

NEC4 Engineering and Construction Short Contract

A contract between

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

And

Land & Water Services Ltd

For

Desilting at River Idle_URN 2-261 + at River Ryton_URN 2-262

Contract Forms

- Contract Data
- The *Contractor's* Offer and *Client's* Acceptance
- Price List
- Scope
- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name		
Address for communications		
Address for electronic communications		
The <i>works</i> are	De-silting along River Idle through Retford_URN 2-261 and De-silting along River Ryton through Worksop_URN 2-262	
The <i>site</i> is	URN 2-261: SK7056080302 (see the site extent in attached map) URN 2-262: SK6013578967 (see the site extent in attached map)	
The <i>starting date</i> is	7 th October 2024	
The <i>completion date</i> is	17 th January 2025	
The <i>delay damages</i> are		Per day
The <i>period</i> for reply is		weeks
The <i>defects date</i> is		weeks after Completion
The <i>defects correction period</i> is		weeks
The <i>assessment day</i> is		of each month
The <i>retention</i> is		%
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	
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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>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The 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 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</i> nominating body is	The Institution of Civil Engineers
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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 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

	<ul style="list-style-type: none"> • 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> <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 <i>Contractor</i> is		
Name		
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		
		%
The <i>people rates</i> are		
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

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

Date 									
<h1>Price List</h1>									
<p>Entries in the first four columns in this Price List are made either by the <i>Client</i> or the tenderer.</p> <p>If the <i>Contractor</i> 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.</p> <p>If the <i>Contractor</i> 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.</p>									
Item Number					Description	Unit	Quantity	Rate	Price
	River Ryton, Worksop								
1	Undertake material sampling and WAC testing to understand content of silt	1	Sum		 				
2	Undertake silt survey of approx. 2.2km of River Ryton to understand depth/volume	1	Sum		 				
3	Attend the site with the Client to investigate the location and scale of the siltation and produce a report which outlines the problem and methodology to remove the silt and clear vegetation to acceptable levels. Include producing a clear description of main works and advise the high-level estimate to deliver the main works	1	Sum		 				
	River Idle, Retford								
4					Phase 1 Habitat survey for Sections 1 & 3, including INNS Including: Water vole surveys for	1	Sum		

				both Sections 1 & 3 (part 1 of 2) Not including: Water vole surveys (part 2 of 2) - (this should be done in March/April 2025)				
5	Attend the site with the Client to investigate the location and scale of the siltation and produce a report which outlines the problem and methodology to remove the silt and clear vegetation to acceptable levels. Include producing a clear description of main works and advise the high-level estimate to deliver the main works	1	Sum					
				Optional items				
6				Follow up water vole surveys at River Idle both Sections 1 & 3 (March / April 2025)	0	Sum		Rate only
The total of the Prices								
The method and rules used to compile the Price List are								
Civil Engineering Standard Method of Measurement 4 th 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

The Client has identified two locations where de-silting is required to increase conveyance capacity and minimise the risk of flooding to the nearby area.

As part of the Asset Recovery Programme, the *Client* has identified two locations where de-silting is required to increase conveyance capacity and minimise the risk of flooding to the nearby area:

- 2-261 De-silting along River Idle through Retford (assets ID: 354807, 354806, 376940, 354787)
- 2-262 De-silting along River Ryton through Worksop (assets ID: 354831, 387733, 403852, 354841, 354842)

Please refer to the attached maps for demarcated proposed locations for desilting works.

The Rivers Ryton and Idle have seen a build-up of silt in the open channel and vegetation overgrowing the channel which may lead to increased flooding risk.

As part of these *works*, the *Contractor* shall attend the site with the *Client* to investigate the location and scale of the siltation and produce a report which outlines the problem and methodology to remove the silt and clear vegetation to acceptable levels.

In addition, for de-silting along River Ryton through Worksop (URN 2-262) project only, the *Contractor* is to undertake material sampling and WAC testing to understand depth/volume and content of silt for cost estimating purposes

Minimum two persons in attendance and with appropriate health and safety training e.g. working near water.

Contractor's design responsibility: no design responsibility is envisaged as part of this scope

The *Contractor's* report is to be shared with the *Client* and to include but not limited to:

- experienced ECoW to be appointed for URN 2-261 only to undertake any necessary INNS and ecological surveys for water voles etc.
- Identify the stretch effected and area of silt to be removed
- Identify the stretch effected and area of vegetation removal
- Estimate potential volumes of silt material (for URN 2-262 project in particular)
- Determine methodology to access river, remove and dispose of silt, clear vegetation
- Site photo* log with location reference
- Proposed logistical access/preliminary site setup plan
- Hazards map
- Confirmation of the works extents in agreement with the *Client* and Senior User
- Identify access constraints i.e. vegetation clearance, INNS, environmental impacts, nearby construction works, structures/ bridges with weight limit, PROW, public and private roads and footpaths etc.
- Identification of any permits/ consents including footpath/ road closures,
- Identification of potential opportunities/efficiencies

* Each photograph of a defect shall include date, a reference to adopted chainage system, and include a visible colour scale, grey scale and size scale.

Contractor to engage with the *Client* for any uncertainties and queries when producing the report.

Contractor shall submit the draft report within 10 working days from the site visit and allow one review of the report by the *Client* with 5 working days to respond to the *Client's* comments.

Contractor is to support the *Client* in producing a clear description of main *works* and advise the high-level estimate to deliver the main *works* within 10 working days. If the estimate for proposed works for both sites is likely to exceed [REDACTED] each site is to be treated separately.

Each site inspection should take no longer than 1 day inclusive of travel.

General Requirements:

The *Contractor* shall familiarise with all information provided by the *Client* prior to the site visit.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
		(2-261) Goosemoor Lane to Hallcroft Fisheries SA Overview Map
		(2-261) Goosemoor Lane to Hallcroft Fisheries Section 1 Map
		(2-261) Goosemoor Lane to Hallcroft Fisheries Section 3 Map
		2-262 Ryton desilt L&W Extent map_v2

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)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Environment Agency, SHEW- COP	Latest	NO- if not
Lot 1 - Spec supplementary clauses - CULVERTS - CoP	V1- 09/07/24	NO
Lot 1 - Spec supplementary clauses - General	V1- 09/07/24	NO
LIT 18749 - National standard technical specifications for surveying services	V5.01 1 March 2023	NO

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*.

Landowners: The *Client* will issue Notices of Entry if and when needed. The *Contractor* will work within the period and parameters set out in the Notice

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 submit 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

In addition, *Contractor* is to present *Contractor's* risks that could impact the 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
Statutory Notices of Entry for access across the private land to access working area.	When required- 7 days prior to possession dates.
Provide support to all communications with Landowners and another contractor on site	where required
Landowner contact information	if required
Pre-Construction Information (including relevant services search)	

Site Information

To be included within Pre-Construction Information pack.

Available information provided by the Asset Performance Team to the Project Manager have been saved in the Project folder on SharePoint (sub-folder 00 Existing Information).

(2-261) Goosemoor Lane to Hallcroft Fisheries SA Overview Map
(2-261) Goosemoor Lane to Hallcroft Fisheries Section 1 Map
(2-261) Goosemoor Lane to Hallcroft Fisheries Section 3 Map
2-262 River Ryton - Extent of L&W desilting scoping

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Storm Geomatics Shipston-on-Stour Warwickshire CV36 4FF Form of Contract: ECSS or Supplier Agreement	Silt depth / volume survey
2.	Peak Ecology Ashford Road, Bakewell DE45 1GT Form of Contract: ECSS or Supplier Agreement	Phase 1 Habitat surveys / water vole surveys
3.	Form of Contract:	
4.	Form of Contract:	