

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – SW Hub

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AHq

And

Bridge Civil Engineering Ltd
Silverton House,
Chudleigh,
Devon,
TQ13 0DF

For

Wessex Pumping Station Building Repairs

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	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH	
Address for electronic communications		
The <i>works</i> are	described in the Scope of the Site Specific Pack for the respective site. General project scope requirements are identified in this Overarching Contract Scope.	
The <i>site</i> is	For details of each location see individual location plans and the Contract Data Section of the Site Specific Pack	
The <i>starting date</i> is	23rd June 2022	
The <i>completion date</i> is	31 March 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 <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 *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the <i>works</i>	Minimum £1,000,000 in respect of every claim without limit to the number of claims	6years following Completion of the whole of the <i>works</i> or earlier termination
The <i>Adjudicator</i> nominating body is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions		
Only enter details here if additional conditions are required.		
Z1.0	Sub-contracting	
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.	
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.	

Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The works are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z7.2	Amend the text of Clause 60.1 with the addition of 60.1 (9) : The Contractor is prevented by flooding from carrying out all the work on the site for periods of time, each at least one full working day, which are in total more than one seventh of the total number of days between the starting date and the Completion Date. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are taken into account. The flooding trigger level is defined for each site as follows: <ul style="list-style-type: none"> • Northmoor Pumping Station = 7.5mAOD • Currymoor Pumping Station = 7.0mAOD • Sloway Lane Pumping Station = Not applicable - The Huntspill is a controlled watercourse, and if the Huntspill is flooding out of bank to extent that will affect the works, the M5 will be flooded i.e. it will never/is highly unlikely ever to happen
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with:

	If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.																		
Z10.0	Data Protection																		
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract																		
Z11.0	Liabilities and Insurance																		
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.																		
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																		
Z30	<p>Material Price Volatility</p> <p>Pricing uncertainty in relation to Materials is a <i>Client</i> risk for the period 1 July 2021 to 30 June 2022. The <i>base date</i> is 1 July 2021, unless the contract is awarded after that date in which case the <i>base date</i> is the <i>starting date</i>.</p>																		
Z30.1	<p>Defined terms</p> <p>a) The Base Date Index (B) is the latest available consumer price index before the <i>base date</i>. b) The Latest Index (L) is the latest available <i>Client</i> issued consumer price index before the date of assessment of an amount due. c) The Price Adjustment Factor (PAF) at each date of assessment of an amount due is the total of the products of each proportion stated below multiplied by (L-B)/B for the index linked to it.</p> <table><tr><td>Component</td><td>Proportion</td><td>PAF Impact</td></tr><tr><td>People</td><td>25%</td><td>Nil</td></tr><tr><td>Equipment</td><td>15%</td><td>Nil</td></tr><tr><td>Plant</td><td>5%</td><td>Nil</td></tr><tr><td>Materials</td><td>40%</td><td>To be adjusted</td></tr><tr><td>Subcontractors</td><td>15%</td><td>Nil</td></tr></table>	Component	Proportion	PAF Impact	People	25%	Nil	Equipment	15%	Nil	Plant	5%	Nil	Materials	40%	To be adjusted	Subcontractors	15%	Nil
Component	Proportion	PAF Impact																	
People	25%	Nil																	
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Plant	5%	Nil																	
Materials	40%	To be adjusted																	
Subcontractors	15%	Nil																	
Z30.2	<p>Price Adjustment Factor</p> <p>If an index is changed after it has been used in calculating a PAF, the calculation is not changed. The PAF calculated at the last assessment before 30 June 2022 is used for calculating the price adjustment after that date.</p>																		
Z30.4	<p>Price Adjustment</p> <p>Each time the amount due is assessed, an amount for price adjustment 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 by (PAF/(1+PAF)) where PAF is the Price Adjustment Factor for the date of the current assessment.</p>																		
Z30.5	<p>Compensation Events</p> <p>Compensation events to address the price adjustment due to material price volatility should be raised 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 2022 period compensation event.</p> <table><tr><td>Assessment Date</td><td>Defined Cost?</td><td>Forecasted Cost?</td></tr><tr><td>31st May 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Jun 22</td><td>In period costs only</td><td>Forecasted costs for remainder of contract</td></tr></table> <p>The Defined Cost for compensation events is assessed using</p> <ul style="list-style-type: none">- the Defined Cost at <i>base date</i> 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 <i>base date</i> by 1+PAF for the last assessment of the amount due before that date, for other amounts.	Assessment Date	Defined Cost?	Forecasted Cost?	31 st May 22	In period costs only	No	30 th Jun 22	In period costs only	Forecasted costs for remainder of contract									
Assessment Date	Defined Cost?	Forecasted Cost?																	
31 st May 22	In period costs only	No																	
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Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Bridge Civil Engineering Ltd	
Address for communications	Silverton House, Chudleigh, Devon, TQ13 0DF	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	As Framework	%
The <i>people rates</i> are		
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

Contract Data

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

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is £ 120,902.00

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 23/06/2022

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. Site A – Northmoor Pumping Station					
<i>The full Scope is described in Site A – Northmoor Pumping Station Site Specific Packs</i>					
1.1	Design and CDM documentation for Client acceptance/ approval (including PCI update, CPP, RAMS, Temp Works)	SUM	1	<<enter>>	2,650.00
1.2	Mobilisation/Demobilisation and site set up, including ecological check and temporary works e.g. scaffolding, storage areas and safety signage	SUM	1	<<enter>>	14,200.00
1.3	Undertake pumping station structural repairs	SUM	1	<<enter>>	6,821.00
1.4	Undertake pumping station pavement and channel drain works	SUM	1	<<enter>>	12,487.00
1.5	Undertake flood bank seepage repair	SUM	1	<<enter>>	4,805.00
1.6	Contractor input into Health and Safety File including as constructed record	SUM	1	<<enter>>	500.00
				Subtotal	41,463.00
	<i>Do not insert any additional lines unless agreed with the Client before price submission</i>				
2. Site B – Sloway Lane Pumping Station					
<i>The full Scope is described in Site A – Sloway Lane Pumping Station Site Specific Packs</i>					
2.1	Design and CDM documentation for Client acceptance/ approval (including PCI update, CPP, RAMS, Temp Works)	SUM	1	<<enter>>	4,850.00
2.2	Mobilisation/Demobilisation and site set up, including ecological check and temporary works e.g. scaffolding, storage areas and safety signage	SUM	1	<<enter>>	15,500.00
2.3	Undertake pumping station roof repairs	SUM	1	<<enter>>	5,520.00
2.4	Undertake pumping station external wall repairs	SUM	1	<<enter>>	11,706.00
2.5	Undertake pumping station door and interior repairs	SUM	1	<<enter>>	9,383.00
2.6	Contractor input into Health and Safety File including as constructed record	SUM	1	<<enter>>	500.00
				Subtotal	47,459.00
	<i>Do not insert any additional lines unless agreed with the Client before price submission</i>				
3. Site C – Currymoor Pumping Station					
<i>The full Scope is described in Site A – Currymoor Pumping Station Site Specific Packs</i>					

3.1	Design and CDM documentation for <i>Client</i> acceptance/ approval (including PCI update, CPP, RAMS, Temp Works)	SUM	1	<<enter>>	2,650.00
3.2	Mobilisation/Demobilisation and site set up, including ecological check and temporary works e.g. scaffolding, storage areas and safety signage	SUM	1	<<enter>>	14,200.00
3.3	Undertake pump station workshop building structural repairs	SUM	1	<<enter>>	14,630.00
3.3a	Concrete Repairs (Provisional Sum)	Sum	1		Declined
3.4	Undertake pump station workshop building foundation strengthening	SUM	1	<<enter>>	Declined
3.5	Contractor input into Health and Safety File including as constructed record	SUM	1	<<enter>>	500.00
				Subtotal	37,480.00
	<i>Do not insert any additional lines unless agreed with the Client before price submission</i>				
The total of the Prices					£ 120,902.00

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

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 *Contractor* shall undertake proportionate design and construction tasks in relation to pumping station building improvements at the following sites:

- Northmoor Pumping Station
- Sloway Lane Pumping Station
- Currymoor Pumping Station

A summary of the required works at each location is provided below (Table 1). The full Scope is described in the relevant **Site Specific Packs**.

Site	Summary of proposed works
------	---------------------------

Northmoor Pumping Station – Main Building	<p>Implement a programme of repair and strengthening of the superstructure to reinstate the damage. This is to involve a programme of crack stitching with bed joint reinforcement, local repair, rebonding of brickwork and extensive filling and repointing.</p> <p>Works shall also include:</p> <ul style="list-style-type: none"> • construction of a drainage channel alongside the pumphouse wall, with a discharge adjacent to the weedscreen at the rear of the building, whilst clearing out and infilling the gaps between the concrete pavement and the buildings with polysulphide sealant; and • Addressing the seepage issue through the Parrett flood wall by clearing out and infilling the gap with grout/stanking, coupled with local removal of soil around the base of the pile cap and road sign to stank and improve the seal there, and digging out and stanking the void and apparent drainage path at road level. A crack in the adjacent low “block on flat” wall will also be repaired by introducing 2 layers of bed joint reinforcement and repointing.
Sloway Lane Pumping Station -	Undertake internal and external building fabric repairs damaged as a result of the effects of damp penetration and ingress. Repairs include new membrane roof, new door, rendering internal and externally, service duct sealing and floor raising.
Currymoor Pump Station Workshop Building	Implement a programme of repairing and strengthening of the building superstructure to reinstate the structural integrity of the building. This shall include crack stitching with bed joint reinforcement, local repair, rebonding and reconstruction of brickwork and extensive filling and repointing.

NOTE - Scope details that apply to all three sites are provided below.

The *Contractor* shall:

- Input relevant design information into the provided Pre-Construction Information (PCI) document.
- Prepare Construction Phase Plans (CPP), Traffic Management Plans, Risk Assessments and Method Statements (RAMS).
- Apply for, obtain and manage any permit/consent/exemption required to undertake the required repair work.
- Undertake a pre—construction ecological check prior to any works commencing to rule out the presence of any protected species.

The findings of the ecological check is to be communicated to the *Client* so that any identified ecological constraints are appropriately actioned.

Design submission procedures and acceptance criteria

Under this contract the *Contractor* is required to liaise with the *Clients* project team and Principal Designer to develop and gain *Client* approval on:

- Design and PCI inputs.
- Any design drawings and supporting Buildability Statements, hazard information, environmental plans and a Designers Risk Assessments.
- Construction Phase Plans (CPP), Risk Assessments and Method Statements (RAMS).
- Information to be included within the CDM Health and Safety Files.

As per the *Clients* SHEW CoP, the designer(s) will use the *Clients* Red Amber Green List (RAG) when considering options in during design and construction phases. The designer(s) will ensure that all foreseeable

risks are identified and those which cannot be eliminated are mitigated by design options to reduce the risks. Suitable controls must be identified by the designer for any residual risks. These residual risks or mitigation requiring specific controls, or which may be unusual or not immediately apparent to the *Contractor* shall be clearly identified. As a minimum, this will involve effective use of SHE boxes on design drawings.

NOTE

- If temporary works are required, the temporary works design, RAMS and calculations should also be provided to the Principal Designer for acceptance.
- For programming purposes the Contractor should allow a minimum 10 days for any *Client* / Principal Designer review e.g. 10 days to review PCI and Design, then further 10 days to review CPP and RAMS.
- Any design provided to the *Client* shall be in both .pdf and AutoCAD .dwg format.

2. Drawings

List the drawings that apply to the contract.

See respective Site Specific Packs for details

Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice	May 2018	Yes
Civil Engineering Specification for the Water Industry (CESWI)	7th Edn	No
BS EN 1504 - Products and systems for the repair of concrete structures.		No
LIT 13258 - Minimum Technical Requirements	v12_30Dec2021	No

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

The *Contractor* shall not commence any work on any of the sites until the *Client*, or their representative, has accepted the site specific method statements and risk assessments related to this contract

The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and update the environmental action plan (if required) prior to starting any construction work on any of the sites

No work can be undertaken until all permissions and consents have been obtained, including, but not limited to a FRAP, Temporary traffic light set ups etc

Packaged works to be completed before the end of March 2023

See Z Clause 13.1 for details of the flooding trigger level for each *site* when a major flood event occurs.

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

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 consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

NOTE - The *Contractors* programme is to be reviewed and updated where required upon contract award, then further updated monthly and provided to the *Client*.

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
See Site Specific Packs	With Contract
Access to the site for construction	Prior to site mobilisation

Site Information

See Site Specific Pack for details

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:	