



# 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)
Rev B amended prices	
V2 – clarifications post 14 November telecon with supplier	
V3 – clarifications post 16 <sup>th</sup> December mtg	
V4 – correct numbering references in Price table	
V5 – items 13, 14 and 15 removed	

# NEC4 Engineering and Construction Short Contract

A contract between	<b>The Environment Agency</b> <b>Horizon House</b> <b>Deanery Road</b> <b>Bristol</b> <b>BS1 5AH</b>
And	<b>Land and Water Services</b> <b>Albury Mill, Mill Lane</b> <b>Chilworth</b> <b>Guildford</b> <b>GU4 8RU</b>
For	<b>Small Works Package Wessex H&amp;T – Knapp Mill Phase 1:</b> <b>Site Options Assessment, Site Investigation &amp; Outline</b> <b>Design/Costing.</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	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications		
The <i>works</i> are	Small Works Package Wessex H&T – Knapp Mill Phase 1: Site Option Assessment, Site Investigation & Design/Costing	
The <i>site</i> is	Fishermen Haunt, nr Winkton.	
The <i>starting date</i> is	To be determined by Land & Water Services' programme, but no earlier than 28 <sup>th</sup> October 2024	
The <i>completion date</i> is	To be determined by Land & Water Services' programme, but no later than December 2025	
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: To be confirmed		

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 *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

# Contract Data

## The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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**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
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The <i>Client</i> provides this insurance	None
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### 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 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
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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	
<b>Only enter details here if additional conditions are required.</b>	
Z1.0	<b>Sub-contracting</b>
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	<b>Environment Agency as a regulatory authority</b>
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	<b>Confidentiality &amp; Publicity</b>
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.
Z4.0	<b>Correctness of Site Information</b>
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	<b>The Contracts (Rights of Third Parties) Act 1999</b>
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	<b>Design</b>
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	<b>Change to Compensation Events</b>
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"> <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> </ul>

	<ul style="list-style-type: none"> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
Z8.0	<b>Framework Agreement</b>
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	<b>Termination</b>
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	<b>Data Protection</b>
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	<b>Liabilities and Insurance</b>
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	<b>Packaging</b>
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><b>Inflation</b></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>

# Contract Data

## The *Contractor's* Contract Data

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

# 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 £63,810.00

**Enter the total of the Prices from the Price List.**

Signed on behalf of the *Contractor*

Name

Position

Commercial Director

Signature

Date

10th January 2025

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

Signed on behalf of the *Client*

Name

Position

Project Manager (PCM SW)

Signature

Date

27/01/2025

# 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	Preliminary Ecological Assessment (Phase 1 Habitat survey).		1	£3,705.00	£3,705.00
2	Vegetation cut		2		
2.a	<i>First Cut low lying scrub cut</i>	Sum	1	£2,645.00	£2,645.00
2.b	<i>2nd extensive vegetation cut</i>	Sum	1	£3,520.00	£3,520.00
3	GPR survey	Sum	1	£4,535.00	£4,535.00
4	Topographic survey of land and channel (see site info pack)	Sum	1	£5,405.00	£5,405.00
5	Ground Investigation PCI	Sum	1	£2,720.00	£2,720.00
6	Ground Investigation CPP/RAMS	Sum	1	£810.00	£810.00
7	Ground Investigation specification by Designer	Sum	1	£3,785.00	£3,785.00
8	Ground Investigation Habitat Regulation Assessment & FRAP	Sum	1	£5,225.00	£5,225.00
9	Ground Investigation report & testing (note: testing for design but also archaeology) <i>Excluded - At Main Tender Stage once ECI stage has been completed</i>		1		<i>Excluded - At Main Tender Stage once ECI stage has been completed</i>
10	Ground Investigation: construction works will be a CE to this contract	For information purposes			

11	Fishermen Haunt Site Options Assessment Report of Option 1 & 2.				
11.a.	a. Environmental constraints and required mitigation for constructing in a European Designated Habitat(s), including risks and opportunities. We would expect this section to be informed by a more detailed Phase 2 Habitat/Specie survey to inform the EIA process. <b>Undertake a Stage 1 Habitat Regs Assessment to assess if there are any likely significant effects.</b> If required undertake a Stage 2 HRA assessment.	Sum	1	£2,389.00	£2,389.00
11.b	b. Buildability statement.	Sum	1	£840.00	£840.00
11.c	c. The construction costs for permanent and any temporary works. <i>Clarification required - Assumed Estimating / QS time only to prepare Priced Schedule at Main Tender Stage / Excluded - At Main Tender Stage once ECI stage has been completed</i>	Sum	1	£3,960.00	£3,960.00
11.d	d. The construction risks assessed and priced.	Sum	1	£2,082.00	£2,082.00
11.e.	e. Outline design of Option 1 and 2 for Client consultation.	Sum	1	£19,525.00	£19,525.00
11.f	f. Carbon assessment of both options using the Carbon calculator.	Sum		£2,040.00	£2,040.00
12	Early liaison with the Local Planning Authority on the two options. (Suggestion for pricing for 2 Face to face meetings). <i>Assumes a maximum of 2no. hours per meeting for 1x Project Manager, 1x Environmental Scientist, 1x Technician / Estimator.</i>	Sum	2	£312.00	£624.00
<b>The total of the Prices</b>				<b>£63,810.00</b>	

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

As defined in the Site-Specific Packs:

### Small Works Package Wessex H&T – Knapp Mill

#### 1.1 Project Background

Knapp Mill Flow gauge is used to give a total flow for the Hampshire Avon. This flow data is used for multiple business reasons, including regulating abstraction permits, catchment incident reasons i.e. drought/flood, informing the status of the European Habitats by Natural England, and compiling the Water Situation Report. The Hampshire Avon watercourse (lower reaches) channel alignment is naturally adjusting creating avulsions, resulting in smaller channels being created. The loss of water into these secondary channels means we are no longer recording the total flow of the river at our current Knapp Mill gauging station. The EA now investigating a new site upstream to design and construct a new flow station.

Phase 1 involves enabling works, design of our current preferred site for two technology options, then securing the relevant approvals from our Project Board, EA Project Assurance of the preferred option to progress to the expected statutory approvals.

Phase 2 will be the build phase which will be tendered through the EA AOMR Framework.

#### 1.2 Description of the works

##### 1.2.1 The *Contractors* works are:

1. Preliminary Ecological Assessment (or Phase 1 Habitat survey) of both sides of the watercourse. We require a report with an accurate map that denotes the types of dominant habitats and species identified.
2. Two vegetation cut(s) to enable site investigation (GPR, Topo, GI and ecological surveys) First cut to be for a low-lying scrub cut prior to February then a follow up cut prior to the Ground investigation, which could be more extensive. Both cuts to be undertaken on the left bank looking downstream.
3. The Topographic survey is to cover both banks and the river channel, refer to the Site information pack of an approx. number of cross-sections required.
4. Ground Investigation of the lefthand bank only to enable the design. Testing is required. It is highly possible high archaeological value will be discovered so this needs to be monitored and recorded. A GI report is required. **The GI works will be a CE.**
5. A Site Options report that appraises Option 1 and Option 2 as shown in the Site information document. This report must cover the following themes:
  - a. Environmental constraints and required mitigation for constructing in a European Habitat, including risks and opportunities. We would expect this section to be

informed by a more detailed Phase 2 Habitat/Specie survey to inform the EIA process. Undertake a Stage 1 Habitat Regs Assessment to assess if there are any likely significant effects. If required undertake a Stage 2 HRA assessment.

- b. Buildability statement of both options.
- c. The construction costs for permanent and any temporary works.
- d. The construction risks of both options assessed and priced.
- e. Outline design of both Option 1 and 2, with drawings and designer risks assessment for Client consultation
- f. Carbon assessment of both options (Carbon Calculator).

The above (a to f) will be used to enable the *Client* to produce a Full Business Case and to determine the selection of a preferred option.

7. Habitat Regulations Assessment (HRA) secured from Natural England for the Ground Investigation work.

8. Flood Risk Activity Permit for Ground Investigation.

### **1.3 SITE PROGRESS MEETINGS**

Frequency: weekly meetings through the awarded programme.

Chairperson (who will also take and distribute minutes): Client's Project Manager

### **1.4 Completion**

Prior to Completion the Contractor shall arrange a joint inspection with the Client. The initial inspection shall take place a minimum of one week in advance of the Completion.

Completion is achieved and certified only when the works have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for its intended use. The Client is responsible for making their initial judgement following the joint inspection.

The following criteria must be met for the works to be certified as Complete:

- The Contractor shall be responsible for ensuring the design is acceptable to the Client, gaining formal approval.
- The Contractor shall undertake the mitigation actions outlined in the Environmental Action Plan (EAP).
- All excavation, earthworks, and topsoiling work must be fully complete, and all construction plant, and machinery must be removed from site.
- All site perimeter fencing, temporary works, materials storage and waste must be removed from site.
- All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

The following are absolute requirements for Completion to be certified, without these items the Client is unable to use the works:

- The whole of the Works have been completed in accordance with the Scope.

- There are no Defects that prevent safe access and operation by the Client. There are no Defects that present a health and safety hazard to the public or landowners.

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
	1	Site Specific Pack Information

## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
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*.

**As defined in the Site specific Pack: Knapp Mill Phase 1**

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.
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
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.
<b>Working times</b>
The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)
<b>5. Requirements for the programme</b>
<b>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.</b>
<b>State what the use of the <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).</b>

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) The programme shall include review and consultation periods for the statutory consultations/permissions and approvals with the Local Planning Authority and Natural England.
- (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

Refer to in the defined Site specific Pack:

### Existing utilities and services

These can be made available post award.

### Soils and Ground water

No information

### Site investigation

None available

### Site location plans

See site specific plan

### Health and safety file

Not applicable

**Access to site**

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

**Use of the site**

We believe its residential/agricultural land

**Surrounding land / building uses**

General: Adjacent and nearby uses are as follows:

A residential site on the left-hand bank. An open field on the right bank.

**Health and safety hazards**

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.	AP Land Surveys Ltd 21 Grandisson Drive Ottery St Mary Devon  Form of Contract:	Bathymetric, GPR and Topographical Surveys.  Back-to-back.
2.	ATM Unit W3, Purn House Farm, Bleadon, Weston Super Mare, BS24 0QE  Form of Contract:	Vegetation clearance.  Back-to-back.
3.	Ecological Surveys Ltd 14 Lower Clicker Road Menheniot, Liskeard PL14 3PJ  Form of Contract:	Ecological Surveys  Back-to-back.
4.	Tony Gee and Partners LLP, 4th Floor, Arthur House, 11- 13 Chorlton Street, Manchester, M1 3FH, UK.  Form of Contract:	Consulting Engineer  Back-to-back.