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	**Jackson Civil Engineering Limited**
For	Temple Bridge Centre Drop-In Span Removal Contract No: C29020
	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	Horizon House Deanery Road Bristol BS1 5AH	
Address for electronic communications	[redacted]	
The *works* are	Removal of centre drop-in span of Temple Bridge and transportation to temporary storage area.	
The *site* is	Temple Footbridge [redacted]	
The *starting date* is	19 May 2025, [redacted]	
The *completion date* is	10 November 2025, [redacted]	
The *delay damages* are	[redacted]	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) 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	Jackson Civil Engineering Limited	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	[redacted]
The *people rates* are	[redacted]	
The *published list of Equipment* is	[redacted]	
The *percentage for adjustment for Equipment* is	[redacted]	

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	£176,119.37 (One hundred and seventy-six thousand, one hundred and nineteen, thirty-seven pence – pounds sterling)
	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

Item Number	Description	Unit	Quantity	Rate	Price
1	Site surveys and investigations.	[redacted]			
2	Preliminaries and supervision including provision of welfare facilities.				
3	Removal of centre drop-in span and move to temporary storage area.				
4	Preparation of site specific CDM documents as required by the SHEW COP including RAMS, Traffic Management Plans, Hazard Maps.				
5	All licenses, permits and approvals necessary to provide the Works (*Contractor* to detail).				
8	Design as necessary to provide the *works* detailed in the Scope				
9	Precondition photographic surveys of working areas.				
10	All surplus waste generated by the works to be disposed of off-site in accordance with the current Waste Management Regulations.				
11	Provision of 'as built' drawings and information (including materials used and maintenance) to the Principal Designer for addition to existing Health and Safety Files held by the Client.				
12	Completion of relevant forms to provide cost and carbon information to the Environment Agency.				
13	Option of saving offered should Client's Designer/Inspector be able to undertake inspection of the removed bridge section whilst located on the floating works platform moored up by site compound, rather than within the works compound set down area, prior to assumed instruction to relocate drop-in centre span to Caversham Lakes depot. Saving not available should bridge section be required to be lifted to site compound on completion of inspection. (for planning purposes only - not to be included in total of the Prices)				
14	Transportation of bridge section to Caversham Lakes depot **(for planning purposes only - not to be included in total of the Prices)**				
	The total of the Prices				£176,119.37

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. This contract is priced and awarded in Year 2, based on the Year 1 Framework Pricing Workbook. After the Year 2 Framework Pricing Workbook is issued, a single compensation event is permitted to change the total of the Prices according to the Year 2 Framework Pricing Workbook.

Scope

1. Description of the *works*

Project background

The structure is a pedestrian footbridge which carries the Thames footpath over the River Thames near Hurley, Berkshire. This footbridge, positioned just upstream of Temple Lock, was constructed in 1989 as part of the Thames Path development to provide walkers with a continuous riverside route. The structure comprises five spans. Two reinforced concrete approach spans are located at each end of the structure, supported by abutments and piers. The timber superstructure comprises three spans over the watercourse, with the central span suspended and supported on half joints. Recent inspections have revealed extensive rot to varying degrees within the structure, particularly, the half joints of the centre drop-in span which is now considered unsafe as it has potential to collapse. The bridge has been closed to pedestrians for considerable time and late last year, boat traffic under the centre of the bridge was closed for safety reasons. There is now a requirement to remove the centre drop-in span, mitigating the risk of collapse and providing safe passage for river users.

The *site* and *work*s required

Surveys

The *Contractor* shall conduct appropriate surveys of the bridge and surrounding area to confirm the environmental plan, temporary works requirements and span removal methodology details. An ecological survey of the bridge and area of works will be required to check for the presence of bats, birds and any other protected wildlife. Any environmental mitigation work resulting from the findings of the survey will be instructed by the Client and a compensation event notified.

Design

The *Contractor* shall produce a design scheme for the safe removal of the centre drop-in span of the bridge. The design shall incorporate any temporary works needed to enable the safe removal of the span.

The remaining structure must be left in a safe state for river users / public using the footpath. The *Contractor* shall ensure appropriate temporary works are in place and that care and attention is taken when the centre drop-in span removal *works* are undertaken so that the remaining structure maintains its integrity. If following centre drop-in span removal the integrity of the remaining structure is in doubt due to a reason not caused by

the *Contractor*, and permanent works are required to leave the bridge in a safe condition, these permanent works will be instructed by the *Client* and a compensation event notified.

When determining the removal methodology, the *Contractor* shall consider the information detailed in the document: Temple Footbridge Technical Note 2 – Drone Survey (aka doc number: ENV0004583C-JAC-ZZ-1B120A-TN-C-0002 dated 5 March 2025), and the recent drone survey video/photos contained in the Site Information, Appendix 1. This confirms that, whilst the bridge soffits appear to be in good condition, due to the degradation of the bridge around the half joints, the centre drop-in span is no longer considered to be acting as a beam and rather acting like an arch that is wedged between the side spans.

Centre drop-in span Removal and Move to Temporary Storage Area

The *Contractor* shall carry out the *works* to remove the centre drop-in span of the bridge and move the bridge section to the temporary storage area at Harleyford Marina. This is a hard standing car park area located approximately 300m upriver, adjacent to the left river bank (when looking downstream) – see PCI document for location. The *Contractor* shall remove the centre drop-in span bridge section, move it to Harleyford Marina and crane it onto the hard standing area where it will be inspected to determine whether it can be refurbished or scrapped for recycling. The *Contractor* may need to cut the centre drop-in span section for it to be easily removed and this is acceptable. The *Client* shall be responsible for the inspection of the centre drop-in span once off loaded at Harleyford Marina, should this be necessary.

When lifting the central span or doing any *works* at either end of it, to release it from the remainder of the bridge, the *Contractor* shall ensure measures are in place to catch any debris that may become dislodged and prevent anything falling into the river. This will also apply to ensure that materials do not fall off when the span is being manoeuvred onto the barge and transported to the compound area at Harleyford Marina.

Safety during the lifting operation to remove the centre drop-in span is paramount and should be at the forefront of planning when determining the appropriate methodology.

Transportation from Temporary Storage Area

Following the inspection of the bridge section at Harleyford Marina, if it can be refurbished, it will be transported to Caversham Lakes depot for longer term storage. If it cannot be refurbished, or has been cut during removal, the bridge section will be dismantled and transported to an appropriate location for recycling. This phase will be instructed by the *Client* and a compensation event notified following the inspection of the bridge section. **The *Contractor* is required to provide a separate indicative cost for transportation to Caversham Lakes depot for planning purposes as part of the Tender, however, this will not be included in the total of the prices nor evaluated.**

Contractor requirements relating to all relevant *works* are:

- The *Contractor* shall fulfil the Principal Contractor (PC) role and discharge the duties in accordance with the requirements of:
  - The Construction (Design and Management) Regulations 2015 (CDM), with particular reference to regulations 12, 13, 14, 15 and part 4.

  And

  - The *Client*'s Safety Health and Wellbeing Code of Practice (SHEW COP). See Appendix 4.

  Requirements are to include (and are not to be restricted to):

  - Preparation of a detailed Construction Phase Plan (CPP) and any other critical information is to be produced and accepted by the *Client* before commencement. Note: A suitably developed CPP must be issued for acceptance not less than 10 days prior to planned mobilisation. Pre-construction Information (PCI) is provided by the *Client*.

- The *Contractor* shall produce a Site Waste Management Plan (SWMP). Re-use or recycling of materials should be carried out wherever possible. Any waste generated on *site* should be disposed of off-site in accordance with waste management regulations.
- A site specific Traffic Management Plans should consider any interruptions/diversions to public rights of way, and these should be avoided where possible. These should apply to transport by land and river where applicable.
- A site specific Hazard Map shall be produced by the *Contractor* as per section 3.3.3 of the SHEW COP. This should be in a format that can be reused by the *Client*.
- Provision of appropriate welfare facilities where necessary.
- Updating and adherence to the Environmental Action Plan (EAP).

- Liaison with private landowners will initially be carried out through the *Client's* Estates Team and any compensation required for use of land will be negotiated by the *Client*.

- The *Contractor* shall accept any risk surrounding likely damage caused by their method of working for the *works* (not including the centre bridge section itself).

- Existing overhead structures and cables which could be affected during the works should be protected by the *Contractor*.

- The *Contractor* shall carry out detailed design and submit design drawings, for all elements of the proposed works, to the *Client* for acceptance, allowing for amendments in line with the Scope, with at least 10 working days allowed in the programme for review. The *Contractor* is to provide detail on any assumptions made.

- The *Contractor* shall provide a Carbon Calculator and associated reports.
- The *Contractor* shall independently obtain and include all costs associated with any environmental permits, licences, consents, and approvals required to deliver the *works*.
- The *Contractor*, as Operator will, in accordance with clause Z2.2, be required to sign and pay for a Flood Risk Activity Permit (FRAP). The *Contractor* will need to prepare and submit FRAP applications within a week of Contract Award to enable works to start on site in line with the timescales set out in this Contract.

- Access must be maintained at all times to locks, lock houses, other buildings, operational plant and telemetry equipment adjacent to the *works*.

- Preparation of 'as built' drawings and Provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance). These will be added to existing Health and Safety Files provided by the *Client*. If only temporary works designs are completed the 'as built' drawings can be in the form of red lined amended original drawings of the bridge showing the section has been removed.

Information Management Requirements

Document formats

All documents are to be delivered in Digital open-source format

The following are to be issued in templates specified and/or agreed to by the *Client*:

- Health and Safety file
- LOLER certification
- Contract communications

Document delivery process

Following contract award, the *Client* will provide an Information Delivery Plan (IDP) for naming of documents to be provided by the *Contractor* as per information and document requirements in the scope.

File naming will be according to BIM metadata standards as provided by the *Client*.

The *Client* will provide details on access to relevant *Client*-managed systems (Fastdraft, Asite and Sharepoint).

All project documents listed on the IDP should be provided by the *Contractor* to the *Client* as follows:

- Documents submitted for review are to be issued via Fastdraft.
- Some documents may also be shared via the *Client's* Sharepoint site on request.
- Final accepted versions are to be uploaded to Asite (the *Client*'s asset information management system). N.b. Asite upload will not apply to formal contract communication prior to Completion which will be carried out on Fastdraft.

2. Drawings

Nil

Drawing Number	Revision	Title

3. Specifications

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
The civil engineering works are to be constructed to the 'Civil Engineering Specification for the Water Industry, Seventh Edition', published by the Water Industry Research Ltd in 2011.	7th Edition	yes

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

General constraints

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* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and updates to the Environmental Action Plan (EAP) prior to starting the *works*.

3. The *Contractor* should advise on need for interruptions, providing the *Client* with a minimum of 4 weeks' notice. The *Client* will be responsible for issuing Harbour Master Notices and any other notifications and correspondence with river users and local residents.

4. The *Contractor* should advise on need for path closures, diversions, and interruptions to navigation, providing the *Client* with a minimum of 4 weeks' notice. The *Client* will be responsible for arranging path closures and diversions, including the Thames Path, with the relevant authority. The *Contractor* will be responsible for closure and diversion signage as part of the site signage planning.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

5. Requirements for the programme

The *Contractor* shall submit a programme with the *Contractor's* Offer for acceptance.

Following contract award, a programme is to be submitted every month (in the form of a Gantt chart) for acceptance by the *Client*.

The *Contractor* must show on each programme submitted for acceptance the following:

a) Critical path
b) Period required for mobilisation/planning and post contract award
c) Contract *starting date*
d) Design activities
e) Each of the activities listed within the Price List/Scope
f) Anything required from the *Client*, including any periods for review/acceptance.
g) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents e.g. FRAP/waste permits.
h) Construction starting date
i) Construction finish date
j) Testing
k) Planned completion date
l) Contract Completion Date
m) All time risk allowances and float

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

The *Client* shall not provide any services or "free issue" Plant and Materials and equipment.

Site Information

The Site Information below is included at Appendix 1:

Description:
EA Towpath Bridge Inspection date 16/09/2011.
Riddwood Consulting Engineers Bridge Inspection Report (included 2 Appendices) dated 28/04/2017.
Jacobs Temple Footpath Bridge Technical Report dated 08/04/2020.
Capita Principal Bridge Inspection report dated 02/05/2022.
Inertia Consulting Enhanced General Inspection Report dated 16/10/2024.
Jacobs Technical Note - Inspection of Temple Footbridge near Marlow – 14th and 15th October 2024.
Jacobs Technical Note - Temple Footbridge Drone Survey dated 5 March 2025.
Drone Survey Photos/Videos dated Feb 2025.
Buckinghamshire Council Bridge Design Drawings ENG11888 01-018 series dated 02/1987.
Buckinghamshire Council Bridge Design Calculation Report for Temple Footbridge E351-A dated 06/01/1989.
Sarum Hardwood (Manufacturers) Temple Footbridge Bridge Drawings E351 1A-8A and 1W-3W series dated 12/1988.
NRA Drawings B02S1570/0-2 dated 10/1990.
River Level data The *Contractor* is referred to the publicly available websites, which provides real time information relating to the flow and water levels at the sites referred to within this contract, together with longer term trends. https://check-for-flooding.service.gov.uk/river-and-sea-levels?river-id=river-thames or www.gaugemap.co.uk

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	[redacted]	
2.		
3.		
4.		

Appendices:

1. Site Information.
2. Environmental Action Plan.
3. SHEW CoP.