# 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) |
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# NEC4 Engineering and Construction Short Contract

| | |
|---|---|
| **A contract between** | **The Environment Agency**<br>**Horizon House**<br>**Deanery Road**<br>**Bristol**<br>**BS1 5AH** |
| | |
| **And** | **Bridge Civil Engineering Ltd**<br>**Silverton House,**<br>**Chudleigh,**<br>**Devon,**<br>**TQ13 0DF** |
| | |
| **For** | **East Stoke Flume Weir Specialist Asset Survey** |
| | **Contract Forms**<br>- **Contract Data**<br>- **The *Contractor's* Offer and *Client's* Acceptance**<br>- **Price List**<br>- **Scope**<br>- **Site Information** |
| | |

# Contract Data

## The *Client's* Contract Data

| | | |
|---|---|---|
| | The *Client* is | |
| Name | Environment Agency | |
| | | |
| Address for communications | The Environment Agency, Horizon House, Deanery Road, Bristol BS1 5AH | |
| | | |
| Address for electronic communications | [redacted] | |
| | | |
| The *works* are | Set up temporary works to dewater sections of East Stoke Flume and carry out intrusive structure assessment surveys. | |
| | | |
| The *site* is | East Stoke Flume (Grid Ref SY8672786839)<br>Address - East Stoke, Dorset, England, BH20 6AN | |
| | | |
| The *starting date* is | 25/10/2024 | |
| | | |
| The *completion date* is | 31/03/2025 | |
| | | |
| The *delay damages* are | *70* | Per day |
| | | |
| The *period* for reply is | 2 | weeks |
| | | |
| The *defects date* is | 52 | weeks after Completion |
| | | |
| The *defects correction period* is | 4 | weeks |
| | | |
| The *assessment day* is | the last working day | of each month |

| | | |
|---|---|---|
| The *retention* is | nil | % |

The United Kingdom Housing Grants, 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 | | % 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 *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to | The Contract Price |
| The *Client* provides this insurance | None |

**Insurance Table**

| **Event** | **Cover** | **Cover provided until** |
|---|---|---|
| Loss of or damage to the *works* | Replacement Cost | The *Client's* certificate of Completion has been issued |
| Loss of or damage to Equipment, Plant and Materials | Replacement Cost | The defects Certificate has been issued |
| The *Contractor's* liability for loss of or damage to property (except the works, Plant and Materials and Equipment) | Minimum £5,000,000 in respect of every claim | |

| | | |
|---|---|---|
| and for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Works | without limit to the number of claims | |
| 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 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 *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 (including 2023 amendments) 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 correct 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 | The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law.<br><br>The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design. |
| Z6.4 | The *Contractor* may submit their design for acceptance in parts if the design of each part can be assessed fully. |
| Z7.0 | Change to Compensation Events |
| Z7.1 | Delete the text of Clause 60.1(11) and replace by:<br>The *works* are affected by any one of the following events<br>• War, civil war, rebellion revolution, insurrection, military or usurped power<br>• Strikes, riots and civil commotion not confined to the employees of the *Contractor* and sub-*Contractors*<br>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel<br>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device<br>• Natural disaster<br>• Fire and explosion<br>• Impact by aircraft or other device or thing dropped from them |
| Z8.0 | Framework Agreement |
| Z8.1 | The *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*. |
| Z9.0 | Termination |
| Z9.1 | Delete the text of Clause 92.3 and replace with:<br>If the *Contractor* 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. |
| Z110 | Inflation<br>At the Contract Date the total of the Prices does not include a sum to cover inflation.<br>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.<br>The number of Price Adjustments shall be equal to:<br>The number of months between the Completion Date included at the *starting date* and the Contract Date.<br>The proportion of Price Adjustment shall be equal to:<br>The total of the Prices at the Contract Date / The number of Price Adjustments |

| | |
|---|---|
| | Each time the amount due is assessed, the Price Adjustment shall be:<br><br>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]<br><br>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<br><br>Provided always that the fixed number of Price Adjustments has NOT been exceeded.<br><br>The Price Adjustment adjusts the total of the Prices.<br><br>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. |

# Contract Data

## The *Contractor's* Contract Data

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

# Contract Data

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

| | |
|---|---|
| The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*. | |
| | |
| The offered total of the Prices is | **£62,195** |
| | **Enter the total of the Prices from the Price List.** |
| Signed on behalf of the *Contractor* | |
| Name | [redacted] |
| | |
| Position | Framework Manager |
| | |
| Signature | [redacted] |
| | |
| Date | 22/10/2024 |
| | |
| The *Client* accepts the *Contractor's* Offer to Provide the Works | |
| | |
| Signed on behalf of the *Client* | |
| Name | [redacted] |
| | |
| Position | Project Executive (Wessex Reconditioning Programme) |
| | |
| Signature | [redacted] |
| | |
| Date | 28/10/2024 |
| | |

# 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 (£) |
|---|---|---|---|---|---|
| | **Pre-commencement planning:** | | | | |
| 1 | CDM documentation for *Client* acceptance/ approval (including CPP, RAMS, Temp Works) and prestart planning | 1 | Sum | | [redacted] |
| 2 | Preconstruction ecological check | 1 | Sum | | [redacted] |
| 3 | Provide a concise photographic pre-construction condition survey report | 1 | Sum | | [redacted] |
| | **Site Works:** | | | | |
| 4 | Mobilisation to site and set up the working area | 1 | Sum | | [redacted] |
| 5 | Pre Construction Management | 1 | Sum | | [redacted] |
| 6 | Site Management / Supervision | 1 | Sum | | [redacted] |
| 7 | Welfare, Security and general Prelims | 1 | Sum | | [redacted] |
| 8 | Implement environmental protection measures | 1 | Sum | | [redacted] |
| 9 | Install and maintain temporary works | 1 | Sum | | [redacted] |
| 10 | Dam Hire | 5 | Day | [redacted] | [redacted] |
| 11 | Undertake the required sampling and testing (including laboratory fees) as identified within the Atkins East Stoke Flume -Testing Specification (ENV6002241R-ATK-SG-2ES-SP-S-000001_C01_East Stoke Flume Concrete Testing Specification). | 1 | Sum | | [redacted] |
| 12 | Demobilise and reinstate the Site e.g. reseed/repair any damage as required | 1 | Sum | | [redacted] |
| | **Post works** | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 13 | Factual Report (draft and final) | 1 | Sum | | [redacted] |
| | | | | | |
| | | | | | |
| | | | **The total of the Prices** | | £62,195.00 |

| |
|---|
| 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*

**Background Information**
The East Stoke 'Flume' weir complex was built in 1968 and sits on the River Frome to the west of Church Lane off the A352 immediately north of East Stoke. The weir is split into three by two central piers with low flow passing through the central channel with overflow weirs either side.

**Photo 1:** East Stoke Weir viewed from the upstream

The issue with this site is the lack of historical condition assessment and lack of as constructed drawings and information. The site is a critical site for water level and flow monitoring and is also used by a 3rd party as a key location to monitor fish movement through the River Frome. Both the *Client* and the 3rd party have extensive monitoring equipment fixed to the structure and positioned within the concrete channel. It is also understood that there is some scour at the upstream concrete apron/bed interface, and impacts on the flume weir resulting from the downstream trees are unknown.

The *Client* wishes to upgrade the existing hydrometry and telemetry equipment, whilst also installing an eel pass. Both will require fixing and potentially cutting into the structure to install.

Finally the 3rd party hut spans the central two weir piers. As Landlord to the 3rd party the *Client* has a legal requirement to ensure the structure is sound to house such a building and the monitoring equipment that it houses.

**Photo 2:** View of fish monitoring hut perched on central piers and telemetry hut

**Photo 3:** Central piers as viewed from flume structure footbridge

The testing on East Stoke Flume is to establish the condition of the structure and its long-term viability. This will include the following tasks:

- Quantify concrete condition and durability parameters for scoping any refurbishment works – presence or absence of reinforcement and condition if applicable, depth of carbonation, concrete strength, quality and constituents.
- Establish condition of steel piles, including section thickness and establish condition of the tie rods/ anchor blocks buried in the southeast embankment.
- Establish condition of upstream and downstream embankments.
- Establish condition of monitoring hut and its supports.

**Pre-Construction/Assessment Phase** - the *Consultant* shall:

- attend a pre-commencement meeting.
- complete all the design tasks and temporary work designs to allow full structural condition survey of all elements of the weir, concrete channel, adjacent hydrometry and telemetry kiosk (including stilling well), 3rd party hut and associated embankments. The red line boundary, 'Figure 3' denotes the extent of the Special Asset Survey. For full plan and details of access and parking areas, see Location Plan in **Appendix A** of the Site Information Pack.
- provide the necessary design risk assessments and material data sheets to update the provided Pre-Construction Information (PCI) document (see Supporting Scope documents).
- provide progress updates on a weekly basis to the *Client*.

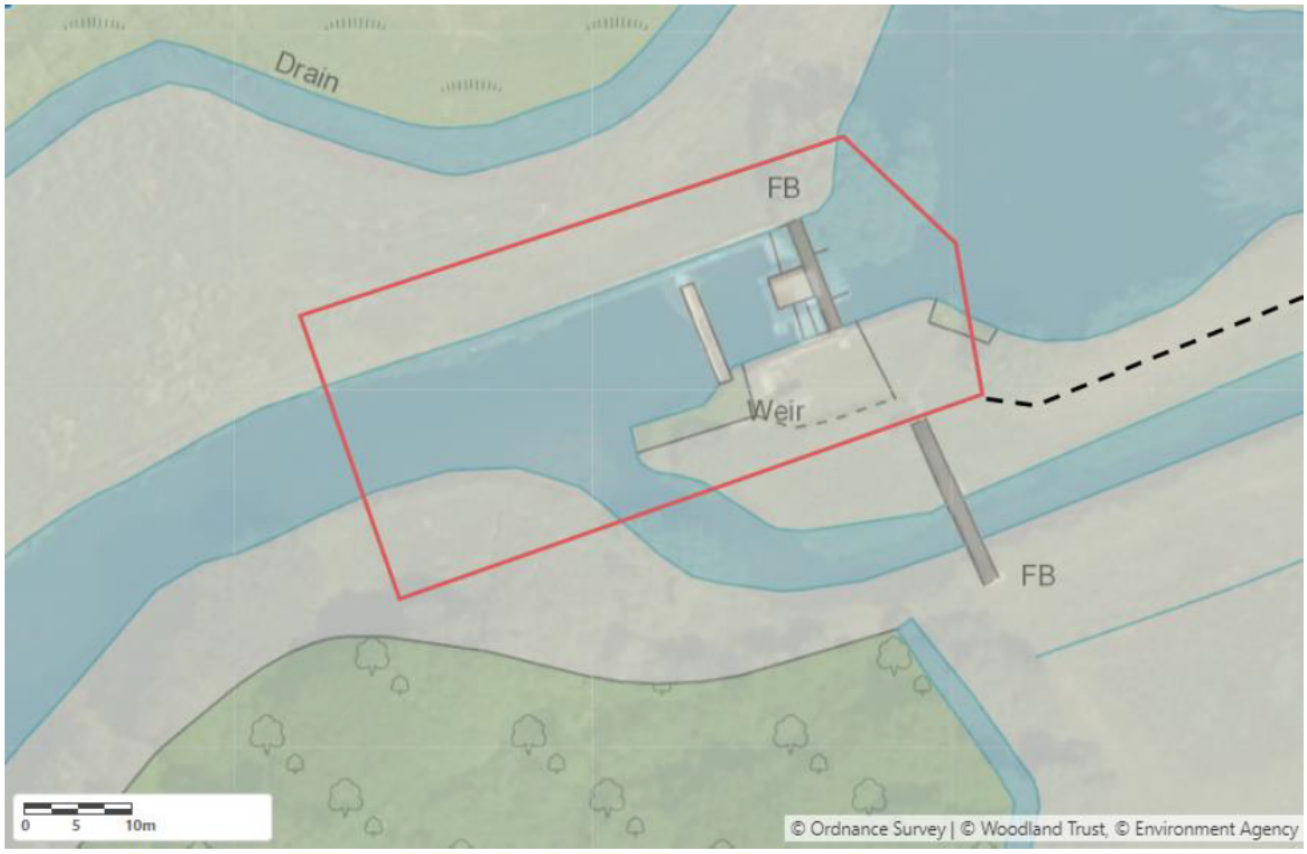


**Figure 1:** Red Line Boundary of the Flume Structure

**Construction/Assessment Phase** - the *Contractor* shall:

- submit to the *Client* a completed Construction Phase Plan (CPP) to cover all phases of work being delivered and shall include site specific Risk Assessment and Method Statement (RAMS).
- assume that an Environment Agency Principal Designer will be appointed by the *Client* to support the project delivery. The *Contractor* shall provide information in accordance with latest SHEW document published.
- undertake investigation of all elements of the weir including the wingwalls, piling, capping beams, crests, piers and aprons as per the schedule of investigations identified within the Atkins East Stoke Flume -Testing Specification (ENV6002241R-ATK-SG-2ES-SP-S-000001_C01_East Stoke Flume Concrete Testing Specification).
- rectify any structural damage as a result of the survey (including intrusive testing), and reinstate access routes and welfare areas to the same or better condition to that of pre works.

**Post Construction/Assessment Phase** – the *Contractor* shall:

- Provide an electronic draft copy of the associated factual investigation report to the *Client* for review and comment. The draft report is to be submitted within six weeks of demobilising from the Site.
- Comments and any subsequent amendment shall be captured in a Final Report. The final report is to be prepared/amended and issued by the *Contractor* to the *Client* within two weeks of the *Contractor* receiving the *Client*'s comments.
- The Factual Investigation Report shall follow the format as specified within Section 6 of the East Stoke Flume – Testing Specification.

## 2. Drawings

**List the drawings that apply to the contract.**

See ENV6002241R-ATK-SG-2ES-SP-S-000001_C01_East Stoke Flume Concrete Testing Specification for testing locations

| Drawing Number | Revision | Title |
|---|---|---|
| | | |

## 3. Specifications

**List the specifications which apply to the contract.**

| Title | Date or Revision | Tick if publicly available |
|---|---|---|
| ENV6002241R-ATK-SG-2ES-SP-S-000001_C01_East Stoke Flume Concrete Testing Specification | 03/2024 | No |
| Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance | 12/2019 | yes |
| Asset OMR Framework Deed of Agreement and Schedules | 04/03/2024 | |
| Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) | V 6 | |

| | | |
|---|---|---|
| Control of Substances Hazardous to Health (COSHH) Regulations | | |
| Construction Design Regulations (CDM) | 2015 | |
| Lot 1 – Spec Supplementary clauses – General | | |

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

1. The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract.
2. The *Contractor* shall prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and their Environmental Plan prior to starting the *works*.
3. No work can be undertaken until all permissions and consents have been obtained, including, but not limited to a flood risk activity permit (FRAP) and Site of Special Scientific Interest (SSSI) assent.

NOTE

The requirement for SSSI assent for East Stoke works will be determined by the *Client*.

4. In accordance with Clause 14.5 of the contract, all of the *Client*'s actions under the contract are delegated to the Contract Administrator. The *Contractor* shall only act upon instructions received from the *Client*'s delegate.
5. All communications from the *Contractor* to the *Client* shall be sent to the Contract Administrator.
6. The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on site are not damaged by their activities. Such features are to be fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.
7. The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated site and associated access routes. Any problems with access must be reported directly to the *Client*.
8. Choice of Equipment:
   The *Contractor* shall choose the most appropriate plant to complete the works.
   The *Contractor* ensures that all plant is properly maintained.
   All equipment with hydraulic systems shall use biodegradable hydraulic oil.
   If applicable, all plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

**Site Restrictions**

9. Access to the Site is via the River Frome floodplain that is regularly inundated. Work is only to be undertaken when ground conditions permit.
10. The footbridge is in very poor condition and a restriction has been implemented, limiting usage to one person per span at any one time.

**Working times**

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). If it is necessary for the *Contractor* to undertake weekend working, this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

## 5. Requirements for the programme

The *Contractor* shall submit his programme with the *Contractor's* Offer for acceptance. The *Contractor* shall show on each programme (in the form of a 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-*Contractor*s; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.

(e) Completion date

The *Contractor* shall submit their first programme with the *Contractor*'s Offer for acceptance with updated versions being issued monthly thereafter.

The *Contractor* shall submit each programme in Adobe PDF.

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

| **Item** | **Date by which it will be provided** |
|---|---|
| Site Information | With ECSC |
| Fastdraft Access | Within 2 weeks of Contract Award |
| Services search results<br><br>Note - the above services information does not remove the Principal *Contractor* or *Contractor*'s requirement to carry out safe working practices in relation to overhead and underground services. | With ECSC |
| SSSI assent (if required) | Within 4 weeks of *Client* receiving satisfactory outline method statement. |
| Access to the site for construction | Prior to site mobilisation |
| Ecological Survey findings and any required mitigation | Prior to site mobilisation |

# Site Information

The weir site provides an important remote river level gauging station, informing the Environment Agency on flood levels and the regular shaped channel allows volumes of water to be approximated accurately. There is an offline stilling well that is used as the primary means of measuring level relative to the weir. The BT line is now redundant. There is an in-river pressure transducer that measures levels downstream of the weir as an aid to determine modularity.

**Environment**

- The site sits within the River Frome Site of Specific Scientific Interest (SSSI) (see Figure 1)
- The watercourse and weir are designated as fish migratory routes.
- A Preliminary Ecological Appraisal (PEA) has been undertaken (Site Information Appendix B) and supporting surveys are currently underway

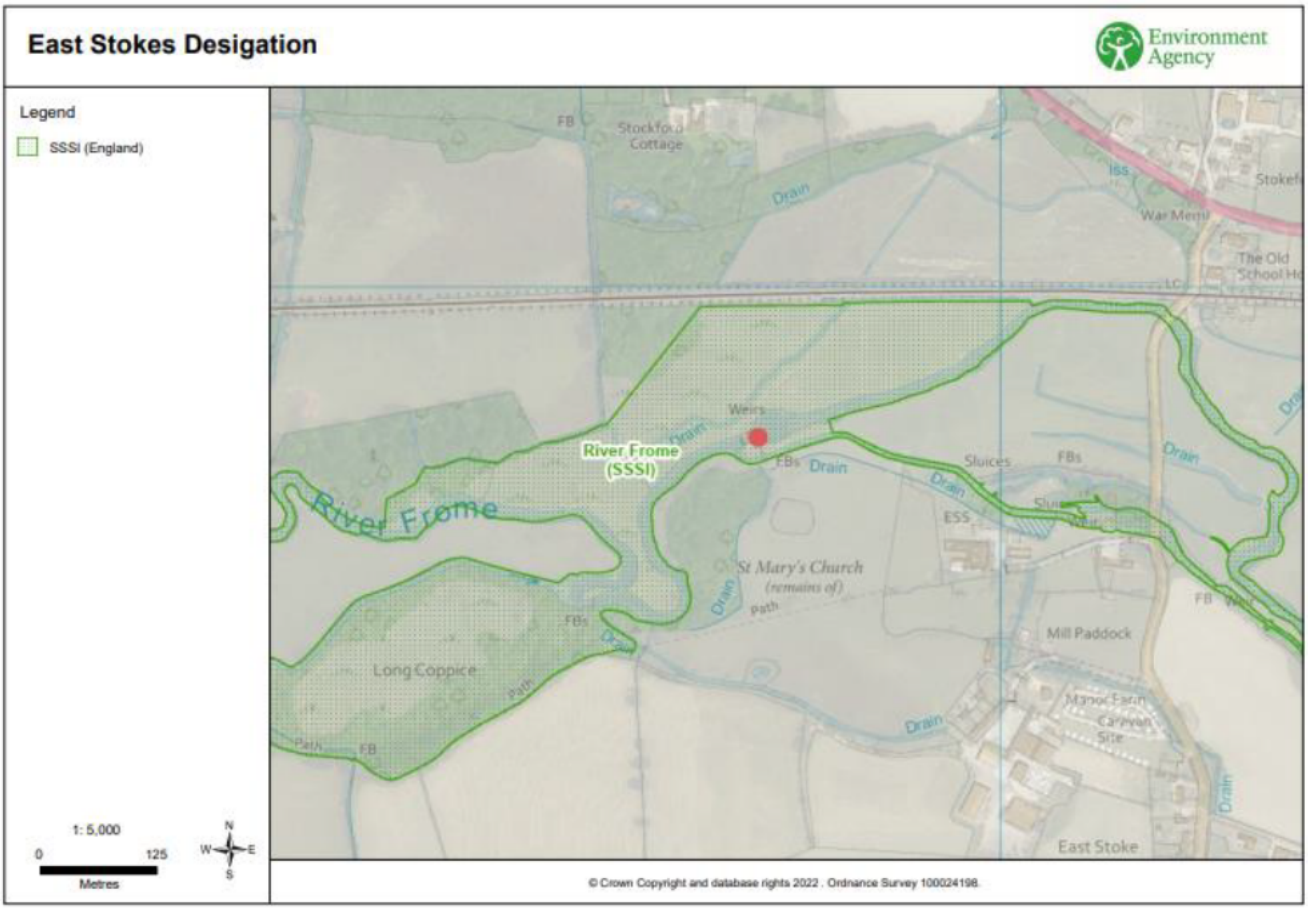


**Figure 2:** Location of the East Stoke 'Flume' weir and proximity to the River Frome SSSI

**Land Ownership**

- The Environment Agency are the registered landowners of the weir and immediate land surrounding the weir (see below).
- Within this parcel of land is the weir, the footbridge the telemetry hut and a Game and Wildlife Conservation Trust (GWCT) i.e. a 3rd Party hut.

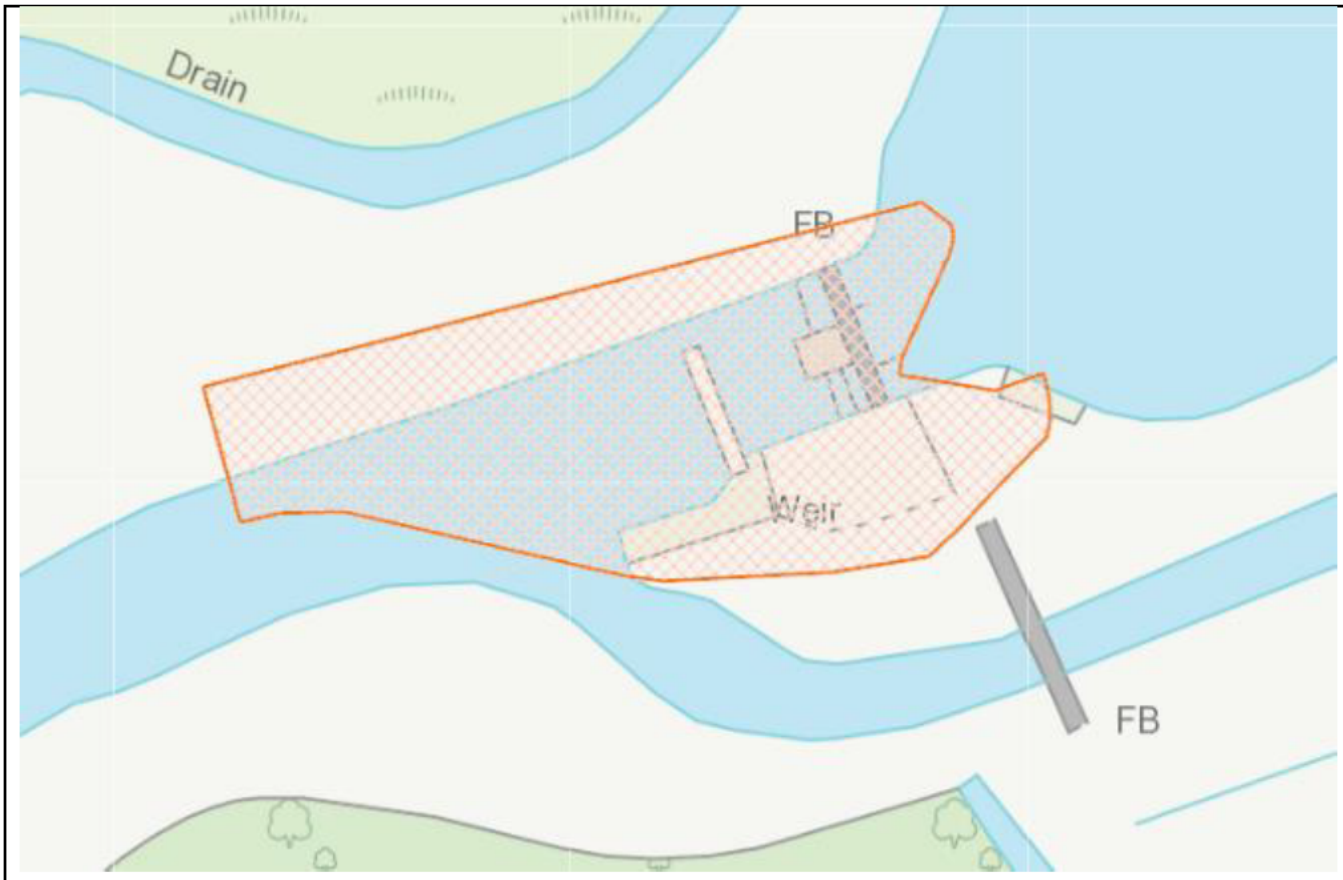


**Figure 3:** Environment Agency Registered Land

Other local landowner searches have been completed and Environment Agency estates teams are able to support in arranging access to the site.

# Proposed sub-*Contractors*

| | Name and address of proposed Subcontractor | Nature and extent of work |
|---|---|---|
| 1. | Form of Contract: | |

| Proposed sub-*Contractors* | | |
|---|---|---|
| 2. | Form of Contract: | |
| 3. | Form of Contract: | |
| 4. | Form of Contract: | |