Engineering and Construction Short Contract

Contract Data Forms

June 2017
(with amendments January 2023)

Template version history

V1.1	First Issue
V 1.2	Addressing comments
V1.3	Issue Contract

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	**Minehead Parks Lane – Culvert Sediment Removal and Survey**
	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 *Client* is	
Name	Environment Agency	
Address for communications	Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	[redacted]	
The *works* are	Minehead Parks Lane – Culvert Sediment Removal and Survey	
The *site* is	Minehead Parks Lane	
The *starting date* is	01/08/2025	
The *completion date* is	31/10/2025	
The *delay damages* are	*NIL*	Per day
The *period* for reply is	1	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	0.5%	% 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) and for bodily injury to or death of a person (not an	Minimum £5,000,000 in respect of every claim without limit to the number of claims	

employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Works		
Liability for death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the *Contractor* to use the skill and care normally used by professionals providing works similar to the works	Minimum £500,000.00 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. 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: The *works* are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* 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 *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: 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 At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the *starting date* and the Contract Date. The proportion of Price Adjustment shall be equal to: 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:

	The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate] 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 Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the total of the Prices. 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	Bridge Innovation Centre Chudleigh Newton Abbot Devon TQ13 0DG	
Address for electronic communications	[redacted]	
The *fee* percentage is	As Framework agreement	%
The *people rates* are	As Framework agreement	
category of person	unit	rate
The *published list of Equipment* is		
The *percentage for adjustment for Equipment* 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	**£78,253.00.00**
	Enter the total of the Prices from the Price List.
Signed on behalf of the *Contractor*	
Name	[redacted]
Position	Framework Manager
Signature	[redacted]
Date	16/07/2025
The *Client* accepts the *Contractor's* Offer to Provide the Works	
Signed on behalf of the *Client*	
Name	[redacted]
Position	Programme Manager (G7)

Signature	
Date	18/07/2025

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	Mobilisation, Prelims, Management				
2	TM (licence removed)				
3	To supply 1 no. Jet Vac Recycler& Crew	day	20	£ 1,298.40	
4	To supply 1 no. welfare support vehicle & CSE Operative	day	20	£ 480.00	
5	To supply 1 no. CCTV unit & Crew to carry out survey of the culvert	day	8	£ 1,023.75	
6	Solid silt non-contaminated waste disposal from site, per tonne	t	46.5	£ 144.00	
7	Demobilisation				
	Survey				
8	Survey	day	4	£ 780.00	
9	Processing	day	4	£ 510.00	
10	CSE team and CSE Rescue team	shift	2	£ 2,342.50	
	Additional GPR Area				
11	Survey	day	1	£ 780.00	
12	Processing	day	1	£ 510.00	
				The total of the Prices	**£ 78,253.00**

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*

The *Contractor* shall remove silt built up in the Minehead Culvert, from Minehead Town trash screen for approximately 45m into the Culvert. The *Contractor* shall supply a Jet Vac recycler and confined space crew to remove the silt built up and safely dispose the material from site.

The *Contractor* shall provide a detailed survey of the remaining Culvert, picking up all defects identified in the defect identification walkthrough to complete the previously supplied survey drawing. The objective of the survey is to collect sufficient information to confirm the condition of the main culvert. The survey must also provide sufficient information to facilitate the optioneering and detailed design of any remedial works, as well as additional information to support the planning application and routes to gain project funding. The survey shall include the following:

1. Laser survey:
    - An above ground survey of the area has been completed previously and is not required
    - Below ground survey of the culvert picking up all defects identified in the defect identification walkthrough. All laser scan data shall be supplied as a registered point cloud in XYZ format. Point cloud data shall be readable in Autodesk products such as Recap and Civils 3D. The laser scan is to be conducted in accordance with the current version of the Environmental Agencies 'National Standard Technical Specifications for Surveying Services' at the date of Contract Award and shall be fully complaint with this document.

Below Ground:

Laser scan survey to be conducted throughout the entire section of the main culvert, from the Minehead Town screen up to 45m into the Culvert. Scanning is to be conducted at intervals of 5m or less. A higher density of scanning may be required where there are significant obstructions or changes in elevation.

At multiple locations the walls are not vertically aligned and contain potential voids. This information must be captured within the survey.

2. 1:50 detailed topographical survey. The survey shall be completed in line with the version of the Environment Agency 'National Survey Specifications' that is current at the *starting date*. In addition, the proposed survey must also meet the requirements of the following:
   - Surface changes must be shown with spot levels attached.
   - Spot levels must be taken throughout the culvert at no greater than 5m spacing. The grid must be denser in areas with more detail or where there are changes in gradient.
   - Vertical alignment of walls must be shown and annotated highlighting any changes in vertical alignment with spot levels attached as required to adequately represent this.
   - Dimensions of any incoming and outgoing culverts must be recorded, including the internal diameter, invert level, crown level and culvert shape as a minimum.
   - Ensure the underside of the culvert wall level is obtained if undercutting is present. The exact length and depth of undercutting is also required.
   - Service crossings and obstructions in the culvert must be identified with dimensions.

3. **For Parks Lane only**, a PAS 128 compliant GPR survey to identify services within the project area. The survey shall be completed in line with the version of the Environment Agency 'National Standard Technical Specifications for Surveying Services' that is current at the *starting date*. The *Contractor* shall undertake a Type B (Detection). A Type D desktop utility search of the survey area completed in the previous 3 months shall be provided to the *Contractor* prior to commencement of the survey.

   The survey shall utilise detection method M3P and shall include post processing. Details of the detection method, as defined by PAS:128, are given in Table 10-1. The *Contractor* shall advise if post-processing is required based on their understanding of the survey requirements and proposed detection.

Table 10-1 - Detection Methods as defined in Table 2 of PAS:128 (2014)

Detection Method [1]	Survey grid / search resolution [2] EML [3]	GPR General	GPR Post-processing	Other techniques [4]	Quality levels achievable	Typical application
M1	Orthogonal search transects at ≤10 m intervals and when following a utility trace, search transects at ≤5m intervals	Use as applicable	No	≤5m survey grid	B1, B2, B3, B4	Used where the density of services is typical of an underdeveloped area
M1P			Yes		B1P, B2P, B3P	
M2	Orthogonal search transects at ≤5 m intervals and when following a utility trace, search transects at ≤2m intervals	Either: 1) ≤2m orthogonal, or; 2) High density array [5]	No	≤2m survey grid	B1, B2, B3, B4	Used where the density of services is typical of a suburban area or where the utility services cross a boundary of a survey area
M2P			Yes		B1P, B2P, B3P	
M3	Orthogonal search transects at ≤2 m intervals and when following a utility	Either: 1) ≤1m orthogonal, or;	No	≤1m survey grid	B1, B2, B3, B4	Used where the density of services is typical of a busy urban area or for clearance surveys prior
M3P			Yes		B1P, B2P, B3P	

	trace, search transects at ≤1m intervals	2) High density array [5]				to operation such as bore holing/drilling/fencing/tree planting
M4	Orthogonal search transects at ≤2 m intervals and when following a utility trace, search transects at ≤0.5m intervals	Either: 1) ≤0.5m orthogonal, or; 2) High density array [5]	No	≤0.5m survey grid	B1, B2, B3, B4	Used where the density of services is typical of a congested city centre.
M4P			Yes		B1P, B2P, B3P	

Note 1 *In general the effort increases from M1 to M4 and the addition of post processing. For areas with greater density of utilities or areas considered high risk by the client, a detection method that has a higher level of effort should be selected.*

Note 2 *"P" indicates off-site post-processing has been included.*

1) It is a requirement that a minimum of GPR and EML techniques are used.
2) The tolerance for orthogonal transect centres and survey grids shall be ±0.1m.
3) It is a requirement that passive EML is deployed over the whole survey area and that where an active EML method can be used, is used.
4) The transect centre depends on technique used.
5) A high density array comprises 100mm or closer antenna separation.

The Contractor shall aim to achieve **QL-B1** or **QL-B1P** across the works boundary providing the most accurate data possible. Surveyed utilities which do not meet this high standard of quality identification must be identified within the survey report and AutoCAD output.

4. A bathymetric survey of the bed level with levels taken a minimum of every 5m or at any significant changes in direction or gradient. The survey must be completed with a 500mm minimum frequency if scoured areas are discovered.
5. For Parks Lane only, a CAT scan survey of any services crossing the within the culvert to understand if they are live.
6. A measured survey of defects identified in the defect walkthrough to confirm dimensions of these. Results to be logged and shown on drawings.
7. Conduct a CCTV survey of the above length of culvert, picking up and recording defects identified in the defect walkthrough. The CCTV survey must be high resolution / Win Can.
8. The condition assessment must be recorded in a Manual of Sewers Condition Classification V5 (MSCC5) condition standard.
9. The *Contractor* must provide a written report to accompany the MSCC5 assessment, summarising the findings of the above surveys as well as listing the key defect types identified and a proposed preferred option for remedial works.
10. S1 Analysis shall be completed in case information is required at a later date. Silt bed samples shall be obtained at two locations for sweet of testing and WAC test.

The *Contractor* shall deliver to the *Client* a copy of all models, survey data, drawings, etc. undertaken and collected for the detailed design, and supporting detailed technical reports. The *Contractor* will check and be responsible for the adequacy of existing data quality and quantity.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
00813_8	4	Topographical Survey
00813_8	5	Subsurface asset mapping
00813_8	8	Culvert Survey
00813_8	2	Property Extends
00813_8	-	CCTV Map
22-83596	16/06/2022	ACS Report

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
SHEW Code of Practice	Apr 2025	yes
SHEW Code of Practice. **Appendix A** - Accident/Incident Reporting	Apr 2025	yes
Avoiding danger from underground services	2014	yes
Works information: method statements and health and safety	LIT 12513	Feb 19
PCM health and safety file	LIT 12521	Apr 15
SHE handbook for managing capital projects	LIT 12507	Apr 23

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

1. The *Contractor* will ensure that all EA assets are locked and secure before leaving site.

2. The *Contractor* will ensure that the EA is informed of any changes on site so that the EA can maintain good dialog with the Minehead Town Council.

3. The *Contractor* shall take account of all site specific risks to reduce risk during the works.

Working times

The *Contractor* will be permitted to work between 8.00am and 6.00pm on weekdays (Monday to Thursday).

Road Closure from Monday – Thursday only. Road closure will not be permitted on Fridays.

5. Requirements for the programme

The *Contractor* submitted his programme with the *Contractor's* Offer for acceptance. The *Contractor* shall show on each programme which they submit for acceptance (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-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks, and

(e) Completion Date.

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

Item	**Date by which it will be provided**
Desktop utility searches	13/06/2025
The *Client* will produce Pre Construction Information (PCI) for issue to the Principal Contractor	13/06/2025

Site Information

PCI – Minehead Parks Lane Culvert Sediment Removal and Survey

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Glanville Environmental Ltd. Geo-spatial dept. Form of Contract: NEC 4 Engineering and Construction Short Subcontract (ECSS) form	• Silt Removal & Survey
2.	Form of Contract:	
3.	Form of Contract:	

4.	Form of Contract:	