



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

Contract version history

V 1	01/01/2025	First Issue
V 2	27/01/2025	Revised Contract

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Galliford Try
For	The Survey of Wet Wells and pump building for the SLM Pump Replacement Programme (Northmoor & Long Load)
	Contract Forms - 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	Environment Agency Horizon House Deanery Road Bristol BS1 5AH	
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	Northmoor ST 3314033020 Long Load ST 4685023774	
The <i>starting date</i> is	24/02/2025	
The <i>completion date</i> is	30/09/2025	
The <i>delay damages</i> are		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	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 of the total of the Prices 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 • 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 subcontractors • 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.

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	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 Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate] 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 <i>Contractor</i> is	
Name	Galliford Try Construction Ltd	
Address for communications	Blake House, 3 Frayswater Place, Uxbridge, UB8 2AD	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	28	%
The <i>people rates</i> are	As per the AOMR Framework Agreement	
category of person	unit	rate
The <i>published list of Equipment</i> is		As per the AOMR Framework Agreement
The <i>percentage for adjustment for Equipment</i> is		As per the AOMR Framework Agreement

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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 £90,489.73

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

Project Manager

Signature	
Date	07/02/2025

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
	Project Management costs	unit	4		
	Schedule of works (PC Role)	unit	1		
	Risk Assessment & Method Statement for each site survey (<i>Contractor's</i> RAMS to include subcontractor RAMS)	unit	2	£0	£0
	Survey & condition report for Northmoor Site	unit	1		
	Survey & condition report for Long Load Site	unit	1		
	Design of additional stoplogs for the Northmoor Site (if necessary for the surveys and pump replacement works)	unit	4		
	Fabrication of additional stoplogs for the Northmoor Site (if necessary for the surveys and pump replacement works)	unit	4		
	Design of additional stoplogs for the Long Load Site (if necessary for the surveys and pump replacement works)	unit	4		
	Fabrication of additional stoplogs for the Long Load Site (if necessary for the surveys and pump replacement works)	unit	4		
The total of the Prices				£90,489.73	

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

1. Description of the *works*

- The Client owns and manages pumping stations at Northmoor and Long Load. 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* shall indicate that in their tender return, noting changes made to the Price List.
- The survey must include a condition and dimensional survey of at least one Wet Well and dimensional survey of the pump station building.
- The surveys shall 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* shall advise if additional temporary works are required for the wet well isolation, including the procurement of additional stoplogs, 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 shall cover the *Contractor's* and any subcontractor'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.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
SEC/DCE412/327653/023A/A	A	LONG LOAD P.S. SOMERSET
SEC/DCE412/327653/023/A	A	LONG LOAD P.S. SOMERSET
SEC/DCE412/327653/024/A	A	NORTHMOOR INLET EAST LYNG
SEC/DCE412/327653/014	0	NORTHMOOR PUMPING STATION NORTHMOOR GREEN

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 <i>Contractor</i> 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 <i>Client</i>.		
The surveys need to be carried out while the pumps are not required to run, i.e. during dry periods.		
The risk of working in/over water needs to be accounted for in planning and RAMS.		
Liaison by the <i>Contractor</i> with site operators and flood incident duty officers will be required for planning. The EA PM is to be notified for any communication requirements between the <i>Contractor</i> and site operators.		
The Wet Well is a confined space and the <i>Contractor</i> will have to follow necessary procedures for entry.		
It is not expected that a FRAP will be required for the survey works. The <i>Contractor</i> should confirm this with the EA once the survey methodology is known.		
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 <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).		
The <i>Contractor</i> shall submit his programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> must show on each programme which they submit for acceptance (in the form of a 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 and 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 and <i>Contractor's</i> 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
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1.	Teignmouth Maritime Services Ltd Unit 20 & 22B Dawlish Business Park, Dawlish, Devon, EX7 0NH Form of Contract: NEC3 Engineering and Construction Subcontract Option A	Diving services to conduct measurement and surveying of the pump wet well and sump.
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	