



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)
V1.1 (signed by KW and DS)	18/07/2024
V1.2 (remove constraint as per email to DS from ML)	18/07/2024

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Bridge Civil Engineering Ltd
For	Allermoor Spillway Repairs 2024
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Environment Agency, East Quay, Bridgwater, Somerset TA6 4YS	
Address for electronic communications		
The <i>works</i> are	Allermoor Spillway Repairs 2024	
The <i>site</i> is	Allermoor Spillway	
The <i>starting date</i> is	30/06/2024	
The <i>completion date</i> is	31/08/2024	
The <i>delay damages</i> are	NIL	Per day
The <i>period</i> for reply is	1	weeks
The <i>defects date</i> is	20	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
--------------------------------------	--	-------------------------------

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	The Contract Price
--	--------------------

The <i>Client</i> provides this insurance	None
---	------

Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an 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	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 <i>works</i> 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

	<ul style="list-style-type: none"> • 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>

Contract Data

The Contractor's Contract Data

	The <i>Contractor</i> is	
Name	Bridge Civil Engineering Limited	
Address for communications	Silverton House, Chudleigh, Devon TQ13 0DF	
Address for electronic communications	dsmith@bridgecivileng.co.uk	
The <i>fee</i> percentage is	As Framework agreement	%
The <i>people rates</i> are	As Framework agreement	
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 £ 80,060.00

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position Framework Manager

Signature

Date 18/07/2024

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

Signed on behalf of the *Client*

Name

Position Local Delivery Lead

Signature

Date 18 July 2024

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	Preparation of CPP, RAMS and site management and supervision	1			12500.00
2	Mobilisation and site set-up and placement ground protection.	1			22079.00
3	Hauling material Oath to Monks Leaze	days	3	702.00	2106.00
4	Materials topsoil/geotextile/Erosamat/pins/				0.00
	Topsoil (delivered to site)	tonnes	200		9716.00
	Subsoil/fill (free issue material, loading on site)	tones	300		1198.00
	Geotextile	roll	1	216.00	216.00
	J Pegs	pack	65		1374.00
	Erosamat	roll	10		3033.00
5	Placement / compaction (40 locations)				
	Repairs 1-10				4712.00
	Repair 11-20				4712.00
	Repair 21-30				3770.00
	Repair 31-40				3770.00
	Topsoil prep and Seeding				3878.00
6	Watering (July to September – twice a week)	days	10	847.40	8474.00
7	Client meeting (once a fortnight)	hours	10		1300.00
8	Close out meeting	hours	4		780.00
	Demob				2442.00
The total of the Prices					£80,060.00

The method and rules used to compile the Price List are
Civil Engineering Standard Method of Measurement 4 th edition (CESMM4) as per the Framework Price Workbook.

Scope
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.
1. Description of the works
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>The contractor shall repair the areas of damage to the spillway as described on 'Allermoor Spillway – Summary of Defects (Photos).pdf' dated 27th March 2024. The contractor shall assume the stockpile of subsoil/clay located at Oath compound (Oath compound: ST 38163 27831). The contractor shall assume that the Environment Agency can load haulage vehicles for 10 consecutive mutually agreeable days in July with a tracked excavator. The contractor shall source and import topsoil for all damaged areas as required. A minimum 80mm depth of topsoil shall be assumed to be provided and delivered by the contractor.</p> <p>The material should be placed in the area to be repaired in layers not exceeding 400mm in depth and compacted using the back of the excavator bucket. The material must not be compacted using a vibrating roller or similar plant. The locations for repair are in a general spread all over the spillway with the worst areas adjacent to the rear of the pin piles along the left bank of the Sowey. Each repair is assumed to be 3m-sq and 400mm deep, and there are assumed to be 40 separate repairs required. The client is aware of two very large scour holes immediately adjacent to the pin piles that will require remedial work alongside the numerous smaller repairs. It shall be assumed that 300t of material will be required from Oath compound to complete the repair.</p> <p>The contractor shall complete the following tasks at each repair location.</p> <ul style="list-style-type: none"> • Cut the geotextile (Erosamat type 3) to allow enough room to thread new geotextile underneath on the river Parrett side. And overlapping the Sowey side of the repair.

- Before the geotextile is placed in the repair, the soil beneath should be levelled, and any large boulders relocated to two large scour holes.
- Place the geotextile in the repair area ensuring there is a minimum of 1 metre overlap all around the repair.
- Using 8mm diameter U-shaped ribbed mild steel pins with 400 mm legs secure the geotextile. Ensure the pins are fully driven into the ground to the repair. The repair should have sufficient number of pins around the edges to keep the geotextile taught. In addition to the edges, the geotextile should be secured internally in a grid pattern with pins at approximate 500mm centres.
- Cover the geotextile (Erosamat type 3) with 80-100mm of topsoil

Use a fine mesh type 1 gridtex (terram) and attach this to the pin piles on the Sowy, trench the fine mesh curtain as per the sketch provided to form a wraparound fill material.

- Re-seed spillway area with Emorsgate EG10 Tussock Grass Mixture (or similar)

Westerwolds Rye Grass as nurse Supplier and reference: Emorsgate Seeds Tel: 01553829028

Rate of application: EG10 @ 8g/m² + Westerwolds Rye Grass @ 4g/m²

Overseeding to any areas not established within 8 weeks from seeding: Obtain instruction from CA
Overseeding rate of application: EG10 @ 8g/m² + Westerwolds Rye Grass @ 4g/m²

315A IMPORTED TOPSOIL TO BS 3882 • Quantity: Provide as necessary to complete the work. • Standard: To BS 3882. • Grade: General purpose. • Source: Contractor's choice, preferably not manufactured. Contractor is to provide notice of the proposed source • Soil reaction: 6.0 to 7.5pH • Stone content: Free to slightly stony. • Maximum size of stones in any dimension: 50mm • Free of weed seeds, roots of perennial weeds, sticks, subsoil and foreign.

The contractor shall complete watering ALL seed and new grass till September, the contractor shall assume water can be pumped from either the River Parrett or the River Sowy. The contractor shall assume that watering is completed on average twice a week, the contractor adjust the frequency dependent on the weather, watering shall be completed in line with selected seed supplier recommendations.

The contractor shall provide an 'out of office hours' point of contact to enable a FIDO officer to warn and give instruction should the compound area or Allermoor Spillway be at risk of becoming operational. (this would be a compensation event).

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
C1	1.0	Allermoor Spillway – Summary of Defects (Photos).pdf
109402_00021	C	Permanent Repairs to Allermoor Spillway (Sowy River Bank Repairs)
none	001A	FR/14/S108 North Street Moor Rhyne Weedcutting & Grasscutting Maintenance Schedule

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Topsoil specification BS 3882	2015	yes

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*.

Weight limit over Monks Leaze shall assumed to be 18 tonnes.

~~Access via Coombe Lane is not suitable for hauling soil.~~

The contractor must leave plant in the compound area and never on the spillway

The site will be added to a FIDO high risk site risk register, the contractor must comply with directions should the site become operational as a result of flood risk management activities.

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 his programme with the *Contractor's* Offer for acceptance. The *Contractor* 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:

- (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

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
1) Loading the haulage trailers 10 consecutive days in July (assumed 300t) (Adam Smith)	1 st July to 31 st July 2024
2) Permissions in place (estates/ecology/FRAP)	Already in place
3) Flailed routes between Langport and Monks Leaze	On request from contractor
4) Allermoor Spillway grass cut at fortnightly interval by Environment Agency.	Already in place

Site Information

PCI – Allermoor Spillway Repairs 2024

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:	