

Engineering and Construction Short Contract

Contract Data Forms

June 2017 (with amendments January 2023)

Template version history

V1	Go live template
V 1.1	Reversion to Bidder pack conditions

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency
	Horizon House
	Deanery Road
	Bristol
	BS1 5AH
And	ECS
For	Hull Tidal Surge Barriers Calliper Replacement
	Contract Forms
	- Contract Data
	 The Contractor's Offer and Client's Acceptance Price List
	- Price List - Scope

Contract Data

The Client's Contract Data

	The Client is	
Name	Environment Agency	
Address for communications	Lateral, 8 City Walk, Leeds, LS11	9AT
Address for electronic communications		
The works are	functionality 3) Undertake commissionin 4) Inspect the faulty caliper failure and damage	s been indicated that one of the by & requires replacement.
The site is	[Hull Tidal Surge Barrier and asse	ociated title areal
The site is	[Indir Fidal Surge Barrior and asse	ociated title areaj
The starting date is	27/05/2025	
The completion date is	14/10/2025	
The delay damages are		Per day
The <i>period</i> for reply is	2	weeks

The defects date is	52	weeks after Completion
The defects correction period is	4	weeks
The assessment day is	the last working day	of each month
The retention is		%
The United Kingdom Housing Grants, Co.	nstruction and Regeneration	Act (1996) does apply
The Adjudicator is :		
Institution of Civil Engineers to appoint an	n <i>Adjudicator</i> . The application g Party pays the administra	ing Party at the same time applies to the on to the Institution includes a copy of this ative charge made by the Institution. The

		Insurance '	Table	
Event			Cover	Cover provided until
Loss of	or damage to the works		Replacement Cost	The Client's certificate of Completion has been issued
Loss of	or damage to Equipment, Plant and	Materials	Replacement Cost	The defects Certificate
The Contractor's liability for loss of or damage to pro (except the works, Plant and Materials and Equip and for bodily injury to or death of a person (number of the Contractor) arising from or in connumith the Contractor's Providing the Works		d Equipment) erson (not an	Minimum £5,000,000 in respect of every claim without limit to the number of claims	has been issued
Contrac	for death of or bodily injury to empeter arising out of and in the coment in connection with this contract	urse of their	The amount required by the applicable law	
	of the Contractor to use the skill and professionals providing works simila		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 Adj	iudicator nominating body is	The Institution	of Civil Engineers	
The trib	unal is	litigation in the	e courts	
2023 an	nditions of contract are the NEC4 Engineendments) and the following additionater details here if additional cond	onal conditions		t June 2017 (including
2023 an	mendments) and the following addition	onal conditions		t June 2017 (including
2023 an	nendments) and the following addition ter details here if additional cond	itions are reque e of each proportion	osed subcontractor to the at their appointment will n	Client for acceptance. A ot allow the Contractor to
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2023 an Only en Z1.0	nendments) and the following additional conditional conditional conditional conditional conditional conditional conditional conditional conditional contractor submits the name reason for not accepting the subcontractor accepted the Works. The Contract accepted them. Payment to subcontractors and subcontractors and subcontractors and subcontractors are gulated. The Environment Agency's positional conditional co	e of each proportions are required to the contractor is the contractor is the corporation as a regular in one capable of its responsible of acceptance.	posed subcontractor to the lat their appointment will no point a proposed subcontractor to the later appointment appoint a proposed subcontractory authority and as Clicity are deemed not to be the later appointment Age of a tender and the Clienter and the Clien	Client for acceptance. A ot allow the Contractor to ractor until the Client has a receipt of a valid invoice. The contract is aken in the other. The contract is aken in the other. The contract is aken in the other. The contract is aken in the other.
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2023 an Only en Z1.0 Z1.1 Z1.2 Z2.0 Z2.1 Z2.2	nendments) and the following additional conditional contractor submits the name reason for not accepting the subcontractor and subconditional contractor accepted them. Payment to subcontractors and distinct. Actions take where statutory consents must regulatory authority, the Contractor otherwise in the Scope). The Clie of the works does not constitute subcontractors and subcont	e of each proportions are required to the contractor is the correction of the correc	posed subcontractor to the lat their appointment will no point a proposed subcontractor to the lat their appointment will no point a proposed subcontractory authority and as Clicity are deemed not to be to late the for obtaining these and period of a tender and the Client val or consent.	Client for acceptance. A ot allow the Contractor to ractor until the Client has a receipt of a valid invoice. The sent under the contract is aken in the other. The sency in its capacity as a paying fees (unless stated of struction or variation)

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 Contractor designs the parts of the works which the Scope states they are to design.
Z6.3	The Contractor submits the particulars of their design as the Scope requires to the Client for acceptance. A reason for not accepting the Contractor's design is that it does not comply with either the Scope or the applicable law.
	The Contractor does not proceed with the relevant work until the Client has accepted this design.
Z6.4	The Contractor 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 works are affected by any one of the following events
	War, civil war, rebellion revolution, insurrection, military or usurped power
	Strikes, riots and civil commotion not confined to the employees of the Contractor 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	Delete the text of Clause 92.3 and replace with:
	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.
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	Inflation
	At the Contract Date the total of the Prices does not include a sum to cover inflation.
	The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.
	The number of Price Adjustments shall be equal to:
	The number of months between the Completion Date included at the Contract Date and the Contract Date.
	The proportion of Price Adjustment shall be equal to:
	The total of the Prices at the Contract Date / The number of Price Adjustments
	Each time the amount due is assessed, the Price Adjustment shall be:
	The proportion of Price Adjustment x [80% x Average Weekly Earnings index (Construction)(AWE) 1 – month rate]
	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
	Provided always that the fixed number of Price Adjustments has NOT been exceeded.
	The Price Adjustment adjusts the [Client set] 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.
Z11	

Contract Data The Contractor's Contract Data The Contractor is ECS Engineering Services Limited Name Address for communications Fulwood Road South, Sutton in Ashfield, Nottinghamshire NG17 2JZ Address for electronic communications The fee percentage is % The people rates are As per the AOMR Framework Agreement 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 £134,190.89

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name

Signature

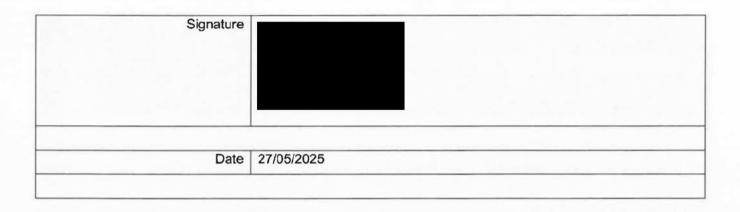
Date 28/05/2025

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

Signed on behalf of the Client

Name

Position



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.

The Contractor shall not commence with any of the works identified on the price lists as 'Optional' without the express written instruction from the Client to proceed. However, the Scope requests this to be included in the price for the works.

ltem Number	Description	Unit	Quantity	Rate	Price
	Design & Manufacture Phase				
1					
2					
3					
4					
5					
6					
7					
8					

*This price is based on dayshift working including one Saturday and one Sunday to complete site works within	า
a period of 9 continuous days (this does not include Bank Holidays). Price are subject to amendment should a	an
agreement on working outside these hours for the purposes of reducing outage period be reached.	

* Assumed Completion date is 14 calendar weeks allowance for design/procurement time and an additional 2 calendar weeks for installation. This is predicated on the design/installation methodology not changing from the 9-day installation period and a suitable 'Operational Window' is provided by the *Client*. If this changes, this may be subject to additional cost and time implications.

The	total	of	the	Pric	es

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.

This contract is priced and awarded in Year 2, based on the Year 1 Framework Pricing Workbook. After the Year 2 Framework Pricing Workbook is issued, a single compensation event is permitted to change the total of the Prices according to the Year 2 Framework Pricing Workbook under Clause 60.1 (12)

Scope

The purpose of the *works* is to restore the Hull Tidal Surge Barrier (HTSB) calliper system to full functionality to allow the *Client* to operate barrier. This will reduce risk of asset failure with improved reliability to enable management of flood risk in the City of Kingston upon Hull.

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.

The purpose of the contract is to enable the replacement the faulty calliper with a like for like replacement calliper and integration into the HTSB systems, inspection of the faulty calliper and feasibility (including costings) of refurbishment of the faulty calliper.

* Any refurbishment of the existing callipers is not part of the Scope and would be subject to agreement of additional costs and issue of a Compensation Event.

The Client will undertake enabling works to isolate the faulty calliper prior to the start date.

The works are for the Contractor to:

- 1. Remove the isolated damaged calliper.
- Install a like for like replacement calliper into the Hull Tidal Surge Barrier (HTSB) braking system in place of the damaged calliper and provide any task specific Equipment.
- 3. Integrate the replacement calliper into the necessary systems for the functioning of the new calliper into the HTSB systems. This includes the proving of the switch system and reintegrated to the original control system. The Contractor is to liaise with the Client to understand any further requirements as defined by the Client for the functionality of the HTSB. This should consider a testing phase post installation as agreed with the Client.
- 4. Provide an inspection and associated report of the damaged calliper. The report should consider failure mode and include the feasibility of refurbishment of the damaged calliper. If refurbishment is deemed appropriate by the *Contractor*, this should include cost estimates and a defined procurement route.
- Engage with Qualter Hall and Svendborg to ensure the procedures are followed during the works to their specification.
- 6. Removal and clean-up of Site of waste Material, Plant and Equipment related to the *Contractor's* activities.
- 7. The specialist equipment provided under this contract shall be retained by the Client for future use. Title to the aforesaid specialist equipment shall pass to the Client on the completion of manufacture, provision of all applicable certification and payment of all monies due for the design & installation phase. The Client shall then be responsible for the storage/maintenance of the specialist equipment and for any periodic inspections, re-testing & re-certification as may be required to enable its use. This does not relieve the Contractor of their obligations with regard to duty of care when the equipment is in use by them.
- 8. Unless agreed otherwise with the *Client*, the *Contractor* is to use the replacement calliper provided by the *Client* as free use material refer to Section 6.
- 9. If the *Contractor* is in any doubt as to an interpretation, the matter should be raised with the *Client* via formal communication as per the contract.
- 10. The Working Areas include the Site and the *Contractor's* offices. Additional Working Areas may be added to the Scope if agreed in writing by the *Client*.

- 11. Provide Risk Assessments and Method Statements (RAMS) to provide the Works and allow the Client to review before the works start on site. This should include any temporary works drawings associated with the activities to remove the calliper.
- 12. Provide drawings of the operations with details of temporary works. Particular emphasis should be made on any specialist Equipment utilised for the installation process including testing certification for lifting equipment in line with relevant legislation requirements specifically designed to Provide the Works.
- 13. Produce a summary report on the calliper installation which the *Client* can add to the existing Hull Tidal Surge Barrier Health and Safety File as agreed with the *Client*.
- 14. Undertake calliper commission testing on completion of the calliper installation and reinstatement of ancillary Equipment as per Svendborg's specification.
- 15. Submit weekly progress report stating:
 - a. Activities started, progressed & completed during the week;
 - b. Activities planned for the forthcoming week(s);
 - c. Significant changes to the Scope instructed;
 - d. Price for Work Done to Date:
 - e. Forecast total of the Prices:
 - f. Summary of compensation events;
 - g. Subcontractors on Site;
 - h. Any Health & safety incidents;
 - i. Any Environmental incidents;
 - j. Photographic progress with commentary;
 - k. Maintenance on other parts of the Site:
 - Miscellaneous issued arising;
 - m. Any additional information requested by the Client.

2. Drawings

List the drawings that apply to the contract.

		None Used
Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Publicly available?
Asset OMR Framework Deed of Agreement	04/03/2024	No
Asset OMR Framework Schedules	04/03/2024	No
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) – (V6)	September 2023	No
Lot 2 Asset OMR Technical Specifications	9 th July 2024	No
Environment Agency Specification. 2024-2028 Asset Operation, Maintenance and Response Framework For Lot 2 – Mechanical and Electrical, Instrumentation, Control and Automation (MEICA) – (V1.7)	28/04/2023	No
Code of practice for electrical safety (CoPES): Part 1: (V3)	22/07/2020	Yes
Code of practice for electrical safety (CoPES): Part 2: (V4)	22/07/2020	Yes
Minimum Technical Requirements (V12) - LIT 13258	14/12/2018	No
MEICA Standard Specification (V5)	14/12/2018	No

4. Constraints on how the Contractor Provides the Works

The *Contractor* is to undertake the works during an appropriate "Operational Window" as defined by the *Client*. The *Contractor* is to request this information when required and is to the *Client* will provide this within 2 weeks.

The Contractor shall make every effort to enable the Client to operate the Hull Tidal Surge Barrier during the works. If this is not achievable, the Contractor shall notify the Client in writing the duration and the times the Hull Tidal Surge Barrier is not able to be operated by the Client and only proceed in agreement with the Client. The Contractor will make every effort for this period to be minimised as much as practicable.

The works are to be undertaken in accordance with Qualter Hall and Svendborg specific procedures.

The *Contractor* is to provide the services in accordance with the AOMR Framework Deed of Agreement and Schedules including the Technical Specifications.

The Contractor confines their construction operations to the Site and Working Areas.

The Contractor's Site Operatives / personnel (including Sub Contractors) prior to carrying out the works shall either be:

- 1. Formally site inducted to the Site. Or:
- 2. If not site inducted, escorted onto and around the Site once they arrive.
- 3. Under no circumstance, howsoever arising shall the *Contractor's* site operatives enter the Site until one of the above criteria is fully discharged.

Access to Site

- 1. Site access is to be agreed with the *Client* prior to the commencement of the works. No other access is used without the *Client's* written agreement.
- 2. The *Contractor* does not enter any part of the Site until the date stated on shown on the Accepted Programme unless with the *Client's* written agreement.
- The Contractor takes care to avoid disturbance and damage to existing features and assets.

The *Contractor* does not disclose information in connection with the *works* except when necessary to carry out their duties under the contract or their obligations under the contract. The *Contractor* may publicise the works only with the *Client's* written permission.

Any structure or service affected by the *works* needs to be considered for protection. Should the *Contractor*'s working method affect additional assets then it is their responsibility to plan and undertake necessary protection.

The *Client* will provide access to the *Contractor* to the Site within the "Working times". Access may be provided outside these "Working times" at the *Client's* discretion. If access is required outside the "Working times", the *Contractor* must request this in writing.

Working times

The Contractor will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). Any deviation from this needs to be discussed and agreed with the Client

5. Requirements for the programme

The Programme

The Contractor submits their programme in Gannt chart (tabular and graphical) format with the Contractor's Offer for acceptance.

The *Contractor* submits a new programme for acceptance once a month in the same Gannt Chart format.

The Contractor shall arrange for programme review meetings with the Client on a monthly basis.

Each programme which the *Contractor* submits for acceptance shall include the critical path (shown in red), float with proposed order and timing to undertake the *works* and proposed plant and labour resources.

The Programme shall also include:

- 1. Period required for mobilisation/ planning & post contract award
- 2. Date when the Client enabling works are required
- 3. Starting date
- 4. Each of the activities listed within the Price List
- Any key third party interfaces: lead in periods for materials and sub-contractors; time; Contractor's risks; Operational Window constraints; activities agreed to be undertaken by the Client.
- 6. Completion Date
- 7. Progress & percentage completion of each activity.

The programme shall be submitted in PDF (Portable Documents) and MPP (Microsoft Project) format.

6. Services and other things provided by the Client

Item	Date by which it will be provided
"Free Issue" Replacement Calliper	2 weeks after the Contract Start date
Services including Water and Electricity	Contract Start Date
Welfare facilities such as toilets	Contract Start Date
Wifi	Contract Start Date
Parking for at least 4 vehicles. (Additional parking may be requested and provided if agreed by the <i>Client</i>).	Contract Start Date

Sit	te Information	
Refer	to Site Information Pack provided:	
1.	Drawings Register	
2.	Site Redline Boundary	
3.	Photographs	
4.	Reports	

Pro	posed sub-c	ontractors
	Name and address of proposed subcontractor	Nature and extent of work
1.		
2.		
	Form of Contract:	
3.		
	Form of Contract:	

4.			
	Form of Contract:		

