



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	
For	Zouch Radial Gate Replacement Footbridges
	Contract Forms <ul style="list-style-type: none"> - Contract Data - The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance - Price List - Scope - Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Rothley Office & Depot, 56 Town Green St, Rothley, LE7 7NW	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Replacement of 2 No. 10m Footbridges	
The <i>site</i> is	Zouch Radial Gate Structure, Zouch, Loughborough, LE12 5EQ	
The <i>starting date</i> is	27/09/2024	
The <i>completion date</i> is	31/03/2025	
The <i>delay damages</i> are	nil	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is :		

In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an *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.
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Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	The Contract Price
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

The <i>Adjudicator nominating body</i> is		The Institution of Civil Engineers
The <i>tribunal</i> is		litigation in the courts
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions		
Only enter details here if additional conditions are required.		
Z1.0	Sub-contracting	
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.	
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice.	
Z2.0	Environment Agency as a regulatory authority	
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.	
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.	
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.	
Z3.0	Confidentiality & Publicity	
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.	
Z4.0	Correctness of Site Information	
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.	
Z5.0	The Contracts (Rights of Third Parties) Act 1999	
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.	
Z6.0	Design	
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.	
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.	
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.	
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.	
Z7.0	Change to Compensation Events	
Z7.1	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events	

	<ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name		
Address for communications		
Address for electronic communications		
The fee percentage is		%
The people rates are	As per framework	
category of person	unit	rate
The published list of Equipment is		As per framework or CECA
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

██████████

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

██████████

Position

██████████

Signature

██████████████████

Date

20/09/2024

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

Signed on behalf of the *Client*

Name

██████████

Position

██████████

Signature

██████████████████

Date

27/9/24

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
	<u>Design Costs</u>				
ZFB1	Project inception meeting and site visit	Sum	1	■■■■■	■■■■■
ZFB2	Completion of outline costs at outline design stage for EA acceptance				
ZFB3	Project design meetings on site and or at EA Rothley Office				
ZFB4	Complete and supply the H&S File including as-built construction drawings				
ZFB5	Investigation of the construction of the existing abutments	Sum	1	■■■■■	■■■■■
ZFB6	Ground investigation of the bearing capacity of the crane area (not deemed required)				
ZFB7	Completion of outline designs for EA acceptance to take forward to detailed design	Sum	1	■■■■■	■■■■■
ZFB8	Completion of detailed design, AFC drawings and material specifications for the works for EA and if required local authority acceptance				
ZFB9	Apply for and secure the Flood Risk Activity Permit for the works	Sum	1	■■■■■	■■■■■
ZFB7	Arrange for and have completed an independent design check on the final bridge designs to be carried out by a consultant/company other than the designers company. Results of which to be supplied to the EA (Provisional Sum)	Sum	1	■■■■■	■■■■■
	Sub Total				■■■■■
	Fabrication & Installation Costs				
ZFB10	Project supervision and management including third party liaison	Sum	1	■■■■■	■■■■■

ZFB11	Mobilisation/demobilisation of equipment and welfare facilities	Sum	1		
ZFB12	Fabrication of the 2no footbridges to the EA approved designs	Sum	1		
ZFB13	Removal and disposal of the existing 2 no footbridges				
ZFB14	Installation of 2no new footbridges				
ZFB15	Complete a Principal Inspection of each bridge and supply a conformance certificate				
	Sub Total				
The total of the Prices					

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.

Per Tender Offer T6502/HH/01 dated 18th September 2024

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

1. Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

Project Objectives

Recent inspections of the bridges have highlighted a number of issues with each of the bridges and these have now both been closed to pedestrian traffic and therefore there is now a requirement to replace both these footbridges. The upstream footbridge is a public right of way as part of Leicestershire public footpaths K77/5 and K81/6. The downstream bridge is used for operational maintenance of the structure.

Description of the works

The works that the *Contractor* is to carry out shall include the following

1. Planning & Permits
 - a. Any planning requirements will be agreed by the *Client* and local planning authority. The *Contractor* to liaise with the *Client* regarding any planning requirements.
 - b. Apply for and secure the Flood Risk Activity Permit from the Environment Agency.
2. Existing Footbridges

Removal and disposal of both the existing footbridges, the *Contractor* to liaise with the *Client* regarding any parts of the bridges to be retained by the *Client*.
3. Ground Investigation
 - a. Existing abutments - The *Client* has currently been unable to find the construction details of the concrete walls and abutments for the existing bridges, These are currently being searched for however if they are not found the *Contractor* should carry out their own investigation if deemed necessary.
 - b. Existing grasscrete area - The *Client* has only been able to supply the design details of the grasscrete area with no bearing capacity details. The area is current assumed to have the capacity of take 40 tonnes however if deemed necessary the *Contractor* should carry out their own investigation.
4. New Bridges
 - a. Designed to relevant British Standards and Eurocodes as follows;
 - i. Design life – Minimum 75 years;
 - ii. Design load – 5kN/m²;
 - iii. Width/Length – as per existing bridges (subject to confirmation from planning via the *Client*) to sit on existing abutments;
 - iv. All steel items to be galvanized and painted to with colour to be confirmed by the the *Client*;

- v. Bridges to be designed with minimal future maintenance requirements;
 - vi. The bridge lead designer is to be a Chartered Structural Engineer with at least 10 years experience in bridge design.
- b. The *Contractor* is to arrange for and have completed an independent design check by a Chartered Structural Engineer on the final bridge design to be carried out by a consultant/company other than the designers company. Results of which to be supplied to the *Client* before the final design will be accepted;
 - c. The *Contractor* is to arrange for and manage the installation of both bridges;
 - d. Following completion of the installation of both bridges the *Contractor* is to provide a Principal Inspection certificate to confirm that the bridges meets the requirements of the agreed specification.

General Contract Requirements

The *Contractor* will undertake a pre-condition survey prior to the start of works (to include as a minimum accesses, adjacent land, storage and compounds). These areas must be reinstated prior to the *Contractor* leaving site.

Pollution prevention measures to be undertaken in accordance with the Environment Agency's SHEW CoP Section 4.36

The *Contractor* must make good any damage caused during the works.

Construction Works

The *Contractor* will provide the following for each site or group of sites:

- Start Up Meeting including *Client* and Principal Designer;
- Ongoing liaison with the Principal Designer;
- Removal and disposal at an appropriate facility all waste materials arising from the works;
- Prepare and complete a SWMP;
- Supply of a Health & Safety File for the completed works including as-built drawings.

Traffic Management

Where required the *Contractor* will erect site signs and Traffic Management prior to commencement of work. The *Contractor* will ensure that all necessary approvals are granted before installation of traffic management.

Access to the Working Areas will be arranged by the Client.

The *Contractor* shall notify the *Client* 4 weeks in advance of his intention to first enter or occupy the Site.

The *Contractor* shall provide the following information to the *Client* no less than 4 weeks prior to intended first entry to each area of ownership or occupation with the Working Areas:

- Marked up plan of the Working Area required
- Duration of the works and entry requirements
- Details of the works to be undertaken
- Access, security and temporary fencing arrangements
- Site safety requirements per Notification of Entry

The *Contractor* shall maintain safe access and egress routes for pedestrians and vehicles where existing routes are affected by the works. The safe access and egress route must be agreed with the *Client* at least 4 weeks before the works in the relevant part of the Site commence.

Services

The *Contractor* is to identify and mark up all overhead and underground cables following the requirements of the Environment Agency SHEW Cop Section 4.20. Where services are identified suitable control measures are required prior to work commencing.

Working times

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

No work shall be executed outside of these times or on weekends and Public Holidays without the prior written acceptance of the *Client* and a minimum notice period of 2 weeks is required. Such acceptance will be influenced by the time of sunset, anticipated noise, odour and artificial light emissions from the works, proximity to property, use of public roads and any other considerations that could cause disturbance to members of the public.

Where required local residents will be informed at least 2 weeks in advance of the location and extent of the works. Any emergency or incident response works may be carried out outside of these hours if necessary.

Methodology Statement

Prior to the start of construction work, the *Contractor* must produce a Construction Phase Health and Safety Plan that, amongst other things, contains:

- A schedule of activities for which risk assessments and method statements must be prepared;
- The Contractor's arrangements for the preparation and approval of risk assessments and method statements;
- The schedule of risk assessments and method statements must meet the requirements of the Construction Design and Management Regulations;
- The Contractor will be free to add to the schedule as the work progresses.

The *Contractor* will ensure the risk assessments and method statements for each operation includes;

- Risk assessments of the work;
- People and resources proposed;
- Timing and sequencing of construction, materials, plant and equipment;
- Details of temporary works;
- Indication of activities that represent a higher level of safety, health and environmental risk;
- Safety, health and environmental controls proposed; and,
- Any permit to work proposals.

The *Contractor* submits the required risk assessments and method statements to the *Client* two weeks before starting the tasks to which they refer. The *Contractor* must ensure that risk assessments and method statements are approved by the authorised individual within his own organisation before submission.

Method statements shall include full particulars of the methods, timing and sequence of construction.

The *Contractor* does the work in accordance with the method statement.

Survey Requirements

All survey work including topographical and as-built surveys to be carried out in accordance with the Environment Agency National Standard Technical Specifications for Surveying Services, Version

4.01.

CDM Requirements

The *Contractor* shall assume the role of Principal Contractor upon award of the Contract.

The *Contractor* is required to liaise with the *Client's* CDM Principal Designer.

If required a copy of the HSE Notification (F10) shall be provided to the *Contractor* by the Principal Designer prior to commencement of the works

The *Contractor* shall be cognisant of the CDM Pre-construction Information, the *Client's* Health and Safety Policies and the 'SHEW Handbook' and must ensure full compliance with the *Client's* 'Safety is Paramount' code of practice. The *Contractor* shall ensure that all parties under sub-contract are cognisant of the requirements of these documents.

The *Contractor* shall prepare the Health and Safety (Construction Phase) Plan before work commences on site. The *Contractor* shall issue the Health and Safety Plan to the *Project Manager* for acceptance. The Health and Safety (Construction Phase) Plan has to be accepted by the *Project Manager* before work can commence on site.

Final Clean

On Completion, the *Contractor* returns the roads, footpaths, car parks and any other areas affected by the works to a condition not inferior to that pertaining at the commencement of the works. All debris, unused materials, equipment and temporary works are to be dismantled and cleared from the site.

Completion

The following are absolute requirement for Completion to be certified, without these items the *Client* is unable to use the *works*:

- Certificate of conformance that the bridge meets all the required specifications;
- Electronic copies of the As Built drawings and one electronic version in both pdf and dwg formats;

The *works* required to be done by the Completion Date is:

The whole of the *works*

Prior to Completion, the *Contractor* provides the following information in electronic format to the Principal Designer for inclusion in the Health & Safety File:

- a. Description of the *works*;
- b. Accurate drawings showing 'As-Constructed' details;
- c. Public utilities & services – uncharted services to be marked up on record drawings; chartered service positions to be confirmed on record drawings; overhead services to be confirmed on record drawings;
- d. COSHH – lists substances hazardous to health & specific precautions that must be taken as a result of their presence;
- e. Information on any unforeseen hazards encountered during construction;
- f. Residual hazards & risk assessment.

The above list is not exhaustive and reference is required to *Client's* Health & Safety File requirements. The *Contractor* shall make allowance in his programme for liaison with the Principal Designer and the *Client* in providing the relevant information for the Health & Safety File prior to Completion.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Civil Engineering Specification for the Water Industry	7 th Edition	Yes
Clients Minimum Technical Requirements	LIT 13258 30/12/2021	No
Environment Agency SHEW-COP	LIT 16559 12/12/2023	No
Environment Agency National Standard Technical Specifications for Surveying Services	V4.01 June 2018	
Environment Agency Designers Red and Green List	11_12_SD01_v12 Feb 2021	No
DMRB Volume 2 Section 2 BD 29/04 – Design Criteria for Footbridges	July 2004	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*.

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. Access to be maintained 24/7 to the Environment Agency radial gate controls

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) FRAP period
- (c) Design and all required approvals
- (d) Fabrication period
- (e) Installation dates
- (f) Delivery of final H&S File
- (g) Completion date

Contractor to provide monthly programme updates and to attend monthly progress meetings.

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

Describe what the *Client* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

Item	Date by which it will be provided
1. Disconnection of electrical equipment on the bridges	Before start of bridge removal
2. Isolation of the radial gate operation during the installation period	Before start of installation
3. Notice of entry to affected landowners	2 weeks before start of works

Site Information

See Pre-Construction Information (PCI) pack

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
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1.	<p>Dixon Engineering Limited, Robian Way, Swadlincote, Derbyshire, DE11 9DH, UK</p> <p>Whitehouse subcontract with back to back NEC4 Engineering and Construction Short Contract terms</p>	Bridge Fabrication and Install
2.	<p>ASP Design & Engineering Consultancy, Point One, Tournament Way, Ashby-de- la-Zouch, LE65 2UU, United Kingdom</p> <p>Whitehouse subcontract with back to back NEC4 Engineering and Construction PSC terms</p>	Bridge Design
3.	<p>Form of Contract:</p>	
4.	<p>Form of Contract:</p>	