



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
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And	CPC Civils Ltd
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For	Pulteney Radial Gate Floor Covers and Other Improvements
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	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
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Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Rivers House, East Quay, Bridgwater, TA6 4YS	
Address for electronic communications		
The <i>works</i> are	Design, fabrication and fitting of floor covers and other health and safety improvements	
The <i>site</i> is	Pulteney Radial Gate, Bath, BA2 6PW. NGR ST 75280 64899.	
The <i>starting date</i> is	12/03/2025	
The <i>completion date</i> is	31/03/2026	
The <i>delay damages</i> are	Nil	Per day
The <i>period for reply</i> 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	0.5	% per complete week of delay.
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 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 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.
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	CPC Civils Ltd	
Address for communications		
11 Hockley Court, 2401 Stratford Road, Hockley Heath, Solihull, B94 6NW		
Address for electronic communications		
The fee percentage is	14.5	%
The people rates are		
As per Price Schedule_Lot 1_SOUTH WEST		
category of person	unit	rate
As per Price Schedule_Lot 1_SOUTH WEST		
The published list of Equipment is		As per Price Schedule_Lot 1_SOUTH WEST
The percentage for adjustment for Equipment is		As per Price Schedule_Lot 1_SOUTH WEST

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 £109,697.99

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name

Position

COMPANY SECRETARY

Signature

Date

10.03.25

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

Signed on behalf of the Client

Name

Position

Project Executive

Signature

Date	26/03/2025

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	Pre construction works	SUM	1		
2	Mobilisation and site set up	SUM	1		
3	Assessment of existing metal supports, covers, fencing and stairs	SUM	1		
4	Replacement of metal covers, design, fabrication & installation + Painting black of covers	SUM	1		
5	Kee klamp handrail and all fencing items + Painting black of handrail	SUM	1		
6	Step install to access concrete pad on RH bank	SUM	1		
7	Demobilisation	SUM	1		
The total of the Prices					£109,697.99

Clarifications

1. CPC Civils have assumed that the existing galvanized supporting framework is suitable, no allowance has been made to repair, remove or replace.
2. CPC Civils have allowed for the existing covers to remain on site. If they require disposal or relocation to an EA depot, we can price this as a CE.

The method and rules used to compile the Price List are
<p>Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook.</p> <p>"This contract is priced and awarded in Year 2, based on the Year 1 Framework Pricing Workbook. After the Year 2 Framework Pricing Workbook is issued, a single compensation event is permitted to change the total of the Prices according to the Year 2 Framework Pricing Workbook."</p>

<h1>Scope</h1>
<p>The Scope should be a complete and precise statement of the <i>Client's</i> requirements. If it is incomplete or imprecise there is a risk that the <i>Contractor</i> will interpret it differently from the <i>Client's</i> intention.</p>
<h2>1. Description of the works</h2>
<p>Give a detailed description of what the <i>Contractor</i> is required to do and of any work the <i>Contractor</i> is to design.</p>
<p>Background</p> <p>Pulteney radial gate is located on the River Avon in Bath. It was constructed in the 1970's as part of the Bath Flood Protection Scheme. Its purpose is to allow flows to pass through Bath when levels are high but retain a water level upstream during normal levels. The vast majority of the time the adjacent Pulteney weir can handle the flows and Pulteney radial gate stays in the closed position. When the radial gate needs to raise, it's mechanism is automatically operated by a float system. These floats are located in concrete chambers either side of the sluice channel. An upstream inlet culvert, a syphon culvert under the sluice channel, and downstream outlet provide the chambers with water depending on the upstream level. The floats are lifted and lowered by the changes in water levels within the chambers. To ensure</p>

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that the top of the chambers are not open and causing a health and safety risk to operators and trespassers the top of the chambers are covered by metal frames that have a number of metal covers on top to enable access to the chambers for operation and maintenance when necessary. Operators walk on top of these covers to access the equipment used for the gates operation.

The metal covers have become corroded over time and are in need of replacement. A number of the covers have been replaced previously, however, these are to be replaced alongside the original covers so they are all of the same specification. The covers need to be suitable for pedestrian loading and have a latch to hold them in place to prevent unauthorised lifting/removal and ensure they will not be lifted off the frame during very high river levels. The covers need to be of a lighter design than the originals to reduce manual handling stress.

The supporting frameworks that the covers sit in is to be assessed to ensure it's integrity. This includes the metal work and its seating/attachment to the edge of the concrete chamber. A report is to be produced by a suitably qualified engineer to give a current condition, works required, life expectancy, and any recommendations for their maintenance to ensure longevity.

There is no fencing surrounding the chamber on the island side and this creates a fall from height risk for anyone on top of the chamber as there is no protection from falling into the sluice channel on one side or a smaller drop onto the ground the other. Fencing needs to be designed and installed to rectify this.

In a previous Public Safety Risk Assessment three gaps that need infill fencing were highlighted. Underneath the access steps on the island side and next to the pivot bearing both sides of the structure. Infill fencing needs to be designed and installed to rectify this.

The works

Metal cover plates

The *Contractor* shall carry out a structural assessment of the supporting structure beneath the metal covers to determine its suitability for the installation of new lightweight cover plates.

Subject to a satisfactory assessment outcome, the *Contractor* shall design and install all metal access covers for the right bank chamber and left bank chamber with a lighter weight design to reduce manual handling and incorporate a lockable facility. The *Contractor* shall submit design for acceptance, prior to procuring the cover plates or commencing works.

If the assessment identifies structural degradation that prevents the safe installation of the new cover plates, the *Client* reserves the right to discontinue the cover plate replacement without liability for cancellation.

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Fig 1. Metal cover plates to be replaced, left bank of sluice channel shown.

Access steps and fencing

The *Contractor* shall design and install suitable steps up the concrete slab on the island side to enable access to the floor covers (Fig. 2). The *Contractor* shall design and install kee klamp fencing around the floor plates on the island side to prevent falls from height (Fig 2 & 3). The *Contractor* shall submit design for acceptance, prior to procuring the cover plates or commencing works.



Fig 2. Indicative location and set up of steps and fencing.



Fig 3. Indicative location and set up of fencing.

The Contractor shall design, supply and install small fencing infills next to pivot bearings (Fig. 4 & 5). The Contractor shall submit design for acceptance, prior to procuring the cover plates or commencing works.



Fig 4. Indicative set up of small infill fence island side.



Fig 5. Indicative set up of small infill fence left bank.

The *Contractor* shall design, supply and install a section of infill fencing below the steps on the right bank (Fig. 6) to be in keeping with the fencing that currently surrounds the steps on three sides. The *Contractor* shall submit design for acceptance, prior to procuring the cover plates or commencing works.



Fig. 6 Indicative location of infill fencing under steps.

The *Contractor* shall fix the small broken section of handrail on the steps down to the island (Fig. 7).



Fig 7. Broken hand rail to be repaired.

Other considerations

The *Contractor* is to undertake ALL design and ALL construction tasks (including temporary works designs) for the work at Pulteney gate.

The *Contractor* shall undertake all co-ordination, design and construction in relation to the *works*. The *Contractor* is required to liaise with the *Client's* CDM Principal Designer and abide by the SHEW CoP.

The *Contractor* shall ensure any fixings do not have a negative impact on the structural integrity of the concrete/metal work it is attached to.

The *Contractor* shall update the Health & Safety File for the *works* including as-built drawings. The short form health and safety file document template can be used to provide this. Loading capacity should be included in the information.

The *Contractor* shall Include the sub contractor costs in their application for payment to ensure correct framework uplifts are applied.

Internal consultation by the *Client* has confirmed that no FRAP is needed for the proposed works.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
SHEW Code of Practice	Sept 2023	No
Deed of Agreement Concerning the 2024 Asset Operation, Maintenance and Response Framework	04/03/2024	No

<h4>4. Constraints on how the <i>Contractor</i> Provides the Works</h4>		
<p>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 <i>Client</i>.</p>		
<p>The radial gate will be isolated when work is being carried out but we will need to be able to reenergise the gate at any point if river levels rise.</p>		
<p>At the end of each day the site will be left in a safe condition so that if the field team are called out they can operate the gate safely.</p>		
<p>The contractor should be aware that the structure is in the flood plain and is liable to flood in a large flood. The contractor should sign up for flood warnings.</p>		
<p>There may be occasions in an emergency when our field team or MEICA contractors need access to the site. The contractor should be aware they may need to enable access at short notice to allow for emergency works/operation of the gate.</p>		
<p>Working times</p>		
<p>The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)</p>		
<h4>5. Requirements for the programme</h4>		
<p>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.</p>		
<p>State what the use of the <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).</p>		
<p>The <i>Contractor</i> submits his programme with the <i>Contractor's Offer</i> for acceptance. The <i>Contractor</i> shows on each programme which they 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:</p>		
<p>(a) Period required for mobilisation/ planning & post contract award</p>		
<p>(b) starting date</p>		
<p>(c) Each of the activities listed within the Price List</p>		
<p>(d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; <i>Contractor's</i> risks.</p>		
<p>(e) Completion date</p>		

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.

Item	Date by which it will be provided
The <i>Client</i> will liaise with BANES council for access to parking area and make them aware of the dates for the work when these are known	12/03/2025
The <i>Client</i> will provide a PCI document to the contractor before the start of the works	31/3/2025

Site Information

FR14/S081 - 001 - Pulteney Floor Plates & Improvements – Road Access
FR14/S081 - 002 - Pulteney Floor Plates & Improvements – Pedestrian Access to Work Site
016059/NOM/001/XX/DR/E/1862 - R1 – Pulteney –Service Drawing

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:	