



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1	

NEC4 Engineering and Construction Short Contract

A contract between	
And	
For	Asset Recondition Programme (Sedgberrow Bank Repairs & Shipston Gauging Station).
	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

The *Client's* Contract Data

	The <i>Client</i> is	
Name	[REDACTED]	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Repairs to an earth embankment at Sedgberrow and replace a gauging station kiosk floor slab and access steps.	
The <i>site</i> is	Sedgberrow embankment and Shipston on Stour Gauging Station	
The <i>starting date</i> is	[REDACTED]	
The <i>completion date</i> is	[REDACTED]	
The <i>delay damages</i> are	add	Per day
The <i>period for reply</i> is	[REDACTED]	weeks
The <i>defects date</i> is	[REDACTED]	weeks after Completion
The <i>defects correction period</i> is	[REDACTED]	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	0.5	% 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	<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 • 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.
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 <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>

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		
Address for communications		
Address for electronic communications		
The fee percentage is		%
The people rates are		As per ITT Price Schedule
category of person	unit	rate
Project Manager	p/hr	
Site Agent	p/hr	
Site Agent	p/hr	
Quantity Surveyor	p/hr	
The published list of Equipment is		As per ITT Price Schedule
The percentage for adjustment for Equipment is		As per ITT Price Schedule

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

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
01	Sedgberrow – Temporary Works Installation.	1	1		
02	Sedgberrow – Optioneering and Detailed Design of permanent solution.	1	1		
03	Shipston on Stour GS – Design and Construction of new kiosk base and access steps.	1	1		
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

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.

Sedgeberrow

Following identification of erosion to a section of the left bank of the River Isbourne, The Consultant carried out a condition survey. The report findings indicated that an isolated section of the bank was posing a risk to an existing flood defence wall higher up the bank. The Consultant are producing a proposal for a temporary repair to the bank to prevent further erosion. This proposal will be available to the *Contractor* on 26/07/24. The first stage of the *works* will consist of installing the temporary repair as specified by the Consultant.

The second stage of the *works* will be for the *Contractor* to investigation and design a permanent solution and produce a price and programme for the construction of the permanent solution. The detailed design will be reviewed by the Principal Designer, the *Client's* Senior User and Project Manager.

Further information can be found the in the following document. Sedgberrow Scheme Information Document (SID) (V1)

Shipston on Stour

The *Client's* Hydrometry and Telemetry (H&T) team have identified a cracked slab to the floor of one of their river gauging stations based at Shipston on Stour. The *works* are to include investigation and identification of the possible causes for the cracking, produce a minimum of three options to rectify the problem and then design and construct the preferred solution.

Further information can be found the in the follow document. Shipston on Stour Scheme Information Document (SID) (V1)

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
LIT 13258 Minimum Technical Requirements	V13 June 2024	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*.

4.1. 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

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

4.3 Protection against Damage

4.3.1 The *Contractor* shall ensure that flood embankments, access tracks, fences, hedges, structures etc. found on site are not damaged by their activities. Such features are fully reinstated to the satisfaction of the *Client* and the landowner/occupier within the timescales detailed in the Specification.

4.3.2 The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.

4.3.3 The *Contractor* must allow a minimum of 2 weeks to allow the *Client*'s Resident Principal Designer to review construction phase plans.

4.3.4 Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the *Contractor* should assume the worst conditions when preparing his quotation.

4.3.5 Compensation will be agreed and paid by the *Client* (via its appointed land agents) to affected landowners based on the *Contractor*'s programme, proposed access routes and method statements.

Compensation claims incurred due to the *Contractor's* failure to comply with its programme, access routes and/or method statements will be passed on to the *Contractor*.

4.3.6 Where necessary the *Contractor* shall include for the removal and replacement of any gates, fences or hedges or any other measures necessary such as installing temporary tracks or crossings to facilitate access. The *Contractor* shall be responsible for reinstating access tracks/routes to the same conditions as encountered on arrival to the site.

4.3.7 The *Contractor* shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the *Client*.

4.3.8 A key, which must be returned on completion of the works, will be provided as necessary to allow access through the *Client's* gates.

4.3.9 If access to a site has deteriorated (e.g. due to heavy rainfall) making it difficult or impossible for the *Contractor* to access, the *Contractor* shall immediately contact the *Client*. The *Contractor* shall inform the *Client* of their intention to continue work at this site or submit a request to the *Client* that they may either postpone work or be permitted to start work at another site. If the *Contractor* decides to continue at the original site, this will be at his own risk.

4.3.10 Seven (7) working days' notice of commencement of works shall be given to the *Client*.

4.3.11 Two (2) working days' notice must be given to the *Client* in advance of completion of the works.

4.3.12 All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative.

4.3.13 The *Contractor* shall be responsible for obtaining and/or registering for any necessary waste exemptions.

4.3.14 The *Client* requires twenty-four (24) hour / seven (7) days per week emergency contacts from the *Contractor* including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the *Contractor*.

4.3.15 The *Contractor* shall undertake an inspection and obtain pre and post work condition photos of any access routes that are expected to be used. This shall be made available to the *Client's* Project Manager upon request.

4.3.16 No mud or other debris to be deposited on any areas outside the site access gate, any such material to be removed immediately.

4.3.17 The *Contractor* shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.

4.3.18 Un-scoped or additional projects shall be added to the package upon acceptance of the relevant Compensation Events (CE's) and revised programmes depending on *Contractor* performance.

4.3.19 No fires may be lit on site unless expressly authorised by the *Client*.

4.4 Choice of Equipment

4.4.1 The *Contractor* shall choose the most appropriate plant to complete the works.

4.4.2 The *Contractor* ensures that all plant is maintained.

4.4.3 All Equipment with hydraulic systems shall use biodegradable hydraulic oil.

4.4.4 All plant traversing under overhead cables shall be fitted with a Prolec or other height limiting device.

4.5 Permits

4.5.1 Works will require the *Contractor* to obtain a Flood Risk Activity Permit from the Environment Agency where required.

4.5.2 The *Contractor* shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The *Contractor* shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The *Contractor* shall be responsible for all costs associated with permit applications. The *Client* has, where possible, started the application process which will need to be transferred to

<p>the <i>Contractor</i> and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with <i>Client's</i> Project Manager prior to applying for permits.</p>
<p>4.7 Site Restrictions</p> <p>4.7.1 Sedgberrow – Access is through No.1 Wincombe Road and arrangements to be made with homeowner.</p>
<p>4.8 Other</p> <p>4.8.1 The <i>Contractor</i> shall not commence any work on the site until the <i>Client</i>, or their representative, has accepted the method statements and risk assessments related to this contract</p> <p>4.8.2 The <i>Contractor</i> shall prepare, for the <i>Client's</i> acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the works.</p>
<p>4.9 Sedgberrow – Temporary repair to be completed by end of October 2024.</p>
<p>4.10 Shipston GS – Works to be completed in FY 24/25.</p>
<p>Working times</p> <p>Sedgberrow - The <i>Contractor</i> will be permitted to work between 8.30am and 5.00pm on weekdays (Monday to Friday)</p> <p>Shipston GA - The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday).</p>
<p>5. Requirements for the programme</p>
<p>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.</p>
<p>State what the use of the works is intended to be at their Completion as defined in clause 11.2(1).</p>
<p>The <i>Contractor</i> submits his programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> 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:</p> <p>(a) Period required for mobilisation/ planning & post contract award.</p> <p>(b) Starting date on site.</p> <p>(c) Each of the activities listed within the Price List.</p> <p>(d) Any key third party interfaces; lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; <i>Contractor's</i> risks.</p> <p>(e) Completion date on site.</p> <p>(f) Production of the H&S File.</p>

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
Sedgberrow	
Scheme Information Document V1	01/07/24
Sedgeberrow Asset Inspections Report Reference: ENV0002805C-ARU-ZZ-RI-RP-C-1 PO2 6 February 2024.	01/07/24
NEAS Screening Determination	01/07/24
ARUP Recommendation Report – Temporary Works	26/07/24
Shipston GS	
Scheme Information Document V1	01/07/24
Shipston Asset Condition Survey Report 2018	01/07/24
NEAS Screening Determination	01/07/24
Shipston Site Safety Risk Assessment	01/07/24

Site Information

See Above and scheme information documents.

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:	