



# Engineering and Construction Short Contract

## Contract Data Forms

June 2017

(with amendments January 2023)

# NEC4 Engineering and Construction Short Contract

A contract between	<b>The Environment Agency</b> <b>Guildbourne House</b> <b>Chatsworth Road</b> <b>Worthing</b> <b>West Sussex</b> <b>BN11 1LD</b>
And	<b>Amelio Utilities</b>
For	<b>SE Reconditioning Programme – Tranche 23/24 -</b> <b>Castle Sewer – Design and Build Works (SOP Code:</b> <b>ENV7005944R)</b>
	<b>Contract Forms</b> <ul style="list-style-type: none"> <li>- <b>Contract Data</b></li> <li>- <b>The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</b></li> <li>- <b>Price List</b></li> <li>- <b>Scope</b></li> <li>- <b>Site Information</b></li> </ul>

# Contract Data

## The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Guildbourne House, Chatsworth Road, Worthing, West Sussex BN11 1LD	
Address for electronic communications		
The <i>works</i> are	The Design and build works for Castle Sewer. AIMS Asset Reference: Outfall- 279207	
The <i>site</i> is	Castle Sewer: Rear of Riverside cottage (Adjacent to Bridge), The Street, Upper Beeding. BN44 3JA - TQ 1919010590	
The <i>starting date</i> is	03/12/2024	
The <i>completion date</i> is	30/06/2025	
The <i>delay damages</i> are	£192.85	Per day
The <i>period</i> for reply is	1	week
The <i>defects date</i> is	104	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) <b>does</b> 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 <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

## Contract Data

### The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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	
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 works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an	Minimum £5,000,000 in respect of every claim without limit to the number of claims	

employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works		
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.	

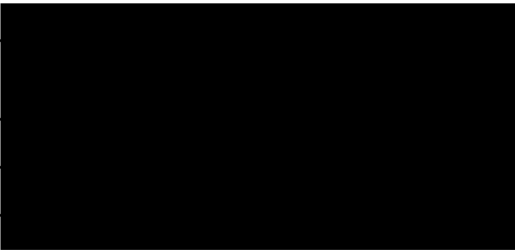
Z6.3	<p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed 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"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
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.
Z12.0	<del>Packaging</del>
Z12.4	<del>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</del>
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	Amelio Utilities Ltd	
Address for communications	5 Spinnaker Road, Gloucester, GL2 5FD	
		
Address for electronic communications		
The fee percentage is		
The people rates are	As per the framework schedule of rates	
category of person	unit	rate
The published list of Equipment is		TBC
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	£100,400.00

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

Item Number	Description	Unit	Quantity	Rate	Price
1.1	Contract Management, Project Management and Programme	Sum			
1.2	Accommodation, site welfare and / or site compound, services and facilities	Sum			
1.3	Site surveys and intrusive surveys	Sum			
1.4	Design Pack & CDM including: <ul style="list-style-type: none"> <li>• Outline Design</li> <li>• Detailed Design</li> <li>• Designer's Risk Assessment.</li> <li>• Red &amp; Green list.</li> <li>• Specifications.</li> <li>• Design Statement that explains the design philosophy standard data used and any assumptions including Buildability, Operability &amp; Maintainability Statement.</li> <li>• Carbon Calculator and Carbon Appendix for Gateways 3 and 4.</li> <li>• Design drawings.</li> <li>• Construction Phase Plan.</li> <li>• RAMS &amp; other Health and Safety Documents</li> <li>• Site Waste Management Plan</li> </ul>	Sum			
1.5	Environmental Action Plan	Sum			
1.6	Traffic Management plan and Footpath / PRow closure application	Sum			
1.7	Flood Risk Activity Permit and MMO License including fees	Sum			
1.8	Ecological walkovers, ecological consents, Natural England (NE) liaison and NE permits.	Sum			
1.9	Other ecological surveys and related mitigation plans and measures.	Sum			
1.10	Other consents, permits and licences	Sum			

1.11	Removing vegetation from the left bank of Castle Sewer, above brick wall and part of sheet pile wall, approx. 1.5m in length.	Sum
1.12	Dewatering works and fish / eels rescue plan and mitigation measures.	Sum
1.13	Repairing and sealing the crack identified at the upstream end of the left-wing brick wall of the culvert.	Sum
1.14	Cleaning of the culvert brickwork, repointing works, and repairing any defects identified in the culvert.	Sum
1.15	Replacing any broken bricks from the brick wing wall with engineering bricks 	Sum
1.16	Clearing debris and silt from the brick boxes to repair brickwork/concrete base.	Sum
1.17	BIM Execution Plan and MIDP	Sum
1.18	Inspection and test plan	Sum
1.19	Health and Safety File including O&M Manuals and As-built drawings.	Sum

**The total of the Prices**    **£100,400.00**

The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4<sup>th</sup> edition (CESMM4) as per the Framework Price Workbook.

# Scope

## 1. Description of the works

### 1.1 Project background

Castle Sewer Culvert is 6m long, located at rear garden of Riverside Cottage and beneath Riverside Walk towards River Adur, Bramber. The upstream 4m features of 1.5m diameter circular brick culvert which transitions into a 1.2m diameter precast concrete ring. The outfall headwall is built from concrete, 3.5m wide and 3m high, abutting the headwall are two masonry wing walls 2.5m high extending 1m downstream. The outfall headwall is fitted with a fish and eel friendly flap valve. Above the headwall sits a blockwork parapet wall with railings above the parapet wall is 5.5m long and 0.9m high. In addition, there is a concrete wall approx. 0.6m long and 2.5m high positioned between the left-wing brick wall and the sheet pile further upstream of River Adur. The concrete wall and the sheet piles provides a transition to the leftwing wall and the concrete headwall whilst retaining the Riverside walk. There is a brick and masonry boundary wall approx. 2.5m high x 4.5m wide on top of the culvert approx. where the precast concrete rings transition into the circular brick culvert. (See Figures 3 and 4)

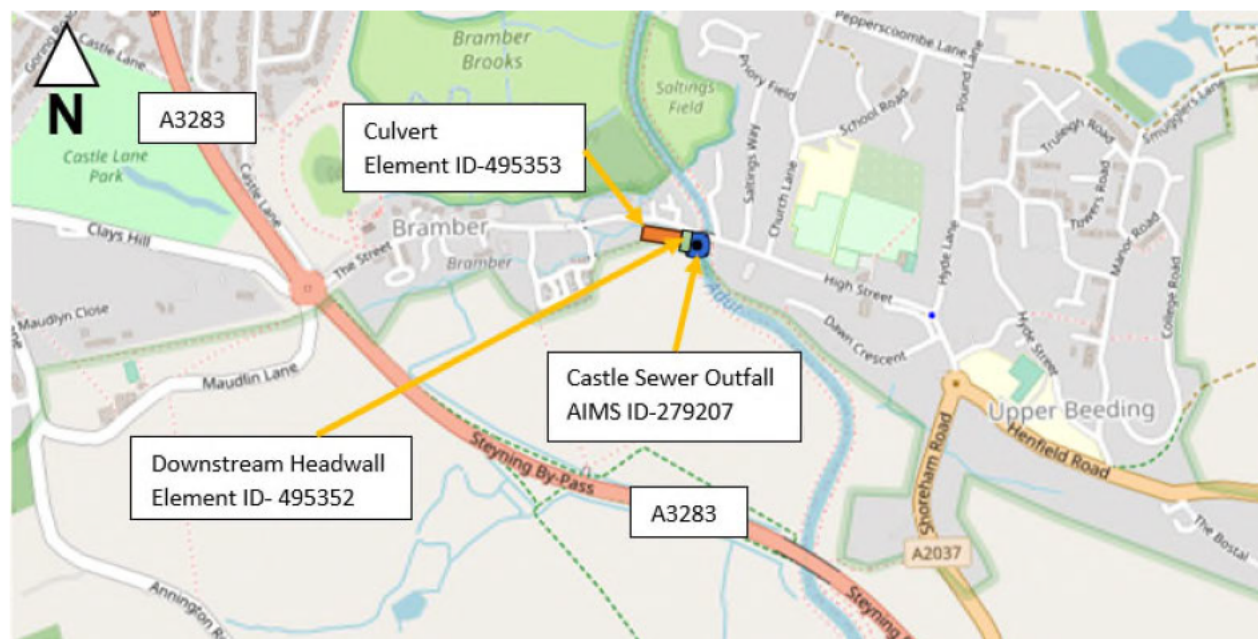


Figure 1- Site Location Map.