



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	
Rev C removed FRAP	

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Land and Water Services Weston Yard Albury Guildford Surrey GU5 9AF
For	Small Works Package Wessex H&T – Wellow Flume Minor Works Design & Build.
	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	<div></div>	
The <i>works</i> are	Wellow Flume minor works – installation of a new kiosk and supporting ancillaries to become a live asset. Decommission the old hut and fill in stilling well. Reinforce access to field entrance off Hassage Hill. Please refer to Wellow Site-Specific Packs for specifics	
The <i>site</i> is	ST 74047 57995	
The <i>starting date</i> is	To be determined by Land & Water Services’ programme, but no earlier than 01 August 2024	
The <i>completion date</i> is	To be determined by Land & Water Services’ programme, but no later than 31 st March 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) 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	Weston Yard, Albury, Guildford GU5 9AF	
Address for electronic communications		
The fee percentage is	As Framework	%
The people rates are	As Framework	
category of person	unit	rate
The published list of Equipment is		As framework
The percentage for adjustment for Equipment 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	£70,565.71
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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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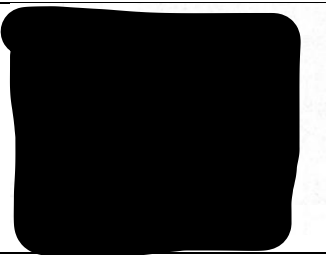
Date	5/8/24
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
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Position	Project Manager (PCM SW)
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Signature	
Date	06/08/2024

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	Enabling works - Veg cut	item	1	848.12	848.12
2	Access, compound and welfare	Sum	1	3,223.5	3,223.5
3	GPR	Sum	1	2,326.56	2,326.56
4	Topographic survey pre and post.	Sum	1	2,076.56	2,076.56
5	Pre-Construction Information report (word)	Sum	1	2,886.25	2,886.25
6	Detailed Design	sum	1	7,242.5	7,242.5
7	Construction of the proposed works as described on the agreed design drawings	sum	1	30,026.56	30,026.56
8	Decommission of existing hut and infill stilling well	sum	1	9,127.51	9,127.51
9	Construction Phase Plan - RAMS in accordance with EA SHEW Code of Practise.	sum	1	1,326.26	1,326.26
10	Health & Safety File (WORD), including as built drawings	sum	1	1,326.25	1,326.25
11	Structural condition survey of the flume	sum	1	5,780.63	5,780.63
12	Vegetation Clearance for Condition survey	sum	1	4,375.0	4,375.0
The total of the Prices				70,565.71	

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

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 – Wellow Minor works Design & Build

1.1 Project background

Wellow Flume is a concrete flow gauging structure ~26m in length, located on the Wellow Brook in the village of Wellow in Somerset, ~7km south of Bath – OS grid reference ST 404357998 (Figure 1). The gauging station was opened in 1966, though the date of construction is unknown. Water levels are monitored via an inlet pipe from the flume into the adjacent kiosk and flow calculated using a stage-discharge relationship. Flow velocity is also measured by a device that sits on the bed of the flume. A recorder hut with intake system located on the left bank has both power and BT services. H&T installed Time of Flight (ToF) sensors just upstream of the flume throttle in 2019/2020 to improve data collection and to understand if these sensors could replace the flume.

The flume is a large asset that requires a lot of resource to maintain and operate, and it is now in poor condition. The high velocities have caused scour at the upstream and downstream points where the riverbanks transition from soft bank composition to the concrete flume. The asset is not believed to be in a condition where it will fail or structurally fall over but if we prolong the timeframe of scour mitigation it will become more expensive to the business.

The project objective is to secure a resilient and safe operating site for FCRM and WR. The project is being split into two phases to ensure an accurate and acceptable Full Business Case is secured for the long-term solution. This contract is for the Phase 1; Phase 2 is envisaged to be a design and build contract for the long-term solution.

A summary of the Phase 1:

1. Relocate H&T kit from left bank (garden) to right bank (paddock) side.
2. Installation of a new kiosk on the right bank (opposite bank from the current hut). Decommission and remove the current hut and fill in the stilling well.
3. Power and BT connections.
4. Design and build a new hardstanding area at the field gate entrance on Hassage Hill for parking two vehicles.
5. A structural engineer to undertake a condition and scour assessment of the flume to inform long term investment options and Clients Full Business Case.

1.2 Description of the works

1.2.1 The *Contractors works* are:

1. Design and build a new kiosk on the right bank (opposite bank from the current hut). The exact location of the kiosk needs to be agreed with the landowner, however for pricing purposes please refer to the site-specific pack.
2. Installation of mains duct to the nearest pole.
3. Installation of BT duct to the nearest pole.
4. Decommission and removal of the old hut and infill stilling well with appropriate fill.
5. Design and build a new hardstanding area for 2 vehicles at the field gate entrance on Hassage Hill/Mill Hill. Improvements to the gateway structure may also be required.
6. A structural engineer to undertake a condition and scour assessment in low flow conditions (summer) of the flume to inform long term investment options. The scope of this assessment should follow the enclosed 2010 Wellow Condition survey to allow the *Client* to understand the change in the assets condition. We expect in channel measurements to be taken of any scour and defects identified, with recommended solutions, reported back to the *Client* in a report deliverable.

1.2.2 The *Contractor shall* maintain the *works* from Completion until the *rectification dates*.

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:

- Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:
- As-built drawings if there have been any changes to design
- A completion certificate will be issued on a project basis prior to the Client taking over the Site.
- 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
Wellow Hut removal and relocation (Wellow Brook) FY2024/25	1	Site Specific Pack Information

38 Wellow Report Rev 2.pdf	2 Report dated 16 September 2010	North Wessex Gauging Station Asset Surveys – Wellow. Survey date 3 May 2010.
WELLOW APLS0102-017 WELLOW APLS0102-018 WELLOW APLS0102-019	ALL DATED October 2011	AP land surveys Topographical survey.
Wellow GI report Wellow location plan Wellow TP logs Wellow WS logs	Version 1 July 2021	Southwest Geotechnical Ltd Geotechnical and basic geo-environmental assessment
Wellow Flume outline design drawings 678082.WF-102: Existing site details Sheet 1 of 2.May 17 Wellow Flume outline design drawings 678082.WF-103: Existing site details Sheet 2 of 2.May17	Rev: 0 31/01/2017	CH2M – Wellow flume improvements

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 <i>Client</i>.
As defined in the Site specific Pack: Wellow Hut and relocation
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

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 <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).	
<p>The <i>Contractor</i> submits his programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> 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:</p> <ul style="list-style-type: none"> (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; <i>Contractor's</i> risks. (e) Contract Completion date 	
6. Services and other things provided by the <i>Client</i>	
Describe what the <i>Client</i> 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: Wellow Gauging Station, Wellow, Combe Down, Bath, BA2 8QL

Location: ST7403357995

Refer to in the defined Site specific Pack: Wellow Hut and relocation

Existing utilities and services

Drawings: See enclosed utility searches

Other information: N/A

Soils and Ground water

Information: Refer to Ground Investigation report

Site investigation

Report: North Wessex Gauging Station Asset Surveys – Wellow. Survey date 3 May 2010

Site location plans

Issue details: Refer to the *Clients general arrangement* drawings to show site layout. Listed in Drawing section of this contract.

Health and safety file

Issue details: To be confirmed if available.

Access to site

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

Use of the site

General: The flume is a flow measuring structure operated and maintained by the Environment Agency. The asset is privately owned by the landowner.

Limitations: Landowner requires notification from EA Estates prior to being on site.

Surrounding land / building uses

General: Adjacent and nearby uses are as follows: A residential site on the left-hand bank. A open field on the right bank.

Health and safety hazards

General: The nature and condition of the site/ building cannot be fully and certainly ascertained before it is opened up. However, the following hazards are or may be present:

- The site is located adjacent to a B road and the village highway bridge is downstream of the site.
- Access to the works is restricted by a HV overhead cables.
- PSRA report from 2017 enclosed.

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:	