



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 & Water Services Ltd
For	Golden Valley Weir Improvement Project
	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	Rivers House, East Quay, Bridgwater, Somerset, TA6 4YS	
Address for electronic communications	<div></div>	
The <i>works</i> are	Repair to the Golden Valley Weir and the installation of embedded stone eel pass	
The <i>site</i> is	Golden Valley Weir, Golden Valley Lane, Bitton, South Gloucestershire, BS30 6NZ (NGR ST 68347 69976)	
The <i>starting date</i> is	26/02/2025	
The <i>completion date</i> is	01/10/2025 31/03/2026	
The <i>delay damages</i> are	£99	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 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	Minimum £5,000,000 in respect of every claim without limit to the number of claims	

employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works		
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.
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	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are	[REDACTED]	
category of person	unit	rate
The published list of Equipment is		[REDACTED]
The percentage for adjustment for Equipment is		[REDACTED]

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	£299,290.43
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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	
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Signature	
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Date	28/01/2025
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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	
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Signature	
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Date	24/02/2025



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
1	Obtain required permits/ consents for permanent and temporary works	Ea	1		
2	Site start up meeting to confirm scope and site constraints	Ea	1		
4	Mobilisation - Site setup, supervision, running costs	Ea	1		
4a	Mobilisation - Site setup	Ea	1		
4b	Supervision, running costs	Ea	1		
4c	Demobilisation	Ea	1		
5	CDM documentation and sign off (including PCI, CPP, RAMS and H&S File input)	Ea	1		
6	Design, installation and removal of Temporary Works	Ea	1		
7	Refurbishment of weir (including installation of eel pass, access steps and fencing)	Ea	1		
7a	Removal of redundant steel beams	Ea	1		
8	Provision of 'as constructed' carbon calculations and 'as constructed drawings	Ea	1		
The total of the Prices				£299,290.43	

The method and rules used to compile the Price List are

Scope

1. Description of the works

Overview

Golden Valley Weir (the Site) is a 4 x step concrete capped gabion weir structure located on the River Boyd, on the northern outskirts of the village of Bitton (see Site Location and Boundary Plan in the Site Information – **Appendix A**). The weir is approximately 13m long x 14m wide, with each step approximately 1m in height. The weir was originally installed as a two-step weir on the River Boyd in the 1970s as part of the Bitton Flood Alleviation Scheme (FAS). In 2003 it was reconstructed into a four-step gabion weir to expand the weir as well as fixing damage to the original lower gabion step. Further details including construction photos can be found within the Bitton FAS Operation and Maintenance Manual (Site Information – **Appendix B**).

The weir is now failing with a fallen gabion wall section at the downstream end (see photos below), and washout areas around the upstream left bank wingwall creating voids behind the weir gabion walls and causing leaks through the walls within the structure itself. If left unrepaired, the erosion to the bank behind the structure will eventually cause the weir fail completely with further wall collapses as observed on the left bank immediately downstream of the structure (see photos below).



It is understood that there were also leaks on the right bank, which have been temporarily stemmed and were not visible during the outline design stage.

Golden Valley Weir also presents a significant obstruction to eel passage, limiting the extent of available eel habitat upstream of the award-winning eel pass at the Ski Jump structure approximately 250m downstream.

The *Client* has a legal obligation under the Eels (England and Wales) Regulations 2009, to provide safe passage of eels past this obstruction.

Objective

The primary objective of this work is to repair the Golden Valley Weir and install an embedded stone eel pass. This will reinstate the weir back to its required standard of protection, reduce flood risk as part of the Bitton FAS,

retain the upstream water levels for angling and abstractions, improve the life span of the asset and provide an eel passage solution that is safe to operate and maintain.

Scope - Detailed Design Phase

To deliver the above *Client* objectives and the following scope, the *Contractor* will assume the role of Principal Contractor.

Pre Construction Stage

Prior to works commencing on site the *Contractor* shall:

- Undertake a photographic pre-construction condition survey of the structure, access routes, and proposed compound/working areas that will be affected by the *works*. The pre-construction photographic condition survey is to be presented in a concise standalone survey report, with key locations and any existing defects clearly identified and referenced. The report is to be provided to the *Client* **one** week before any works start on site;
- Apply for and manage, using all reasonable endeavours, any required Right of Way diversion/closure and Flood Risk Assessment Permit(s) (FRAP);
- Before any work commences on site, undertake an ecological walkover to reaffirm the findings of the Preliminary Ecological Appraisal (PEA) undertaken during the design phase. Findings are to inform the *Contractor's* ecological toolbox talk to their staff, which will include any mitigation for protected species, biosecurity requirements for non-native or invasive species, and measures to prevent debris or pollutants entering the watercourse. The *Client's* project team are to be invited to the toolbox talk; and
- Provide their proposed approach for site access, welfare and storage provisions via a simple annotated plan.

Before construction can commence the *Contractor* shall liaise with the *Client's* project team and Residential Principal Designer to develop and gain *Client* approval of:

- Pre-Construction Information (PCI), Construction Phase Plan (CPP), Traffic Management Plan, Risk Assessments and Method Statements (RAMS).

Temporary works design, RAMS and calculations must also be provided to the Principal Designer for acceptance.

Construction Stage

To deliver the works the *Contractor* shall, as per the *Client* approved designs and the Principal Designer accepted approved CPP and RAMS:

- Mobilise to site and set up the site compound, storage areas and safety signage as required;
- Install any *Client* accepted Temporary Works design and, once installed, obtain sign off from the *Contractor's* appointed Temporary Works Supervisor;
- Implement *Client* accepted designs (including removal of the derelict bridge remains);
- Reinstate the working areas and any disturbed access routes, reseed green areas where required; and,
- Demobilise.

Post Construction Works

The *Contractor* shall liaise with the *Client's* project team, Designer and CDM Principal Designer (See **Appendix 2** of PCI for contact details), to provide:

- Marked up 'as constructed' drawings, identifying any deviations from the design accordingly. Any deviations from the *Client* accepted design are to be clearly communicated to the Designer to enable the

Designer to issue final 'As constructed' drawings in both .pdf and .dwg format ready for submission to the Principal Designer for approval;

- *Contractor* CDM Health and Safety File input/information to enable the Principal Designer to finalise the CDM Health and Safety File (initial draft provided);
- a photographic post-construction condition survey of any access routes to the structure, and areas around the structure that will be affected by the *works*, especially any compound area and working areas. The post-construction photographic condition survey is to be presented in a concise standalone photographic report, with key locations and any existing defects clearly identified and referenced. The report is to be provided to the *Client* **one** week after demobilisation from the site and will be required before 'Completion' is certified; and,
- A separate electronic folder containing copies of the photographs of the works pre-, during and post-construction.

2. Drawings

Drawing Number	Revision	Title
A120100-TGEE-GV-22-DR-C-0010	C01	Site Hazard Plan
A120100-TGEE-GV-22-DR-C-0017	C01	Proposed Eel Pass Details
A120100-TGEE-GV-22-DR-C-0018	C01	Fencing Details
A120100-TGEE-GV-22-DR-C-0019	C01	Proposed Eel Pass Design
A120100-TGEE-GV-22-DR-C-0020	C01	Section and Details

3. Specifications

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
Elver and Eel Passes: A guide to the design and implementation of upstream and downstream passage solutions at weirs, tidal gates and sluices LIT55165	12/22	yes
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	09/23	

4. Constraints on how the *Contractor* Provides the Works

The access date for the site is week commencing 26/02/2025.

The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract.

No work can be undertaken on site until all relevant permissions and consents have been obtained.

The *Contractor* shall provide minimum 3 weeks notice before starting any works on site so the *Client's* Estates team can contact landowners and carry out landowner access negotiations.

The design of any Temporary Works and access must take into consideration the potential presence of protected and non-native species.

NOTE – Signal crayfish and Himalayan balsam have been observed in close proximity to the weir structure.

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

The *Contractor* shall submit his programme with the *Contractor's* Offer for acceptance. The *Contractor* shall 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 & 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

Delivery Timeframe and Programme

For programming purposes the *Contractor* must allow a minimum of 10 days for any *Client* /Principal Designer review.

The programme is to include the date required for land access notices and is to be issued a minimum of 2 weeks prior to mobilisation.

The construction work is to be completed during the summer months within the 2025/26 Financial Year.

6. Services and other things provided by the *Client*

Item		Date by which it will be provided
Services Search Returns Note - the above services information does not remove the <i>Contractor</i> or <i>Contractor's</i> requirement to carry out safe working practices in relation to overhead and underground services.		Included. Returns will be updated 2 weeks prior to CPP submission.
A120100-TGEE-WE-02-RP-C-0801 P03_Golden Valley Weir Options Report		Included in Site Information
Preliminary environmental screening and appraisal from NEAS and/or local FBG team.		Contract Award
Topographical Survey, Ground Investigation Factual Report and GPR findings.		Included in Site Information
<h2>Site Information</h2> <p>See provided 'Site Information' document and associated zip file that includes</p> <ul style="list-style-type: none"> • PCI Document • Services search returns, including GPR undertaken at design stage • Golden Valley Weir Location Plan • A120100-TGEE-WE-02-RP-C-0801 P03_Golden Valley Weir Options Report • Bitton FAS Operation and Maintenance Manual • GI Factual Report • Topographical Survey • Bridge Inspection Report <p>Golden Valley Weir drawings provided for general information purposes;</p> <ul style="list-style-type: none"> • 2589-00-001 Original Weir General Arrangement • 2589-00-002 Modified Weir General Arrangement 		

Proposed sub-contractors		
	Name and address of proposed subcontractor	Nature and extent of work

Proposed sub-contractors

1.	Form of Contract:	
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	