



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

| | |
|-------|-------------------------------------|
| V 1 | Go live template |
| V 1.1 | Reversion to Bidder pack conditions |
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| | |

NEC4 Engineering and Construction Short Contract

| | |
|--------------------|---|
| | |
| A contract between | The Environment Agency Horizon House Deanery Road Bristol BS1 5AH |
| | |
| And | Fairfield Control Systems Ltd |
| | |
| For | Worth Farm Hydraulic System Servicing |
| | 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 | | |
| | | |
| Address for electronic communications | | |
| | | |
| The <i>works</i> are | Worth Farm Hydraulic System Servicing | |
| | | |
| The <i>site</i> is | Worth Farm, BALCOMBE ROAD (B2036), CRAWLEY, EAST SUSSEX RH10 | |
| | | |
| The <i>starting date</i> is | 18-08-2025 | |
| | | |
| The <i>completion date</i> is | 01-12-2025 | |
| | | |
| The <i>delay damages</i> are | | |
| | | |
| 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 | 20th | 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. |
|--------------------------------------|--|-------------------------------|

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 | Contract Price |
|--|----------------|

| | |
|---|------|
| The <i>Client</i> provides this insurance | None |
|---|------|

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 £..... 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 a valid 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 • 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 |
| 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. |
| Z12.0 | Packaging |
| Z12.1 | For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack |
| 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 Contract Date 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 Average Weekly Earnings index (Construction)(AWE) 1 – month rate]</p> <p>The Average Weekly Earnings index (Construction)(AWE) 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 [Client set] 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 | Fairfield Control Systems Ltd | |
| | | |
| Address for communications | | |
| | | |
| Address for electronic communications | | |
| | | |
| The fee percentage is | | |
| | | |
| The people rates are | | |
| | | |
| category of person | unit | rate |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| The published list of Equipment is | | |
| | | |
| The percentage for adjustment for Equipment is | | |
| | | |

Contract Data

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

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

| | |
|------------------------------------|-------------|
| The offered total of the Prices is | £ 74,993.99 |
|------------------------------------|-------------|

| |
|--|
| Enter the total of the Prices from the Price List. |
|--|

Signed on behalf of the *Contractor*

| | |
|------|--|
| Name | |
|------|--|

| |
|----------|
| Position |
|----------|

| |
|-----------|
| Signature |
|-----------|

| |
|------|
| Date |
|------|

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

Signed on behalf of the *Client*

| | |
|------|--|
| Name | |
|------|--|

| |
|----------|
| Position |
|----------|

| |
|-----------|
| Signature |
|-----------|

| |
|------|
| Date |
|------|

Price List

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

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

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

| Item Number | Description | Unit | Quantity | Rate | Price |
|-------------|---|------|----------|------|-------|
| 1 | Preparation of a detailed Construction Phased Plan (CPP), Risk Assessment and Method Statements (RAMS) in accordance with the SHEW Code of Practice and any other information as per existing contract. | | | | |
| 2 | Mobilisation as required to carry out the works in this area. | | | | |
| 3 | Preliminaries and supervision, including plant, labour and material. | | | | |
| 4 | Maintain suitable site welfare, site security and compound. | | | | |
| 5 | Inspect and clear trash screens while the contractor is on site. Allow for safe access for the Employers staff when not on site | | | | |
| 6 | FRAP application if necessary | | | | |
| 7 | Work related to hydraulic system | | | | |
| 7.1 | CCTV survey of the hydraulic hose ducts | | | | |
| 7.2 | Any work recommended following action 7.1 | | | | |
| 7.3 | Inspection and Servicing of whole Hydraulic System that will not cover under items 7.7, 7.8 and 7.10. | | | | |
| 7.4 | Condition assessment of penstocks | | | | |

| | |
|------|---|
| 7.5 | Any work recommended following action 7.2 |
| 7.6 | Review manufacturer's maintenance programme (H.16) and recommend the maintenance/replacement frequency |
| 7.7 | Replacement of hydraulic oil tanks with new stainless-steel tanks showing visual indications of oil levels, hydraulic pressure gauge and with provision of taking oil samples and refill. |
| 7.8 | Replacement of entire hydraulic hoses and pressure test (including hoses connection to oil tank), include for any joints. |
| 7.9 | Close off at the end of duct at the inlet wall |
| 7.10 | Calibration of Balluff digital displays (including provision for display to show percentage gates open position). |
| 7.11 | Contractor to agree with employer a means of deploying contingency plan while the work is proceeding i.e when the hoses are isolated |
| 8 | Work related to Chambers |
| 8.1 | Inspect chamber and covers to address damage, leaks and issue with the locks |
| 8.2 | Any work recommended following action 8.1 |
| 9.1 | SAT for work completed |
| 9.2 | Disposal of any arisings not suitable for use |
| 10 | Any other work contractor considers necessary to comply with contract, particularly the PCI including connecting the penstock and working in and around the trash screen |
| 11 | Any other work contractor considers necessary to comply with SHEW Code of Practice |
| 12 | Site reinstatement and demobilisation not included previously |
| 13 | Compile as built drawings and any new specification to put in Health and Safety File. |
| 14.1 | Main penstock cylinder sensor |
| 14.2 | Overflow penstock cylinder sensor |
| 14.3 | Sensor magnet |

THIS LIST CONTAINS COMMERCIAL SENSITIVE DATA, PLEASE REDACT BEFORE

| | |
|--------------------------------|-------------------|
| PUBLISHING | |
| The total of the Prices | £74,993.99 |

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

Worth Farm Reservoir Hydraulic system servicing and replacement of hydraulic hoses

- i. The servicing of hydraulic system and replacement of hydraulic hoses etc

Please refer to scope document (Worth Farm Hydraulic System Servicing Scope 29052025 - V3.doc) provided for details.

The pricing of the job needs to be based on the scope and the price list. If any item on price list is missing, contractor to add for client's review.

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.

Work necessary to service Hydraulic System and replace hydraulic hose

- i. Replacement of all hydraulic hoses.
- ii. Replacement of hydraulic oil tanks with new stainless-steel tanks.
- iii. Carry out calibration of Balluff digital displays.
- iv. Service the whole hydraulic system including replacement of hydraulic pumps and hoses. New penstock cylinder sensors are now included in the scope
- v. Conduct a visual condition inspection of penstocks.
- vi. Conduct SAT test and provide certificate
- vii. Provide H&S file including the specification of all the materials replaced/used.

The pricing of the job needs to be based on the scope (Worth Farm Hydraulic System Servicing Scope 29052025 - V3.doc, this document will be revised as when necessary, until final NEC4 documents is signed by the Client and the contractor) and the price list above. If any item on price list is missing, contractor to add for client's review

2. Drawings

List the drawings that apply to the contract.

| Drawing Number | Revision | Title |
|----------------|----------|--|
| 1 | 1 | Access map |
| 2 | | B1556000-WF-201_RevD01 |
| 3 | | B1556000-WF-231_RevD01 |
| 4 | | B1556000-WF-300_RevD01 |
| 5 | | B1556000-WF-301_RevD01 |
| 6 | | B1556000-WF-401_RevD01 |
| 7 | | B1556000-WF-402_RevD01 |
| 8 | | B1556000-WF-411_RevD01 |
| 9 | | B1556000-WF-501_RevD01 |
| 10 | | 15 - 6926-HPK2 |
| 11 | | 20 - J920_01 GA Trash Screen & Maintenance |

| | | |
|----|--|---|
| 12 | | 21 - J920-03 Screen details |
| 13 | | 23 - J920 Trash Screen Top Landing |
| 14 | | 27 - 6926-1 |
| 15 | | 28 - 6926-2 |
| 16 | | H1.8 Part Lists and Drawings |
| 17 | | H1.9 Hydraulic System Details |
| 18 | | H1.10 Kiosks |
| 19 | | H2 - 8905690010 Worth Farm Line Drawing |
| 20 | | H3 - 8905690011 Worth Farm Line Drawing |
| 21 | | H4 - 8905690012 Worth Farm Connection Drawing |
| 22 | | H5 - 8905690013 Worth Farm Connection Drawing |
| 23 | | H6 -8905690014 Worth Farm Connection Drawing |
| | | |

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) | Current issue | yes |
| Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance | Current issue | yes |
| 677_15 Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) | Current issue | |
| Guidance on the classification and assessment of waste (Technical Guidance WM3) | Current issue | |
| LIT 13258 - Minimum Technical Requirements | Current issue | |
| LIT 65150 - Minimum Technical Requirements - Environment and Sustainability | Current issue | |
| Comply with MEICA standard | Current issue | |
| CDM Regulations 2015 | Current issue | Yes |
| F1.5 Hydraulic oil | Current issue | |
| H1.6 Maintenance Programme | Current issue | |

| | | |
|--|---------------|--|
| H1.7 Maintenance Requirements | Current issue | |
| Health and Safety File Worth Farm_Rev A02_19-08-2014 | Current issue | |
| Worth_Farm_FSA_HS_OM_Aug_2014 | Current issue | |

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*.

A public footpath uses the access track for ~150 m from Gate No. 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 (RAMS) related to this contract.

The *Client* will be present on the first day on site to issue a 'Permission to Work' to the *Contractor*. The *Contractor* must not start on site without this document.

Waste transfer regulations- *Contractor* shall provide valid waste carrier licence, or that of the subcontractor if disposal of the waste generated in delivering the works is sub-contracted.

Complete the temporary works design where appropriate, Buildability Statement, RAG list and Designers Risk Assessment. This must be submitted to the Principal Designer or the *Client's* CDM Advisor as early as practical but at least a minimum of 10 working days prior to the planned start of any construction phase (including advanced works, site investigation or other construction activities).

The main penstock is under the debris screen and will require working from height and appropriate safe system of work.

The work should be programmed for dry period.

The contractors will be required to do a daily clearance of the trash screens on the inlet to the main culvert to reduce the impounding effect whilst on the site. Allow out of hour safe access to EA operatives.

When the reservoir level hits 82.0mAOD, the contractor will contact the Employer and discuss risks of continuing works. This is a probable compensation event. Refer EA contingency plan for details.

Should the reservoir rise to the level of 83.30mAOD, all work to be stopped, and contractors are to leave site, this will be a Compensation Event. Refer EA contingency plan for details.

The contractor shall register online with the Environment Agency to receive flood warnings prior to works starting

Specific Environmental Constrains

American signal crayfish records are found throughout the channel – and there may be a chance the works and staff encounter these. There is no need to order a dispatch of found creatures, simply return them to the immediately local water or a nearby bush.

If crayfish are encountered, please take two clear photos (one of the undersides, one of the topsides) & send to PM so we are aware of the current presence.

Aquatic INNS (and pathogens) may be easily transferred from site via PPE, tools and temporary equipment. The contractors should consider ways to check, clean and dry everything that gets extracted from the water. As well as arrive on site clean too.

Please note, that disinfectant such as virkon/virkon should be applied after the initial cleaning inspection stage. This will treat against pathogens only (American signal crayfish are known vectors for crayfish plague).

Equipment may also be rinsed with hot water (45C for 15min exposure) and is also effective to both clean and disinfect, ie. treats both pathogens and physical beasts.

Any washdown facilities created need to ensure that surface water pathways do not re-enter the nearby waterbody or a wetland habitat.

Prepare a Risk Assessment and Method Statement outlining their Method of Works and any associated risks and mitigation measures. These must be submitted to the Principal Designer or *Client* CDM Advisor as early as

practical but at least a minimum of 10 working days prior to the planned start of any construction phase (including advanced works, site investigation or other construction activities).

Equipment, temporary structures, materials, protection and tools shall be removed from the site within one week of project completion.

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 |
|-----------------------------|-----------------------------------|
| Access keys to site/gates | tbc |
| Chamber cover lifting tools | tbc |
| Keys for Kiosk | tbc |
| | |
| | |
| | |

Site Information

See in the Pre-Construction Information document

LIT 12935 - PCI Worth Farm Hydraulic System Servicing draft 4 (This is a live document and will be revised though out the project)

Proposed sub-contractors