

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework Lot 1 – South West Hub

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And

For

Exeter Flood Defence Scheme Minor Works 2023/24

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	ENVIRONMENT AGENCY SOUTH WEST MANLEY HOUSE KESTREL WAY EXETER EX2 7LQ	
Address for electronic communications		
The <i>works</i> are	A package of projects largely comprising of access improvement works. The purpose of these works is to improve the efficiency and safety of maintenance operations carried out on Exeter Flood Defence assets in addition to the modification of some assets.	
The <i>site</i> is	Various sites across Exeter, along the river Exe between Cowley Field (SX 90821 94902) and Waring Bowen Court (SX 93946 90161) - Please refer to drawing 483599-CH-00-00-DR-C-0204 - P04 (including the individual site drawings referenced within).	
The <i>starting date</i> is	20th March 2023 03/04/2023	
The <i>completion date</i> is	To be determined by the successful Contractor's programme, but no later than 31 st October 2023.	
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	0.5	% 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>)	Minimum £5,000,000 in respect of every claim without limit to the number of claims	

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 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 care normally used by professionals providing works similar to the works		Minimum £1,000,000 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 Adjudicator nominating body is	The Institution of Civil Engineers		
The tribunal is	litigation in the courts		
The conditions of contract 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 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 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 Client 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 Contractor is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The Client's acceptance of a tender and the Client's 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 Client and is not a compensation event.		
Z3.0	Confidentiality & Publicity		
Z3.1	The Contractor may publicise the works only with the Client's 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 Client but is not warranted correct. The Contractor 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 Contractor to ensure the use of skill and care normally used by professionals providing similar design services.		
Z6.2	The Contractor 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	<p>The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.</p>																																															
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																																															
Z7.2	<p>Flooding</p> <p>Amend the text of Clause 60.1 with the addition of 60.1 (13):</p> <p>The <i>Contractor</i> is prevented by flooding from carrying out all the work on the <i>site</i>. In assessing this event, only the work which is prevented by no other cause are taken into account.</p> <p>Flooding is defined as when the water level for each site location within the applicable zone reaches the relevant seasonal Trigger Levels as stated in the below table:</p> <table><tr><th rowspan="2">Ref</th><th rowspan="2">Gauge Location</th><th colspan="2">Gauge NGR</th><th rowspan="2">Flood Plain Level</th><th rowspan="2">Trigger Level (mAOD) Summer (March to October incl.)</th><th rowspan="2">Trigger Level (mAOD) Winter (November to February incl.)</th><th rowspan="2">1 in 2 Flood Level</th><th rowspan="2">Zone gauge relates to</th></tr><tr><th>E</th><th>N</th></tr><tr><td>1</td><td>South end of Cowley Field</td><td>290818</td><td>94895</td><td>12.00</td><td>12.20</td><td>13.16</td><td>12.43</td><td>1, 2</td></tr><tr><td>2</td><td>Eagle Cottage</td><td>291410</td><td>92445</td><td>N/A</td><td>6.50</td><td>8.43</td><td>7.37</td><td>3, 4</td></tr><tr><td>3</td><td>Double Locks</td><td>293380</td><td>90130</td><td>3.20</td><td>3.30</td><td>3.95</td><td>3.40</td><td>5</td></tr><tr><td>4</td><td>Waring Bowen Court, Countess Wear</td><td>293930</td><td>90165</td><td>2.10</td><td>3.00</td><td>3.77</td><td>3.11</td><td>6</td></tr></table>	Ref	Gauge Location	Gauge NGR		Flood Plain Level	Trigger Level (mAOD) Summer (March to October incl.)	Trigger Level (mAOD) Winter (November to February incl.)	1 in 2 Flood Level	Zone gauge relates to	E	N	1	South end of Cowley Field	290818	94895	12.00	12.20	13.16	12.43	1, 2	2	Eagle Cottage	291410	92445	N/A	6.50	8.43	7.37	3, 4	3	Double Locks	293380	90130	3.20	3.30	3.95	3.40	5	4	Waring Bowen Court, Countess Wear	293930	90165	2.10	3.00	3.77	3.11	6
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Z8.0	Framework Agreement																																															
Z8.1	<p>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>.</p>																																															
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	<p>The requirements of the Data Protection Schedule shall be incorporated into this contract</p>																																															
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.																																							
Z30.0	<p>Material Price Volatility</p> <p>The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023, the Client 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%.</p>																																							
Z30.1	<p>Defined terms</p> <p>a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.</p> <p>b) The Price Volatility Provision (PVP) 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.</p> <p>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.</p>																																							
Z30.2	<p>Price Volatility Provision</p> <p>Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:</p> <p style="text-align: center;">Assessment x MF x L = PVP</p> <p>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.</p>																																							
Z30.3	<p>Price Increase</p> <p>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.</p>																																							
Z30.4	<p>Compensation Events</p> <p>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.</p> <table border="1"><tr><td>30th Jun 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Jul 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Aug 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Sept 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Oct 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Nov 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Dec 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Jan 23</td><td>In period costs only</td><td>No</td></tr><tr><td>28th Feb 23</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Mar 23</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Apr 23</td><td>In period costs only</td><td>No</td></tr><tr><td>31st May 23</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Jun 23</td><td>In period costs only</td><td>Forecasted costs for remainder of contract</td></tr></table>	30 th Jun 22	In period costs only	No	31 st Jul 22	In period costs only	No	31 st Aug 22	In period costs only	No	30 th Sept 22	In period costs only	No	31 st Oct 22	In period costs only	No	30 th Nov 22	In period costs only	No	31 st Dec 22	In period costs only	No	31 st Jan 23	In period costs only	No	28 th Feb 23	In period costs only	No	31 st Mar 23	In period costs only	No	30 th Apr 23	In period costs only	No	31 st May 23	In period costs only	No	30 th Jun 23	In period costs only	Forecasted costs for remainder of contract
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	<p>The Defined Cost for compensation events is assessed using</p> <ul style="list-style-type: none"> - 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.
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Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Bridge Civil Engineering Ltd	
Address for communications	Silverton House, Chudleigh, Devon, TQ13 0DF	
Address for electronic communications	enquiries@bridgecivileng.co.uk	
The fee percentage is	As Framework Agreement	%
The people rates are	As Framework Agreement	
category of person	unit	rate
The published list of Equipment is		As Framework Agreement
The percentage for adjustment for Equipment is		As 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 £ 642,698.00

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position Pre Construction Manager

Signature

Date 23/03/2023

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

Signed on behalf of the *Client*

Name

Position

Signature

Date	

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item Number	Description	Unit	Quantity	Rate	Price
1	Cowley Field (Designs refs. 483599-CH-01-00-DR-C-1950 – P04 & 483599-CH-01-00-DR-C-1951 – P02)				
	Licenses and Permits				2200.00
	Pre-construction Management (including compliance with CDM Regulations and associated documentation)				8330.00
	Mobilisation				25157.00
	Temporary Works (please provide detail – add additional lines in if required)				
	Access track				8759.00
	Crane Mat Not required				
	Cofferdam/Silt Control Measures				25700.00
	Dewatering				1918.00
	Site Management / supervision				16962.00
	Permanent works construction (add additional lines if required)				
	Install 1 x 6ft and 1 x 12ft metal gates along existing fence lines.				3458.00
	Install new culvert from sheet pile outfall to the bank of the Exe, complete with new precast concrete				43653.00

	headwall with access incorporated into the headwall.				
	Gravel/ Concrete pedestrian access path (with some localised rip rap protection) to be installed in front of sheet piles at Cowley field to enable access to the NR wall.				8879.00
	Concrete steps with a handrail to gain access to the NR wall from new access path.				10348.00
	Clearance of 2 trees and vegetation covering 417m2.				4950.00
	Landscape and planting				8595.00
	Demobilisation				1093.00
	Health and Safety File / As constructed drawings / Operation and Maintenance Manual/ All other requirements to Provide the Works.				1500.00
			Sub-Total	£ 172,599.00	
2	Sidings field (Design ref. 483599-CH-01-00-DR-C-1951 – P02)				
	Licenses and Permits				1650.00
	Pre-construction Management (including compliance with CDM Regulations and associated documentation)				450.00
	Mobilisation				4521.00
	Temporary Works (please provide detail – add additional lines in if required)				0.00
	Site Management / supervision				2292.00
	Permanent works construction (add additional lines if required)				
	Construct a gravel access path to provide safe access from Sidings field to the NR flood wall.				4476.00
	Demobilisation				1093.00
	Health and Safety File / As constructed drawings / Operation and Maintenance Manual/ All other requirements to Provide the Works.				500.00
			Sub-Total	£ 14,982.00	
3	Station Road (Design ref. 483599-CH-02-00-DR-C-2950 – P03)				
	Licenses and Permits				2200.00
	Pre-construction Management (including compliance with CDM Regulations and associated documentation)				450.00

	Mobilisation				3957.00
	Temporary Works (please provide detail – add additional lines in if required)				2365.00
	Site Management / supervision				2292.00
	Permanent works construction (add additional lines if required)				
	70m2 of existing antiskid to be removed and existing road surface to be re-surfaced. Correct road markings to be reinstated.				20458.00
	Demobilisation				279.00
	Health and Safety File / As constructed drawings / Operation and Maintenance Manual/ All other requirements to Provide the <i>Works</i> .				250.00
			Sub-Total	£ 32,251.00	
4	Taddiforde Brook (Design Ref. 483599-CH-01-00-DR-C-1955 – P03)				
	Licenses and Permits				1650.00
	Pre-construction Management (including compliance with CDM Regulations and associated documentation)				540.00
	Mobilisation				5271.00
	Temporary Works (please provide detail – add additional lines in if required)				0.00
	Site Management / supervision				2751.00
	Permanent works construction (add additional lines if required)				0.00
	Surfacing either side of Taddiforde Brook outfall chamber to be levelled with type 1 sub-base graded material.				1185.00
	Remove external access ladder.				893.00
	Replace access hatch cover with flush mounted twin lockable manhole cover.				3891.00
	Demobilisation				1003.00
	Health and Safety File / As constructed drawings / Operation and Maintenance Manual/ All other requirements to Provide the <i>Works</i> .				500.00
			Sub-Total	£ 17,684.00	
5	Eagle Cottages (Design Refs. 483599-CH-03-00-DR-C-3965 – P03)				
	Licenses and Permits				1650.00

	Pre-construction Management (including compliance with CDM Regulations and associated documentation)				900.00
	Mobilisation				8193.00
	Temporary Works (please provide detail – add additional lines in if required)				550.00
	Site Management / supervision				4584.00
	Permanent works construction (add additional lines if required)				
	Guttering and drain improvements.				6602.00
	Replace flap valves with WaPro Wastop (or equivalent).				5304.00
	110v external waterproof power supply to be installed on wall adjacent to No. 12. PROVISIONAL SUM				1000.00
	Demobilisation				838.00
	Health and Safety File / As constructed drawings / Operation and Maintenance Manual/ All other requirements to Provide the Works.				500.00
			Sub-Total	£ 30,121.00	
6	Flowerpots (Design Refs. 483599-CH-03-00-DR-C-3950 – P03& 483599-CH-00-00-DR-C-0830 – P03)				
	Licenses and Permits				1650.00
	Pre-construction Management (including compliance with CDM Regulations and associated documentation)				450.00
	Mobilisation				4521.00
	Temporary Works (please provide detail – add additional lines in if required)				0.00
	Site Management / supervision				2292.00
	Permanent works construction (add additional lines if required)				0.00
	Install new access path (~20m long) adjacent to flood wall.				5865.00
	Demobilisation				1093.00
	Health and Safety File / As constructed drawings / Operation and Maintenance Manual/ All other requirements to Provide the Works.				500.00
			Sub-Total	£ 16,371.00	
7	The Quay (Design Ref. 483599-CH-04-00-DR-C-4957 – P02)				

	Licenses and Permits				2200.00
	Pre-construction Management (including compliance with CDM Regulations and associated documentation)				900.00
	Mobilisation				7948.00
	Temporary Works (please provide detail – add additional lines in if required)				2358.00
	Site Management / supervision				4584.00
	Permanent works construction (add additional lines if required)				
	Relocation of 3 x stone bollards adjacent to Commercial Road				3885.00
	Replacement of the Existing Quay demountable defence post with a Contractor designed removable demountable post.				8577.00
	Installation of stainless-steel floodgate handle.				1155.00
	Rodding eyes				3336.00
	Demobilisation				1093.00
	Health and Safety File / As constructed drawings / Operation and Maintenance Manual/ All other requirements to Provide the Works.				1000.00
			Sub-Total	£ 37,036.00	
8	Samuel Jones Public House at The Quay (Design Ref. 483599-CH-04-00-DR-C-4957 – P02)				
	Licenses and Permits				2200.00
	Pre-construction Management (including compliance with CDM Regulations and associated documentation)				450.00
	Mobilisation				3728.00
	Temporary Works (please provide detail – add additional lines in if required)				0.00
	Site Management / supervision				2292.00
	Permanent works construction (add additional lines if required)				0.00
	Excavate pavement/highway to determine exact location of all services. Full 3D survey of trial hole/s to be undertaken and provided to the Client as a 3D CAD model.				10967.00
	GPR Survey to inform for excavation				1425.00
	Demobilisation				0.00

	Health and Safety File / As constructed drawings / Operation and Maintenance Manual/ All other requirements to Provide the <i>Works</i> .				200.00
			Sub-Total	£ 21,262.00	
9	Double Locks (Design Ref. 483599-CH-05-00-DR-C-5950 – P02)				
	Licenses and Permits				2200.00
	Pre-construction Management (including compliance with CDM Regulations and associated documentation)				1800.00
	Mobilisation				15953.00
	Temporary Works (please provide detail – add additional lines in if required)				5425.00
	Site Management / supervision				9169.00
	Permanent works construction (add additional lines if required)				0.00
	Concrete steps to be installed for canal outfall maintenance.				19013.00
	Demobilisation				1093.00
	Health and Safety File / As constructed drawings / Operation and Maintenance Manual/ All other requirements to Provide the <i>Works</i> .				850.00
			Sub-Total	£ 55,503.00	
10	Crematorium (Design Refs. 483599-CH-06-00-DR-C- 6950 – P04, 6952 – P03, 6953 - P02, 6955 – P02)				
	Licenses and Permits				2200.00
	Pre-construction Management (including compliance with CDM Regulations and associated documentation)				4320.00
	Mobilisation				37297.00
	Temporary Works (please provide detail – add additional lines in if required)				3012.00
	Site Management / supervision				22005.00
	Permanent works construction (add additional lines if required)				0.00
	~140m long access track through the Northbrook Park to the Crematorium Control Structure, complete with double gates, turning head, hardstanding operational area.				

	Track				
	Excavation and removal of existing footpath				6272.00
	Sub-base				4919.00
	Base Course				9188.00
	Road Base				5240.00
	Surface Course				4549.00
	Edging kerb				3287.00
	Turning Head				19434.00
	Gravel Access Track				10216.00
	Hardstanding				6794.00
	Concrete retaining wall				13261.00
	Clearance of 4 mature trees approx. 10m high and clearance of approx. 80m2 of vegetation to enable construction of access track.				5933.00
	2 x Concrete access steps from bank to control structure (inlet/outfall).				13056.00
	30m bank stabilisation measures along Northbrook channel.				17832.00
	Raise height of footbridge and install new concrete approach slabs.				10610.00
	Landscape and planting				2501.00
	Demobilisation				1093.00
	Health and Safety File / As constructed drawings / Operation and Maintenance Manual/ All other requirements to Provide the Works.				1500.00
			Sub-Total	£ 204,519.00	
11	Waring Bowen Court (Design Ref. 483599-CH-06-00-DR-C-6951 – P03)				
	Licenses and Permits				2200.00
	Pre-construction Management (including compliance with CDM Regulations and associated documentation)				810.00
	Mobilisation				7163.00
	Temporary Works (please provide detail – add additional lines in if required)				10443.00
	Site Management / supervision				4126.00
	Permanent works construction (add additional lines if required)				0.00
	Install access steps to Flow control structure outfall.				9149.00
	Flow control structure pump connection and access hatch improvements.				1533.00

	Install WaPro Wastop (or equivalent) in SW corner of Waring Bowen Court Car park.				2853.00
	Demobilisation				1093.00
	Health and Safety File / As constructed drawings / Operation and Maintenance Manual/ All other requirements to Provide the <i>Works</i> .				1000.00
			Sub-Total	£ 40,370.00	
The total of the Prices					£ 642,698.00

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

For the scope please refer to 'Exeter FDS - Minor Works 2023_24 Scope v5.5'

1. Description of the *works*

For a full description of the works please refer to 'Exeter FDS - Minor Works 2023_24 Scope v5.5' Below is a summary table:

Item no.	Location/s	Summary of works	Design refs.
1.	Zone 1 Cowley Field (SX 90821 94902)	<p>Install 1 x 6ft and 1 x 12ft metal gates along existing fence lines.</p> <p>Install new culvert from sheet pile outfall to the bank of the Exe, complete with new precast concrete headwall with access incorporated into the headwall.</p> <p>Gravel/ Concrete pedestrian access path (with some localised rip rap protection) to be installed in front of sheet piles at Cowley field to enable access to the NR wall.</p> <p>Concrete steps with a handrail to gain access to the NR wall from new access path.</p> <p>Clearance of 2 trees and vegetation covering 417m².</p>	<p>483599-CH-01-00-DR-C-1950 – P04</p> <p>483599-CH-01-00-DR-C-1951 – P02</p> <p>483599-CH-01-00-DR-C-1952 – P02</p>
2.	Zone 1 Sidings Field (SX 90947 94401)	Construct a gravel access path to provide safe access from Sidings field to the NR flood wall.	483599-CH-01-00-DR-C-1951 – P02
3.	Zone 2 Station Road (SX 90957 93585)	<p>70m² of existing antiskid to be removed and existing road surface to be re-surfaced.</p> <p>Correct road markings to be reinstated.</p>	483599-CH-02-00-DR-C-2950 – P03
4.	Zone 1 Taddiforde Brook (SX 91033 93443)	<p>Surfacing either side of Taddiforde Brook outfall chamber to be levelled with type 1 sub-base graded material.</p> <p>Remove internal access ladder.</p> <p>Replace access hatch cover with flush mounted twin lockable manhole cover.</p>	483599-CH-01-00-DR-C-1955 – P03
5.	Zone 3 Eagle Cottages (SX 91425 92455)	<p>Guttering and drain improvements.</p> <p>Replace flap valves with WaPro Wastop (or equivalent).</p> <p>110v external waterproof power supply to be installed on wall adjacent to No. 12.</p>	483599-CH-03-00-DR-C-3965 – P03
6.	Zone 3 Flowerpot lane (SX 91339 92334)	Install new access path (~20m long) adjacent to flood wall.	<p>483599-CH-03-00-DR-C-3950 – P03</p> <p>483599-CH-00-00-DR-C-0830 – P03</p>
7.	Zone 4 The Quay (SX 91970 92118)	<p>Relocation of 3 x stone bollards adjacent to Commercial Road.</p> <p>Replacement of the Existing Quay demountable defence post with a Contractor designed removable demountable post.</p>	483599-CH-04-00-DR-C-4957 – P02

		Installation of stainless-steel floodgate handle.	
8.	Zone 4 Samuel Jones Public House at The Quay (SX 91951 92111)	Excavate pavement/highway to determine exact location of all services. Full 3D survey of trial hole/s to be undertaken and provided to the <i>Client</i> as a 3D CAD model.	483599-CH-04-00-DR-C-4957 – P02
9.	Zone 5 Double Locks (SX 93219 90177)	Concrete steps to be installed for canal outfall maintenance.	483599-CH-05-00-DR-C-5950 – P02
10.	Zone 6 Crematorium (SX 93830 90395)	~140m long access track through the Northbrook Park to the Crematorium Control Structure, complete with double gates, turning head, hardstanding operational area and reinforced concrete retaining wall. Clearance of 4 mature trees approx. 10m high and clearance of approx. 80m ² of vegetation to enable construction of access track. 2 x Concrete access steps from bank to control structure (inlet/outfall). 30m bank stabilisation measures along Northbrook channel. Raise height of footbridge and install new concrete approach slabs.	483599-CH-06-00-DR-C-6950 – P04 483599-CH-06-00-DR-C-6952 – P03 483599-CH-06-00-DR-C-6953 – P02 483599-CH-06-00-DR-C-6955 – P02
11.	Zone 6 Waring Bowen Court (SX 93946 90161)	Install access steps to Flow control structure outfall. Flow control structure pump connection and access hatch improvements. Install WaPro Wastop (or equivalent) in SW corner of Waring Bowen Court Car park.	483599-CH-06-00-DR-C-6951 – P03

2. Drawings

Drawing Number	Revision	Title
483599-CH-00-00-DR-C-0204	P04	MINOR WORKS 2023/24 LOCATION PLAN
483599-CH-00-00-DR-C-0830	P03	MINOR WORKS 2023/24 STANDARD DETAILS SHEET 1 SURFACING
483599-CH-01-00-DR-C-1950	P04	MINOR WORKS 2023/24 ZONE 1 COWLEY FIELD CULVERT AND ACCESS DETAILS
483599-CH-01-00-DR-C-1951	P02	MINOR WORKS 2023/24 ZONE 1 COWLEY FIELD CULVERT AND SIDINGS FIELD ACCESS DETAILS
483599-CH-01-00-DR-C-1952	P02	MINOR WORKS 2023/24 ZONE 1 COWLEY FIELD CULVERT HEADWALL DETAILS
483599-CH-01-00-DR-C-1955	P03	MINOR WORKS 2023/24 ZONE 1 TADDIFORDE BROOK

483599-CH-02-00-DR-C-2950	P03	MINOR WORKS 2023/24 ZONE 2 STATION ROAD MARKING DETAILS
483599-CH-03-00-DR-C-3950	P03	MINOR WORKS 2023/24 ZONE 3 FLOWERPOT FLOOD WALL FOOTPATH DESIGN DETAILS
483599-CH-03-00-DR-C-3965	P03	MINOR WORKS 2023/24 ZONE 3 EAGLE COTTAGES WORKS
483599-CH-04-00-DR-C-4957	P02	MINOR WORKS 2023/24 ZONE 4 SAMUEL JONES AND THE QUAY WORKS
483599-CH-05-00-DR-C-5950	P02	MINOR WORKS 2023/24 ZONE 5 CANAL OUTFALL
483599-CH-06-00-DR-C-6950	P04	MINOR WORKS 2023/24 ZONE 6 CREMATORIUM AND FOOTBRIDGE WORKS
483599-CH-06-00-DR-C-6951	P03	MINOR WORKS 2023/24 ZONE 6 WARING BOWEN COURT
483599-CH-06-00-DR-C-6952	P03	MINOR WORKS 2023/24 ZONE 6 CREMATORIUM AND FOOTBRIDGE WORKS TYPICAL DETAILS SHEET 1
483599-CH-06-00-DR-C-6953	P02	MINOR WORKS 2023/24 ZONE 6 CREMATORIUM AND FOOTBRIDGE WORKS TYPICAL DETAILS SHEET 2
483599-CH-06-00-DR-C-6955	P02	MINOR WORKS 2023/24 ZONE 6 CREMATORIUM AND FOOTBRIDGE WORKS FOOTBRIDGE MODIFICATION

3. Specifications

Title	Date or Revision	Tick if publicly available
Minimum Technical Requirements (Ref. LIT 13258, v12)	12/2021	Framework Document
Environment Agency Blockage Management Guide (Gov.uk)	02/2021	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	05/2022	yes
Constructing a Better Environment. Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) (Ref. LIT 16559, v5.)	01/2023	Framework Document
The above are in addition to the specifications identified at Framework level and within the Scope.		

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

Please refer to 'Exeter FDS - Minor Works 2023_24 Scope v5.5' for further details on constraints.

5. Requirements for the programme

In addition to the requirements listed below, please refer to 'Exeter FDS - Minor Works 2023_24 Scope v5.5' for further details on requirements for the programme.

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which he submits 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:

(a) Period required for mobilisation/ planning & post contract award

- (b) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain any consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date
- The programme is to be updated monthly and provided to the *Client*.

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

Please refer to 'Exeter FDS - Minor Works 2023_24 Scope v5.5' for further details on services and other things provided by the *Client*.

Item	Date by which it will be provided
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Site Information

SI 1 Existing Services

SI 2 Geotechnical Information

SI 3 Topographic Information

SI 4 Environmental Report

SI 5 Hydrometric Information

SI 6 Unexploded Ordnance Risk Assessment

SI 7 Historic As Built Drawings and Photographs

SI 8 Land Ownership and Occupation

SI 9 CDM Pre-Construction information

SI 10 Consents

SI 11 Removable demountable defence post

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:	