Engineering and Construction Short Contract

Contract Data Forms

June 2017
(with amendments January 2023)

Template version history

V1 (as per bidder pack)	Go live template (this document)

NEC4 Engineering and Construction Short Contract

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**Breheny Civil Engineering**
For	**KSL Bridge Inspections 2024/25**
	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	Medway House, Powder Mill Ln, Tonbridge TN11 9AS	
Address for electronic communications	[redacted]	
The *works* are	KSL bridge inspections, as per the Scope.	
The *site* is	Various in KSLES – individual site locations are contained in the programme schedule	
The *starting date* is	05/03/2025	
The *completion date* is	31/05/2025	
The *delay damages* are	nil	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	0.5%	per complete week of delay.
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 employee of the *Contractor*) arising from or in connection with the *Contractor's* 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 *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. 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.
~~Z12.0~~	~~Packaging~~
~~Z12.1~~	~~For contracts containing packages of projects the *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack~~
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	Breheny Civil Engineering	
Address for communications	Unit 5, The Courtyard Business Centre, Birling Road, Ryarsh, West Malling, Kent ME19 5AA	
Address for electronic communications	[redacted]	
The *fee* percentage is		
The *people rates* are		
category of person	unit	rate
The *published list of Equipment* is		As per Framework Agreement
The *percentage for adjustment for Equipment* is		As per Framework Agreement

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	£148,566.77
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	[redacted]
Position	
Signature	
Date	

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

Signed on behalf of the *Client*

Name	[redacted]
Position	
Signature	
Date	

Price List

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	Qty	Rate	Price
1	Pre-construction Activities including production of RAMS, CPP and PAS survey	Sum	[redacted]		
2	Prelims	Sum			
3	Leigh FSA Public Bridge 3 - General Inspection with CCTV	Sum			
4	First Marshland Sewer	Sum			
5	Horthern Access Bridge to Ickleham Pumping Station - General Inspection	Sum			
6	Stone Bridge - Principal Inspection	Sum			
7	Southern access bridge to Icklesham Pumping Station - General Inspection	Sum			
8	Hacklinge North Pumping Station - Principal Inspection	Sum			
9	Roaring Gutter, SE of Sandwich - Principal Inspection	Sum			
10	Access Bridge to Court Lodge Pumping Station - Principal Inspection	Sum			
11	Westerham Stream - Principal Inspection	Sum			
12	Double Weir D/S of Hall Place - Principal Inspection	Sum			
13	Hall Place Recreational Ground - Principal Inspection	Sum			
14	Wind Pump Bridge Newmill Channel - Principal Inspection	Sum			
15	Blacketts Inundation Sluice - Principal Inspection	Sum			
16	Oare Inundation Sluice	Sum			
17	Report / Carbon Calculator	Sum			
			The total of the Prices		**£148,566.77**

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*

Bridge Inspection Specification (2024/2025)

1. **Background**

1.1. The Environment Agency (EA) uses bridge condition surveys to identify and prioritise maintenance work. The Environment Agency's bridges stock is varied and includes major highway and railway network. The purpose of bridge inspection programmes is to help bridge asset managers to determine the optimal short and long-term balance between maintenance interventions, cost, performance and risk. This ensures that our bridges are fit for purpose and safe to use, in accordance with the corporate bridge asset management strategy. Fundamental to this is a sound knowledge of bridge assets, their current condition and how the condition, with and without maintenance, is likely to change over time.

1.2. The key objectives for undertaking bridge inspections:

1. To provide information that helps bridge managers to ensure that EA bridges are safe for use and fit for purpose.
2. To provide an evidence base for investment in the ongoing maintenance of the Bridges.

1.3. The Environment Agency carries out General and Principal Inspections in accordance with the Well-Managed Highway Infrastructure: A Code of Practice (2016), Inspection Manual for Highway Structures (2007), Bridge Condition Indicators Volume 2 and Guidance Note on Bridge Inspection Reporting (2002).

2. **Scope of the Works**

2.1. The *Contractor* shall review all available relevant information on each bridge, including past inspection reports, prior to undertaking the inspections. The *Contractor* shall use this review for comparisons when identifying any existing defects. The *Contractor* shall ensure that General and Principal Inspections shall be carried out in accordance with the following documents:

i. Well-Managed of Highway Infrastructure: A Code of Practice (2016)
ii. Inspection Manual for Highway Structures (2007)
iii. CS 450 - Inspection of highway structures

2.2. The area surrounding the bridge shall also be inspected to identify any factors that could affect the stability of the structure e.g. deposition of debris, which could lead to scour.

2.3. For Principal Inspections, all inspectable parts of the structure shall be accessed within touching distance as specified by CS 450: Inspection of highway structures. Where this is not possible, the *Contractor* shall provide, to the *Client*'s satisfaction, evidence of the access restrictions and a demonstration that risks have been assessed.

3. **Safety issues**

3.1. If an inspection identifies defects that are considered to have safety implications for those using, inspecting or maintaining the structure and requires urgent attention, the *Contractor* shall report it to the *Client* within 2 days.

4. **Access**

4.1. The *Contractor* shall be responsible for obtaining any permits/ consents and liaising with relevant parties to arrange the necessary access and traffic management to carry out the inspection work.

4.2. The *Contractor* shall be responsible for procurement of all access plant and equipment necessary to carry out the inspection.

4.3. Where access plant (including confined space access) and traffic management are need for inspections, these shall be described in a Risk Assessment form. The Risk Assessment must include photographs and/or drawings showing a general view of such access plant and traffic management.

4.4. When a Principal Inspection of a structure within railway property is carried out, the details of track possessions shall be described.

4.5. The *Contractor* shall notify the *Client* of any access constraints or Health and Safety issues that the *Contractor* is reasonably expected to be aware of and which may affect the delivery of the inspection programme in good time such that the impact can be mitigated.

5. **Photographs**

5.1. The *Contractor* shall take digital colour photographs to record all defects or damage identified. For each defect, a wide-angle photograph to show the overall location of the structure, and a close-up photograph of the defect itself, shall be included. Where possible, to give an overview of the structure, general photographs shall be taken, showing the elevations and spans.

5.2. Digital photographs shall be reviewed on the site, to ensure the photograph accurately identifies the defect. Photographs that are submitted and are not of an acceptable standard to the Client shall be re-taken by the *Contractor* at their expense.

5.3. Each element and defect shall be photographed, and the location of each defect shall be described in the CSS Inspection pro-forma and the photos shall be cross-referenced in any inspection report.

5.4. The minimum image dimensions for uploaded photos shall be 2240x1680 pixels (equivalent to a 4-megapixel camera). The file size of a JPEG output compression shall not be less than 500KB. The maximum file size of uploaded photos file size shall be less than 10MB.

5.5. The photographs shall be date encoded and provided in electronic jpeg or tif format. The photographs shall be labelled clearly to identify the defect, to ensure that the meaning of each photograph is clearly identified.

6. **Health and Safety**

6.1. Inspections and associated works shall be carried out in compliance with all Statutory Requirements, Approved Codes of Practice and Guidance Notes relevant to Health and Safety at Work with regard to welfare of the operatives as well as the general safety of members of the public and properties.

6.2. The *Contractor* shall complete a Risk Assessment outlining all the risks identified and expected to be encountered during the inspection.

6.3. Regulation 4 of the Control of Asbestos Regulations 2006 (CAR 06) places a duty on those persons who have responsibility for maintenance or repair to ensure that a suitable and sufficient assessment is carried out as to whether Asbestos Containing Materials (ACMs) are likely to be present in their premises. If no information has been provided on ACMs by the Environment Agency, it should be presumed that materials do contain asbestos unless there is strong evidence that they do not. If, at any time, the presence of asbestos or any hazardous material is identified or suspected, the *Contractor* shall cease work immediately and advise the *Client*

7. Recording Inspection Results

7.1. The elements identified in the CSS Inspection proforma shall be inspected as a minimum requirement. This list of elements shall not be considered as an exhaustive list. Therefore, the inspector shall update the 'Element List' in the CSS Inspection proforma to include other elements that should be inspected. Also record and report in the form the condition of the updated list elements.

7.2. Elements that are not visible during the inspection e.g. due to access restrictions, shall be reported as such and reasons for this provided. In these scenarios, the element condition shall be scored based on evidence of movements, seepage etc. Examples would include a culvert's primary deck not being inspected because a general inspection is being undertaken, or vegetation covering the structure which requires clearing.

7.3. The current element condition data reported in the CSS Inspection Details form shall be compared with the previous inspection data (where available), and comments on the variability of the data shall be made in the report.

Remedial Works

7.4. Advice on remedial works, including cost estimates, shall be included in the CSS Inspection pro-forma provided.

7.5. If material testing and/ or investigation are considered to be necessary, the 'Engineer's comments' section of the CSS Inspection proforma and shall include recommendations for any further actions. These recommendations shall state the reason for and type of material testing and/or investigation, the location of the structure where they are needed, estimated costs and when they should be carried out. Proposals for such material testing and investigation and/ or monitoring, shall be submitted to the *Client* For the recommended monitoring regime reasons shall be given over other options. As the proposal will be additional work, such additional work shall not be carried out without the *Client*'s prior instruction.

7.6. If monitoring of a defect is considered necessary, recommendations shall be provided, including the type and frequency of monitoring.

7.7. If a significant defect is identified, but the cause, extent and the nature of the remedial works are uncertain, then the inspector shall make recommendations for a future Special Inspection to be undertaken, describing briefly the objectives and including a budget estimate for carrying out the inspection.

7.8. For bridges with restricted headroom, the following shall be included:

a. Evidence of any possible change in surfacing having occurred which has not been previously recorded/ measured.

b. Evidence of any impact on the bridge. The *Contractor* shall formally notify the highway/ navigation authority of any such damage and make reference to it in the inspection report.

c. Comments on the completeness and effectiveness of the signing/hazard marking.

Structure Dimensions

7.9. The dimensions of the structure shall be checked against data held in AIMS (to be provided by the EA) as part of Principal Inspections. If the dimensions are inaccurate by more than 5%, then this shall be recorded in the "Inspector's Comments" section in the CSS Inspection proforma.

Structure Summary

7.10. The structure description in AIMS (to be provided by the Client) shall be reviewed, and any recommended revisions shall be reported in the "Inspector's Comments" section in the CSS Inspection proforma.

7.11. Prior to carrying out bridge inspections, the *Contractor* shall review the previous inspection reports (if available).

7.12. The *Contractor* shall ensure the final BCI scores represent the critical defects of the structure or sum of the defects if more critical. The *Contractor* shall communicate to the Client where they believe BCI calculations do not highlight elements with significant defects.

Defect Drawings

7.13. For Principal Inspections, defects shall be added to the general arrangement drawings. If such drawings are not available, the *Contractor* shall agree an appropriate approach with the Client e.g. sketches. Example details of defects:

a. Corrosion area, loss of section, missing rivets, cracked weld
b. Spalling - area, depth, delamination.
c. Exposed reinforcement/ pre-stressing – length of exposure, corrosion
d. Crack – width, length, orientation
e. Seepage - area (local or global)
f. Joints - length of failure, leakage, surface cracking, fretting due to hydrostatic pressure
g. Any other pertinent details to aid determination of the extent of the repair work

Submission of Inspection Results

7.14. The General Inspection report shall follow a suitable Microsoft Word General Inspection Report template.

7.15. The Principal Inspection report shall follow a suitable Microsoft Word General Inspection Report template.

7.16. The CSS bridge inspection proforma shall be completed in Microsoft Excel.

7.17. After the *Contractor* has submitted the inspection reports and completed inspection proformas the EA will advise whether or not the inspection reports are acceptable or require any amendments.

7.18. The final report shall be pdf copies containing a combined report that includes the inspection report and CSS proformas with signatures.

8. Attendance at Meetings

8.1. The *Contractor*'s Project Manager shall attend or be represented by a suitable deputy at meetings to suit the inspection programme.

9. Programme

9.1. Prior to carrying out the inspection work, the *Contractor* shall submit to the EA for approval a programme of works, covering the following activities:

a. Inspections
b. Inspection data & reporting
c. Revisions
d. Final sign-off by Client

9.2. The *Contractor* shall allow in the programme a period of two weeks for the EA to review and comment on the inspection details, and a further two weeks for the EA to review and approve any resubmission.

9.3. If the Client has any issues on the reports, then they shall liaise with the *Contractor* to resolve these. The *Contractor* will be required to make necessary revisions and re-submit for Client approval. In the event that the Client does not respond within two weeks, it will be deemed that the *Contactor* has completed the inspection work for that bridge.

10. **Site Specific Requirements**

Asset Number	Asset Name	Requirement
489591	Leigh FSA Public Bridge 3	General Inspection with CCTV
196911	First Marshland Sewer	General Inspection
492151	Northern access bridge to Icklesham Pumping Station	General Inspection
465700	Stone Bridge	Principal Inspection
492152	Southern access bridge to Icklesham Pumping Station	General Inspection
195781	Hackling North Pumping Station	Principal Inspection
195466	Roaring gutter. SE of Sandwich	Principal Inspection
492171	Access bridge to Court Lodge Pumping Station	Principal Inspection
~~260773~~	~~Horsebones Bridge~~	~~Principal Inspection~~
271463	Westerham Stream	Principal Inspection
~~489471~~	~~Leigh Barrier (Medway) FSR - Control Structure Bridge~~	~~General Inspection~~
242522	Double weir D/S of Hall Place	General Inspection
253534	Hall Place Recreational Ground	General Inspection
234467	Wind Pump Bridge Newmill Channel	General Inspection
	Blacketts Inundation Sluice	Principal Inspection
	Oare Inundation Sluice	Principal Inspection

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
None		

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
Annex 11 - LIT 13118 - Code of practice for electrical safety (copes)- part 1.pdf	22/7/2020	
Annex 11 - LIT 13133 - Code of practice for electrical safety (copes)- part 2.pdf	22/7/2020	
LIT 13129 - MEICA- Management- Low voltage electrical equipment.pdf	V13	
LIT 13130 - Code of practice for electrical safety (COPES) - Electrical authorisation.pdf	22/09/2023	
Lot 1 - Spec supplementary clauses - CULVERTS - CoP.pdf	23/06/2018	
Lot 1 - Spec supplementary clauses - General.pdf	23/06/2018	
Lot 1 & Lot 3 - Asset Operation and Response - Scope.pdf		
Lot 1 & Lot 3 - Supply Chain Passport Template.xlsx		
Specification for Bridge Inspections _ LW	2024/2025	
CS 450 Inspection of highway structures	April 2021	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*.

None

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**
None	

Site Information

KSL_Bridge_Insp_Site_Information

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:	