



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack)	Go live template (this document)

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Land and Water Services Albury Mill, Mill Lane Chilworth Guildford GU4 8RU
For	Small Works Package Wessex H&T – Bathford ADCP Improvements Construction Phase
	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	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications		
The <i>works</i> are	Bathford ADCP Improvements: Operators access and sensor bracket improvements.	
The <i>site</i> is	Bathford Flow gauging station, Bathford	
The <i>starting date</i> is	To be determined by Land & Water Services' programme, but no earlier than 20th January 2025	
The <i>completion date</i> is	29 th May 2025	
The <i>delay damages</i> are	<i>Nil</i>	Per day
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	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 <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.
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	
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 <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	The defects Certificate has been issued
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"> • 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> <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>
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Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Land & Water Services Ltd	
Address for communications	Albury Mill, Mill Lane, Chilworth, Guildford, GU4 8RU	
Address for electronic communications		
The fee percentage is		%
The people rates are	As per Framework	
category of person	unit	rate
The published list of Equipment is		As per Framework
The percentage for adjustment for Equipment is		0

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	£58,496.89
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	Enter the total of the Prices from the Price List.
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Signed on behalf of the *Contractor*

Name	
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Position	Commercial Director
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Signature	
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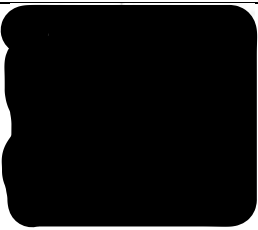
Date	10 th January 2025
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
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Position	Project Manager
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Signature	
Date	17/01/2025

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	Provide a Project Manager for support during the project	sum	1	£2,920.32	£2,920.32
2	PCI production, CPP and RAMS exc FRAP	sum	1	£2,920.32	£2,920.32
3	Mobilisation and site setup	sum	1	£2,109.24	£2,109.24
4	Fabrication of support details and plate	Sum	1	£3,857.98	£3,857.98
5	Installation of concrete plinth	sum	1	£20,735.91	£20,735.91
6	Installation of fencing inc infill panels and gate	sum	1	£6,428.47	£6,428.47
7	Bracket installation with divers	sum	1	£13,448.47	£13,448.47
8	As built Topo	sum	1	£2,860.00	£2,860.00
9	De-mobilise, site clearance and reinstatement	sum	1	£1,719.24	£1,719.24
10	Produce the Health & safety file including as constructed drawings inc Carbon Calculator only	sum	1	£1,496.94	£1,496.94
The total of the Prices				£58,496.89	

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.

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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.

The required *Contractor* services are to construct the asset as per the listed detailed design drawings.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
A123033-TGEE-BA-05-DR-C-0701	C01	GENERAL ARRANGEMENT – BATHFORD
A123033-TGEE-BA-05-DR-C-0702	C01	GAUGE PLATFORM DETAILS
A124041-TGEE-BA-05-HS-C-001	P01	DESIGNERS CDM REVIEW
A124041-TGEE-BA-05-HS-C-002	P01	BUIDLABILITY STATEMENT
A124041-TGEE-BA-05-HS-C-003	P01	DESIGNERS RAG LIST
Bathford ADCP Improvements	–	Power point document

APLS – 1421 BATHFORD FLOW SITE – APLS – 1421- 001		Topographic survey 1 of 2
APLS – 1421 BATHFORD FLOW SITE – APLS – 1421- 002		Topographic survey 2 of 2
APLS – 1421 BATHFORD FLOW SITE – APLS – 1421- 003		Channel cross section 1 of 2
APLS – 1421 BATHFORD FLOW SITE – APLS – 1421- 004		Channel cross section 2 of 2
APLS – 1499 BATHFORD FLOW SITE showing Gas Trace pipe – APLS – 1499-010	Feb 2024	Gas pipe location
APLS-1499 Bathford Gas Main Utility Survey report	Feb 2024	Main utility survey report

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
SHEW CoP	V 6	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*.

In accordance with Clause 14.5 of the contract, all of the Client's actions under the contract are delegated to Nigel Smith. The Contractor shall only act upon instructions received from the Client's delegate.

All communications from the Contractor to the Client shall be sent to Nigel Smith.

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.	
The Client has the contractual right to access the working area as shown on the drawings. The Contractor shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.	
The Contractor must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.	
In order to assess the extent of work, the Contractor shall visit each site when pricing the work. The Contractor shall inform the Client of the time and date of each site visit before going to site.	
The Client has the contractual right to access the working area as shown on the drawings. The Contractor shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable	
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.	
Works will require the Contractor to obtain a Flood Risk Activity Permit from the Environment Agency where required. 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 the Contractor and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with Client's Project Manager prior to applying for permits.	
The Contractor will need to work with the Client to ensure that data continuity continues during the new kiosk construction and the old hut removal	
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.	
Land access to the left bank is by foot only.	
The condition survey of the flume needs to be undertaken in low flows conditions to secure a complete understanding.	
Where the Contractor requires access to any occupied premises, or third party land the Contractor shall consult with the Client's estates Team to secure access.	
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	
All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the Client, or their representative.	
The Client require 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	Date by which it will be provided
The Contractor shall be responsible for arranging all rights of way, road, car park and footpath closures, diversions and related work	
Any connection to third party assets required as part of the scheme shall be completed through liaison with the Client's Estates team, which may include the Client using their statutory powers under the Water Resources Act 1991.	
Working times	

The <i>Contractor</i> 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) Contract award, mobilisation and demobilisation
- (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) Contract 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 to Site through EA Estates	To be confirmed post award.

Site Information

The site

Description: Bathford Flow Gauging station

Location: ST78526702

BA1 7SW

Existing utilities and services

Drawings: See enclosed Gas utility information.

Other information: N/A

Soils and Ground water

Information: N/A

Site investigation

Report: See APLS topographic survey

Site location plans

Issue details: Refer to the *Clients ADCP Bathford slide pack*.

Health and safety file

Issue details: N/A.

Access to site

Description: An indicative site access plan is included in the Bathford site-specific pack.

Use of the site

General: The gauge is a flow measuring structure operated and maintained by the Environment Agency. The asset is located on EA land.

Surrounding land / building uses

General: Adjacent and nearby uses are as follows: Railway bridge (Network Rail) adjacent to the flow station, A363 adjacent to the car parking area. The right bank of the river is an open non-grazed field.

Health and safety hazards

General:

1. Working next to a watercourse
2. Highways
3. Railway bridge
4. Trips and falls due to steep bank and stairs

Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the *works*.

Site staff: Draw to the attention of all personnel working on the site the nature of any possible contamination and the need to take appropriate precautionary measures.

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:	
4.	Form of Contract:	