per week of de	elay 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	Contractor to the Client for loss of or damage to the Client's property is limited						
The Client provides this insurance None							
	Insurance 1	Гable					
Event		Cover	Cover provided until				
Loss of or damage to the works		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				
The Contractor's liability for loss of or dama (except the works, Plant and Materials an and for bodily injury to or death of a period employee of the Contractor) arising from or with the Contractor's Providing the Works	d Equipment) erson (not an	Minimum £5,000,000 in respect of every claim without limit to the number of claims	has been issued				
Liability for death of or bodily injury to employees of the Contractor 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 Contractor to use the skill and used by professionals providing works similar		Minimum £Nil in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> or earlier termination				

The A	djudicator nominating body is	The Institution of Civil Engineers				
The <i>tri</i>	ibunal is	litigation in the courts				
followi	ng additional conditions	igineering and Construction Short <i>Contract</i> June 2017 and the				
	enter details here if additional cond	litions are required.				
Z1.0	0 Sub-contracting					
Z1.1	The Contractor submits the name of each proposed subcontractor to the Client for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed subcontractor until the Client has accepted them.					
Z1.2	Payment to subcontractors and sup	opliers will be no more than 30 days from receipt of invoice.				
Z2.0	Environment Agency as a regulator	y authority				
Z2.1		as a regulatory authority and as <i>Client</i> under the <i>contract</i> is separate apacity are deemed not to be taken in the other.				
Z2.2	authority, the Contractor is respons	obtained from the Environment Agency in its capacity as a regulatory sible for obtaining these and paying fees (unless stated otherwise in see of a tender and the <i>Client's</i> instruction or variation of the <i>works</i> val or consent.				
Z2.3	An action by the Environment Ager compensation event.	ncy as regulatory authority is not in its capacity as Client and is not a				
Z3.0	Confidentiality & Publicity					
Z3.1	The Contractor may publicise the ห	orks only with the Client's written agreement.				
Z4.0	Correctness of Site Information					
Z4.1		subsoil, ducts, cables, pipes and structures is provided in good faith correct. The <i>Contractor</i> checks the correctness of any such Site cose of Providing the <i>Works</i> .				
Z5.0	The Contracts (Rights of Third Part	ies) Act 1999				
Z5.1		(Rights of Third Parties) Act 1999, nothing in this <i>contract</i> confers or iny benefit or any right to enforce a term of this <i>contract</i> .				
Z6.0	Design					
Z6.1	Where design is undertaken, it is normally used by professionals pro-	the obligation of the Contractor to ensure the use of skill and care viding similar design services.				
Z6.2	The Contractor designs the parts of	f the works which the Scope states they are to design.				
Z6.3		ars of their design as the Scope requires to the <i>Client</i> for acceptance.  tractor's design is that it does not comply with either the Scope or the				
	The Contractor does not proceed w	with the relevant work until the Client has accepted this design.				
Z6.4	The Contractor may submit their design for acceptance in parts if the design of each part can assessed fully.					
Z7.0	Change to Compensation Events					
Z7.1	Delete the text of Clause 60.1(11) a	and replace by:				
	The works are affected by any one	of the following events				
	War, civil war, rebellion revolution	n, insurrection, military or usurped power				
	• Strikes, riots and civil commotion not confined to the employees of the Contractor and sub-contractors					
Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting combustion of nuclear fuel						

	Radioactive, toxic, explos	sive or other hazardous prop	perties of an explosive nuclear device				
	Natural disaster						
	Fire and explosion						
	Impact by aircraft or other	r device or thing dropped fro	om them				
Z8.0	3.0 Framework Agreement						
Z8.1	The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the Client.						
Z9.0	Termination						
Z9.1	Delete the text of Clause 92	2.3 and replace with:					
		amount due at Completion	ount due on termination also includes 5% of any had there been no termination over the amount				
Z10.0	Data Protection						
Z10.1	The requirements of the Da	ta Protection Schedule sha	Il be incorporated into this <i>contract</i>				
Z11.0	Liabilities and Insurance						
Z11.1	Civil data protection claims a from any limit of liability stat		aches of Data Protection Legislation are excluded				
Z30.0	Material Price Volatility						
	The <i>Client</i> recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the <i>Client</i> will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.						
Z30.1	Defined terms						
	a) <b>The Latest Index (L)</b> is the latest index as issued by the <i>Client</i> . The L, which is at the discretion of the <i>Client</i> , is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.						
	b) <b>The Price Volatility Provision (PVP)</b> at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.						
	c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.						
Z30.2	Price Volatility Provision						
	Through a Compensation E	Event the <i>Client</i> shall pay the	e PVP. PVP is calculated as:				
	Assessment x MF x	L = PVP					
	If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the <i>Client</i> . The PVP calculated at the last assessment before 30 June 2023 is used for calculating the price increase after that date.						
Z30.3	Price Increase						
	Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.						
Z30.4	Compensation Events						
	The <i>Contractor</i> shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event.						
	Assessment Date	Defined Cost?	Forecasted Cost?				
	31 <sup>st</sup> Jul 21	In period costs only	No				

31 <sup>st</sup> Aug 21	In period costs only	No
30 <sup>th</sup> Sept 21	In period costs only	No
31 <sup>st</sup> Oct 21	In period costs only	No
30 <sup>th</sup> Nov 21	In period costs only	No
31st Dec 21	In period costs only	No
31 <sup>st</sup> Jan 22	In period costs only	No
28 <sup>th</sup> Feb 22	In period costs only	No
31 <sup>st</sup> Mar 22	In period costs only	No
30 <sup>th</sup> Apr 22	In period costs only	No
31 <sup>st</sup> May 22	In period costs only	No
30 <sup>th</sup> Jun 22	In period costs only	No
31 <sup>st</sup> Jul 22	In period costs only	No
31 <sup>st</sup> Aug 22	In period costs only	No
30 <sup>th</sup> Sept 22	In period costs only	No
31 <sup>st</sup> Oct 22	In period costs only	No
30 <sup>th</sup> Nov 22	In period costs only	No
31st Dec 22	In period costs only	No
31 <sup>st</sup> Jan 23	In period costs only	No
28 <sup>th</sup> Feb 23	In period costs only	No
31 <sup>st</sup> Mar 23	In period costs only	No
30 <sup>th</sup> Apr 23	In period costs only	No
31 <sup>st</sup> May 23	In period costs only	No
30 <sup>th</sup> Jun 23	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

# **Contract Data**

The Contractor's Contract Data					
	The Contractor is				
Name	Land & Water services Ltd				
Address for communications	Weston Yard, Albury, Guildford GU	5 9AF			
Address for electronic communications					
The fee percentage is	As framework	%			
The people rates are	As framework				
category of person	unit	Rate			
The published list of Equipment is		As framework			
The percentage for adjustment for t	Equipment is	As framework			

# **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	£229,207.96				
	Enter the total of the Prices from the Price List.				
Signed on behalf of the Contractor					
Name					
Position	Estimator				
Signature					
Date	9/09/2022				
The Client accepts the Contractor's	Offer to Provide the <i>Works</i>				
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.

Please note: Preliminaries and supervision costs deemed to be inclusive in the rates.

Item Number	Description	Unit	Quantity	Rate	Price £
1	Licences, consent and permissions completions (incl. Environmental Licence Revision)	Item	1		
2	Mobilisation and protection of access routes	Item	1		
3	Disposal of any surplus waste materials	Item	1		
4	Supply and installation of temporary sheet pile wall by the abutment	Item	1		
5	Excavate ground materials to reduce the loading to existing sheet piles. Material to be store at site to reuse.	Item	1		
6	Cut-off sheet pile anchors and removal of concrete anchor blocks for reuse as scour protection at end of sheet pile wall.	Item	1		
7a	Supply and storage of sheet piles TKL605N	Item	1		
7b	Installation of sheet piles along the 15m of the riverbank	Item	1		
8	Cut-off existing sheet piles following pile installation and creation of an environmental marginal shelf.	Item	1		

9	Supply and installation of handrailing and posts	Item	1	
10	Reprofiling of the ground level and reinstatement and planting by the weir and on access routes at the end of the works	Item	1	
11	Remove and remove from site of a temporary sheet pile wall by the weir abutment.	Item	1	
12	Removal and disposal of remnant tree roots on or around the pile line	Item	1	
13	Pre-strim the grass in six stages for reptiles for access	Item	1	
14	PAS 128 detection and protection of all utilities	Item	1	
15	Demobilisation	Item	1	
16	Provide information including as built drawings to update the section of the existing H&S file for Broadmead Weir project.	Item	1	
17	Prelims inc Supervision, Security and Welfare	Item	1	
18	Kiosk Power supply diversion (duct and attendance allowed, cable supply and installation by others)	Item	1	
	Total			
	The t	otal of	the Prices	 £229,207.96

The method and r	The method and rules used to compile the Price List are									
Civil Engineering Workbook.	Standard	Method	of Meas	urement	4 <sup>th</sup> edition	(CESMM4)	as per	the	Framework	Price

# Scope

#### Scope of the works

The works shall include but not be limited to the supply and delivery to site and to enable installation of the sheet piles for a linear 15m length at the River Wey Improvement Scheme (RWIS) Broadmead Bypass Weir, Gresham Mill, Old Woking, Surrey.

#### General responsibilities

The Contractor's main responsibilities under this contract include:

- The Contractor is the principal contractor in accordance with the Construction (Design and Management) regulations
- 2. Site access and set up, remediation
- 3. Removing the existing tie beams and anchor blocks
- 4. Supply and installation of the complete replacement sheet pile wall including installing the handrails.
- 5. Provide information and data relevant to the *works* to enable the *Client's* CDM Coordinator to compile the health and safety file.

#### Other responsibilities

The Contractor will ensure that a good level of communication is maintained with the project team, Residents Association and the National Trust and their Weir Keeper so that the Contractor's activities whilst carrying out the *works* are mutually understood, coordinated and successfully completed.

#### Documents to be submitted

Photographic condition surveys

Photographic records of the works.

As Built drawings (The Contractor shall maintain a set of drawings on site marked up in red with as built information as the *works* proceed. These red line drawings shall be handed over to the Employer to enable them to prepare the As Built drawings following Completion).

All records required for the H&S file as specified in the PCI.

## 1. Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

The existing sheet pile wall on the River Wey, south of the Gresham Mill housing development, is in a state beyond the means or worth of repairing and close to failure. The Hazard Map Plan & Access Route Plan in Section 2 shows the hazards and access routes.

The preferred option has been designed by Arcadis/ Fishtek and is a new sheet pile wall and has been designed as a cantilever wall (with no ties) and shall follow behind the existing wall alignment from the end of an existing concrete wing wall to the far end of the existing sheet pile wall, running into high ground. It is proposed that 8m long GU20N sheet pile sections are to be driven into the ground to a minimum depth of 7.5m allowing it to resist a surcharge of 15kN/m2.

A total of 25 No. of sheet piles will be required to replace the 15m long liner wall. Care must be taken on driving sheet piles to avoid surcharging or damaging the nearby existing wall structure and services. The concrete wing wall will set the alignment for the wall and a sheet pile section is to be cut and fixed to the back of the wall to set the remaining sheet piles alignment. Excavation of ground material is crucial to reduce loads applied to the piles and to allow cut-off and removal of anchors and concrete anchor blocks. Excavated material to be reused to fill gaps between existing piles and the new pile line. Temporary sheet piling is also required before excavation to avoid any movement or damage of nearby structures. All temporary works are to be designed by the Contractor.

A brief description of the works is:

- · Access and establishment of compounds and working areas
- Installation of temporary sheet pile wall
- Protection of services, excavate ground materials and removal of remnant tree roots
- Cut-off and removal of anchors and concrete anchor blocks
- · Cut-off existing sheet piles and creation of an environmental marginal shelf
- Installation of new sheet pile wall behind the existing piled wall
- Installation of handrailing and posts
- Reprofile of ground, making good and seeding of access routes, compounds
- · Removal of temporary sheet pile wall
- Provision of information and input into the Health & Safety File and as-built drawings
- Site Waste Management Plan
- The Contractor is required to liaise with the Client's CDM Principal Designer

## 2. Drawings/Documents

Lis	st t	he c	Iraw	ings/	d	ocument	s t	hat	app	ly 1	to	the	contract	t.

Drawing/ Document Number	Revision	Title
2914-890-C01	CO1	Hazard Map Plan and Access Route (Arcadis/Fishtek)
2914-301-V03	V03	Buildability Statement (Arcadis/Fishtek)
2914-900-C01	CO1	Sheet pile wall general arrangement and location plan (Arcadis/Fishtek)
2914-901-C01	CO1	Proposed sheet pile wall sections (Arcadis/Fishtek)
2914-902-C01	CO1	Sheet pile plan and sections (Arcadis/Fishtek)
2914-903-C01	CO1	Hand railing post, rail sections and details (Arcadis/Fishtek)
2914-900-P01	n/a	Electric point B – Mark-up by TVO Contractor (General Arrangement)
Broadmead EAP V6 FINAL – Liam Price Walkover Embedded	V6 FINAL	Broadmead EAP V6 FINAL
-	-	Broadmead Weir Rebuild Health & Safety File – Available from Client

Doc No 249\_18\_SD15

•	-	Surrey County Council – Broadmead Bypass 'As-Built' Drawing Available from <i>Client</i>
-	•	PCI

## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
801_14 MTR Environmental sustainability, design and management	V3 Dec 2015	Via Framework
LIT 16559 EA Constructing a Better Environment (SHEW) Code of Practice	June 2022	Via Framework
The civil engineering works are to be constructed to the 'Civil Engineering Specification for the Water Industry, Seventh Edition', published by the Water Industry Research Ltd in 2011.	7 <sup>th</sup> Edition	Yes
LIT 13258 Minimum Technical Requirements	Dec 2021	Via Framework

### 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*.

Access is into and across a field owned by Woking Borough Council (WBC) from gate(s) in Gresham Mill estate. The Hazard Map Plan and Access Route drawing shows the main constraints. Access to the field is through and across a set of brick arch road bridges spanning the River Wey. The *Contractor* will need to assess the risk of crossing these and mitigate for damage to these structures with their chosen methods.

The low lying areas of the field are liable to flooding, so low-risk, scale and impact means of access is preferable. An existing Environmental Permit will need to be adopted and completed by the *Contractor* with methods and supporting documents submitted to and approved by the *Client* prior to mobilisation.

Consultation with WBC and the Gresham Mill Residents and Owners is to be made via the *Client*'s Land Agent. The *Client* will arrange for serving a Notice of Intended Entry. The *Client* will advise of the details of the National Trust and their weir keeper so that the work can be coordinated safely.

The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted their Construction Phase Plan, method statements and risk assessments related to this *contract*. In addition, an Environmental Licence covering the work by the *contract* has been approved.

The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and develop the referenced Environmental Action Plan (EAP) and mitigation response in this prior to starting the *works* 

#### Working times

The Contractor will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

## 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).

The *Contractor* submits their programme with the *Contractor*'s Offer for acceptance. The *Contractor* shows on each programme which they submit for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the *works* and proposed plant and labour resources) the following:

#### (Critical path

- a) Period required for mobilisation/planning and post contract award
- b) Contract starting date
- c) Design activities
- d) Each of the activities listed within the Price List/Scope
- e) Anything required from the Client, including any periods for review/acceptance.
- f) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents e.g. FRAP/waste permits.
- g) Construction starting date
- h) Construction finish date
- i) Planned completion date
- j) Contract Completion Date
- k) All time risk allowances

## 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.

The *Client* will arrange for Serving of Notice and provision of a Land Agent for the *works* and a copy of the existing Health & Safety File for Broadmead Bypass Weir, and a copy of the current Environmental Permit.

Item	Date by which it will be provided
Serving of Notice under the Water Resources Act	Minimum 1 week in advance of mobilisation.
Provision of Land Agent for consultation	As needed.
Broadmead Weir Piling Environmental Permit	2 weeks after contract award

## Site Information

Please refer to the drawings and documents in Section 2.

Proposed sub-contractors						
	Name and address of proposed subcontractor	Nature and extent of work				
1.		We propose to self deliver the works				
	Form of Contract:					
2.						
3.	Form of Contract:					
3.	Form of Contract:					
4.						
	Form of Contract:					