



# Engineering and Construction Short Contract

## Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V 1	Go live template
V 1.1	Reversion to Bidder pack conditions

# NEC4 Engineering and Construction Short Contract

<b>A contract between</b>	<b>The Environment Agency Horizon House Deanery Road Bristol BS1 5AH</b>
<b>And</b>	<b>Galliford Try Construction Ltd</b>
<b>For</b>	<b>The Survey of Wet Wells and building for the Somerset Levels &amp; Moors Pump Replacement Programme</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		
Address for electronic communications		
The <i>works</i> are	To plan for and carry out safely condition and dimensional surveys of the pump sumps and pump buildings, for informing the design, procurement and installation of replacement pumps at the designated pumping stations.	
The <i>site</i> is	Huish Episcopi ST 4407226109 Midelney ST 4171223517 North Drain ST 3990344858 Westover ST4160026500	
The <i>starting date</i> is	30/9/2024	
The <i>completion date</i> is	25/11/2024	
The <i>delay damages</i> are	▲ NIL	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) <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.
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	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 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 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 a valid 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"> <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
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.



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 Contract Date 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 Average Weekly Earnings index (Construction)(AWE) 1 – month rate]</p> <p>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</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the [Client set] 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	Galliford Try Construction Ltd	
Address for communications	Blake House, 3 Frayswater Place, Uxbridge, UB8 2AD	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are	As per the AOMR Framework Agreement	
category of person	unit	rate
The published list of Equipment is		As per the AOMR Framework Agreement
The percentage for adjustment for Equipment is		As per the AOMR Framework Agreement





## 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 £ 199,837.49

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

HEAD OF DELIVERY

Signature

Date

15<sup>TH</sup> OCTOBER 2024


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

Signed on behalf of the *Client*

Name

Position

PROJECT MANAGER

Signature	
Date	14/10/2024

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# 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
	Schedule of works	unit	1	£41,003.76	£41,003.76
	Risk Assessment & Method Statement for each site survey (Contractor's RAMS to include sub-contractor RAMS)	unit	6	£0	£0
	Survey & report for Huish Site	unit	1	£39,708.43	£39,708.43
	Survey & report for Middelney Site	unit	1	£39,708.43	£39,708.43
	Survey & report for North Drain Site	unit	1	£39,708.43	£39,708.43
	Survey & report for Westover	unit	1	£39,708.43	£39,708.43
The total of the Prices				£199,837.49	

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

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 owns and manages a series of pumping stations at Huish Episcopi, Midelney, North Drain, and Westover. The pumps at those stations are to be replaced. The Contractor shall plan and carry out surveys at the pump inlet wet wells, to enable the procurement and installation of new pumps. If not all pumping station wells are required to be surveyed, the Contractor should indicate that in their tender return.
- The survey is to include a condition and dimensional survey of at least one Wet Well and dimensional survey of the pump station building.
- The surveys should include dewatering of the wet well, or part of it (subject to the Contractor's assessment), utilising the existing stop logs for each site which are stored at the Environment Agency's Bradney Depot. The Contractor should advise if additional temporary works are required for the wet well isolation, to allow for the safe execution of the surveys.
- The Contractor shall prepare a schedule for the survey of each pumping station.
- The Contractor shall provide a RAMS for approval, for each of the site surveys, which should cover the Contractor's and any sub-contractor's activities.
- This work was initially intended to be delivered as part of the Somerset Levels & Moors pump replacement programme. Please refer to the relevant pump station PCI submitted as part of the tender process for the Pre-Construction information.

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## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
016059/NOM/01/XX/DR/E/8001	R1	HUIH EPISCOPI SERVICE DRAWING
ENV0002924C HEPs HAZARD		HUIH EPISCOPI HAZARD MAP
016059/NOM/01/XX/DR/E/1581	R1	LONG LOAD SERVICE DRAWING
ENV0002925C Long Load Hazard		LONG LOAD HAZARD MAP
016059/NOM/01/XX/DR/E/1301	R1	MIDELNEY SERVICE DRAWING
016059/NOM/01/XX/DR/E/1782	R1	NORTH DRAIN SERVICE DRAWING
016059/NOM/01/XX/DR/E/1572	R1	NORTHMOOR SERVICE DRAWING
016059/NOM/01/XX/DR/E/9001	R1	WESTOVER PUMP STATION SERVICE DRAWING
SEC/DCE412/327653/018/A	0	HUIH BRIDGE LANGPORT
SEC/DCE412/327653/005	0	HUIH EPISCOPI PUMPING STATION
SEC/DCE412/327653/005A	0	HUIH EPISCOPI PUMPING STATION
SEC/DCE412/327653/023A/A	A	LONG LOAD P.S. SOMERSET
SEC/DCE412/327653/023/A	A	LONG LOAD P.S. SOMERSET
SEC/DCE412/327653/004	A	MIDELNEY PUMPING STATION DRAYTON
SEC/DCE412/327653/048	0	NORTH DRAIN PUMPING STATION Nr BLACKFORD
SEC/DCE412/327653/024/A	A	NORTHMOOR INLET EAST LYNG
SEC/DCE412/327653/014	0	NORTHMOOR PUMPING STATION NORTHMOOR GREEN
SEC/DCE412/327653/027	0	WESTOVER PUMPING STATION LANGPORT



### 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

### 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*.

Surveys need to be carried out while the pumps are not required to run, ie during dry periods.

Risk of working in/over water need to be accounted for in planning & RAMS

Liaison with site operators and flood incident duty officers will be required for planning. Westover has construction works being carried out by Kier at the same time as the survey work will be carried out. You will be required to liaise with Kier to ensure that the surveys can be carried out.

The Wet Well is a confined space and the contractor will have to following necessary procedure for entry.

#### 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

## 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
Historic site information provided with the Somerset Levels & Moors Pump Replacement Programme tender pack.	Provided

## Site Information

This work was initially intended to be delivered as part of the Somerset Levels & Moors pump replacement programme. Please refer to the relevant pump station site information submitted as part of the tender process for the Site Information.


## Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	<p>Fishtek Consulting Ltd Unit 1a Webbers Way, Dartington, Totnes, TQ9 6JY</p> <p>Form of Contract: NEC3 Engineering and Construction Subcontract Option A</p>	Fish rescue services during the dewatering period. Fishtek will enter the wet well after the safe isolation and de-watering of the wet well and perform fish rescue services.
2.	<p>Selwood Limited Boumemouth Road, Chandler's Ford, Eastleigh, Hampshire, United Kingdom, SO53 3ZL</p> <p>Form of Contract: NEC3 Engineering and Construction Subcontract Option A</p>	Selwoods will be performing de-watering the isolated wet well to enable the dimensional scan and surveying of the wet well. This activity will be performed at all four sites.
3.	<p>Form of Contract:</p>	
4.	<p>Form of Contract:</p>	



