

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Land & Water Services Limited Albury Mill, Mill Lane, Chilworth, Guildford, GU4 8RU
For	Asset Reconditioning Programme 24/25 Scoping Work
	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	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Scoping activities for the reconditioning of damaged flood defence assets	
The <i>site</i> is	Multiple assets as defined within the scope	
The <i>starting date</i> is	28/10/24	
The <i>completion date</i> is	31/12/2024	
The <i>delay damages</i> are	<i>Nil</i>	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 *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.
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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	<p>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.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>	
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	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power 	

	<ul style="list-style-type: none"> • 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	Land & Water Services Ltd	
Address for communications	Albury Mill, Mill Lane, Chilworth, Guildford, GU4 8RU	
Address for electronic communications	[REDACTED]	
The fee percentage is	As Lot 1 framework	%
The people rates are	As Lot 1 framework	
category of person	unit	rate
The published list of Equipment is		As Lot 1 framework
The percentage for adjustment for Equipment is		As Lot 1 framework

Contract Data

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

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

██████████

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

██████████

Position

██████████████████

Signature

██████████████████████████████

Date

11.10.24

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

Signed on behalf of the *Client*

Name

██████████

Position

████████████████████

Signature

████████████████████

Date

24/10/2024

Price List

Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item Number	Description	Unit	Quantity	Rate	Price
	Develop the scope of work at the following 5				
1					
2					
3					
4					
5					
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.

Scope

1. Description of the works

The Environment Agency (EA) Project and Contract Management (PCM) team for the North East (Yorkshire) Hub are seeking to appoint *Contractors* through Lot 1 of the Asset Operation, Maintenance and Response (AOMR) Framework to deliver asset reconditioning projects across the region.

This work is to develop the scope of work at 5 assets within this programme for delivery allowing these to progress to construction.

The contractor is to produce 5 No scoping reports for the sites listed below

Asset Reference	Asset Name
78965	Manor Farm, Brawby
28463	Glebe Farm embankment LB
252826	Kirkham Abbey Sluice
77402	Malton & Norton FAS - Wall
68076	Priorpot Access steps

These scoping reports will contain sufficient information to be added to an ECSC contract for delivery as the scope for each site. This will include but is not limited to:

- Details of the defect requiring reconditioning at each site
- Proposed solution to correct the defects at the site
- Health and safety risks associated with the proposed solution
- Environmental constraints and any surveys required
- Permits required for the site to move to construction
- Surveys required ahead of construction
- Any site constraints
- Location of the site
- Proposed access route to the site
- Site photographs

The *Contractor* is to arrange a visit to each site as part of producing these scoping reports.

Scoping reports are complete once accepted by the *Project Manager* and the *Client's* Senior User.

The site details below give further detail on the work required to be scoped at each site. The details of the work at each site are to be assessed and included within the scoping reports.

78965 - Manor Farm, Brawby

Excavate a trench adjacent to the sheet piling at the furthest section on the downstream end, to ascertain the piling depth. Width and length of trench to be kept to a minimum size required for excavating the depth required. This location for the trench is the furthest away from active badger sett

entrance. Due diligence and caution required when excavating for additional sett entrances or badger activity. Access to the site is via the dry side berm and around the embankment face or crest.

Set permanent topo markers in locations along this section to help survey any embankment movement and subsidence. This will help identify badger activity causing embankment and piling instability. Undertake full topographical survey of this section of embankment.

28463 - Glebe Farm embankment LB

Badger Sett Works. It is unlikely that we will be able to exclude the badgers indefinitely, so the ideal repair would be to install sheet piles. The use of sheet piles will limit badger activity to the dry side of the defence, therefore avoiding burrows creating a flow path from the wet to the dry side of the defence.

The project will be restricted and driven by badger exclusion timeframes. A permit is required to exclude them from site starting on the 1st July. 28 days of inactivity at the sett is required before works can begin. Need to have permit and design all in place ahead of this. Therefore, the work required is design and planning for delivery next year.

252826 - Kirkham Abbey Sluice

Installation of 2 Sets of stop logs at Kirkham Sluices. There are existing rebates in concrete superstructure however each set of stop logs need to be over 5m long. The height of the stop logs needs to be confirmed but in normal conditions they will need to retain around 1.6 metres and be of robust enough design to withstand overtopping during flood events.

Dive Team expected to carry out fingertip inspection of rebates to ensure structural stability and dimensions. Some demolition work may be required in order to facilitate stoplog access into rebates.

77402 - Malton & Norton FAS – Wall

The project is to make structural and remedial works to foundation stabilisation, brickwork repair, expansion joint replacement and tarmac footpath surface as a PSRA and flood defence concern.

68076 – Priorpot Access Steps

Design, construct and install 2no. pedestrian access steps with handrails up and over floodwall/embankment.

Design, construct and install 1no. pedestrian access foot bridge with handrails over Priorpot Beck watercourse to access opposite bank to aid Field Team operatives.

Design of access steps and foot bridge TBC. Options for in-situ concrete, galvanised steel or GRP to be considered or a combination.

2. Drawings

N/A

3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements—Standard (LIT 13258)	V-13	

Minimum Technical Requirements—Environment and Sustainability (LIT 65150)	V-2	
SHEW CoP	V 6	

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

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*

Item	Date by which it will be provided
Fastdraft Access	Within 2 weeks of contract award
Access to each part of the <i>site</i> .	A week prior to access date (where applicable)

Site Information

78965 Great Barugh Badgers PCI

28463 Brawby Badgers PCI

252826 Kirkham Sluice Stoplogs PCI
77402 Malton PSRA Ramp PCI
68076 Priorpot Access Steps PCI

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:	