



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	Breheny Civil Engineering Ltd Flordon Road Creeting St Mary Needham Market Ipswich Suffolk IP6 8NH
For	Stoplogs Design and Build Package 2025
	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	Environment Agency, Owston Ferry Depot, South Street, Doncaster, DN9 1RR	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	a design and build package of works on stoplog assets which include replacement and improvement of stoplogs, and removal of stoplog rebates.	
The <i>site</i> is	At various locations as detailed in the scope of works	
The starting date is	4 th August 2025	
The <i>completion date</i> is	31st March 2026	
The <i>delay damages</i> are	<i>nil</i>	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	£100,000.00	
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 <i>works</i> , 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	

employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	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
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>

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* 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

[REDACTED]

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

Signature

Date

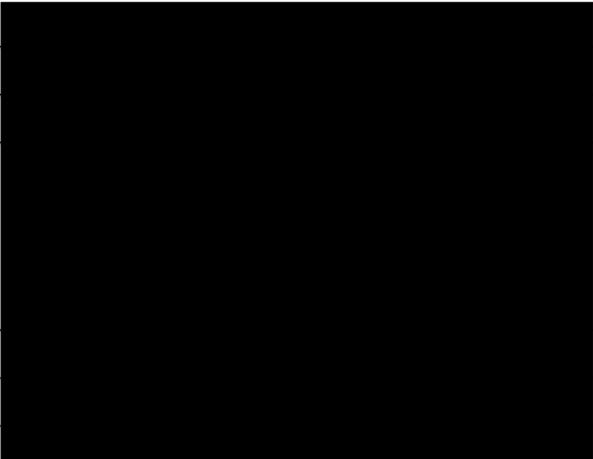
[REDACTED]

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position		
Signature		
Date		

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.

Prices for each individual site need to reflect the following items:

Item Number	Description	Unit	Quantity	Rate	Price
	Project inception meeting and site visits as required for scoping	sum	1		
	Apply for and secure the required permits / consents for the works	sum	1		
	Project supervision and management including third party liaison and progress meetings	sum	1		
	Undertake all relevant surveys required to complete design	sum	1		
	Design of all aspects of the works, including all site visits, surveys, meetings and the Client's acceptance procedure (this item is also to include for the Client's acceptance procedure for all materials proposed by the Contractor, and for the Reservoir Engineer's review (Trentport) and acceptance of all details as part of the Client's acceptance procedure)	sum	1		
	Mobilisation / demobilisation of equipment and welfare facilities	sum	1		
	Design, supply and installation of any temporary works required	sum	1		
	Enabling works i.e. vegetation clearance as required	sum	1		
	Installation of stoplogs as per design accepted by <i>Client</i> . This includes the stoplog storage systems where applicable.	sum	1		

	Design and build for the relocation of footpath and installation of gate at Trentport Pub site. Including blocking wall up and wall extension. Price also includes Laneham works,	sum	1	
	Removal and disposal of surplus materials and waste including stoplogs asset materials	sum	1	
	Reinstatement of site including appropriate waste clearance	sum	1	
	Completion and delivery of Health and Safety files and as built drawings	sum	1	
The total of the Prices				

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* manages and maintains the Main River Network throughout England with a view to reducing flood risk. There has been notification that a selection of stoplog assets are below required condition or are not to health and safety standards for operational response.

These works will be let as an overarching package made up of 7no. individual projects, to be managed by a single *Contractor*. This document forms the overarching master scope, to be read in conjunction with the 7no. individual project specific scopes and their associated supporting documents.

Within this design and build contract, there are 7no. stoplog assets at various locations which require either updating, replacing or removal and reinstating works, detailed scope breakdowns can be found within the tender documents provided within this contract.

Projects:

1. Littleborough Stoplogs storage and repair

Asset ID: 496531; Littleborough Road, DN22 0HD; Grid reference: SK8250382555

The existing wooden stoplogs and concrete rebates are used as part of a flood defence embankment to protect a small number of residential/commercial properties from being flooded by the tidal Trent. These stoplogs are manually lifted in and out but have been red carded due to inadequate storage presenting a health and safety concern. There is also evidence of the rebates being below required condition. There is a need to design and build an adequate storage system for the existing hardwood stoplogs. Detailed description of works can be found within Appendix B of the tender documents.

2. Laneham Stoplogs removal and repair

Asset ID: 523625 (RB) 523641 (LB); Mian Street, Laneham, DN22 0NG; Grid reference: SK80987640 (RB) ,SK80937639 (LB),

The existing concrete rebates for stoplogs were used as part of a flood defence embankment to raise the level of the road to embankment crest level. However, operational response has changed to set up of a hippodam instead of using the stoplogs. Therefore, there is a need to remove the concrete rebates and repair the void to bring back to embankment levels. Detailed description of works can be found within Appendix B of the tender documents.

3. High Marnham Stoplogs replacement/improvement and storage

Asset ID: 329300; Hollowgate Lane, High Marnham, NG23 6SG; Grid reference: SK8097170237

The stoplogs are not part of a flood defence such as an embankment or flood wall; but it does protect the residences behind from the tidal Trent overtopping and/or the Old Trent channel backing up behind the Brownlow Arms outfall nearby. The existing rebates and stoplogs are below required condition and storage is inadequate. There is a need to design and build adequate storage, and design and install a new proprietary lightweight stoplog system. Detailed description of works can be found within Appendix B of the tender documents.

4. Kerrys Stoplogs replacement/improvement

Asset ID: 33053; Rear of Kerrys Food Factory, Gainsborough, DN21 1LG; Grid reference: SK8105988439

The existing concrete rebates are a part of a wall flood defence and were installed for access to the riverside wharf. However, the stoplogs are permanently in place as the wharf is rarely used. The existing rebates and stoplogs are below required condition. There is a need to design and install a new proprietary lightweight stoplog system. Detailed description of works can be found within Appendix B of the tender documents.

5. Keadby Wharf Stoplogs replacement/improvement

Asset ID: 523638 (D/S), 523617 (U/S); Whartons Wharf, Keadby, DN17 3EH; Grid reference: SE8351211457 (D/S), SE8351011442 (U/S)

There are two sets of stoplogs that are a part of a wall flood defence and were installed for access to the riverside wharf. However, the stoplogs are permanently in place as the wharf is rarely used. The existing rebates and stoplogs are below required condition. There is a need to design and install a new proprietary lightweight stoplog system. Detailed description of works can be found within Appendix B of the tender documents.

6. Trentport Stoplogs removal and wall extension

Asset ID: 23885; Trentport Pub, Gainsborough, DN21 1NE; Grid reference: SK8139189144

There is a small section of brickwork wall that is used as pedestrian access to the Trentport Pub but is of minimal purpose. There is a need to remove the current stoplogs arrangement, build a new section of wall in the existing gap and also design and build an extension of the current flood wall into the embankment to maintain defence height. There is also a requirement to relocate the pub's footpath and gate roughly 13m from the current location. Detailed description of works can be found within Appendix B of the tender documents.

7. Godnow Bridge Stoplogs replacement/improvement

Asset ID: 522487; Rosedene Cottage, DN17 4BN; Grid reference: SE7601811668

There is currently a stoplog arrangement built into a flood wall on a residential property that is below required condition, the stoplogs are there permanently and are of minimal purpose other than for the residents to access the watercourse bank behind their home. The existing rebates and stoplogs are below required condition and storage is inadequate. There is a need to design and build adequate storage, and design and install a new proprietary lightweight stoplog system. Detailed description of works can be found within Appendix B of the tender documents.

Note:

It is expected that the 7no. projects listed above will be delivered under this contract. In the event of unforeseen significant restrictions or blocks to delivery (for example: rejected FRAP), it is possible there will be a variation in the projects scoped for delivery.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
No drawings provided by the <i>Client</i>	N/A	N/A
No existing as-built drawings are available	N/A	N/A

3. Specifications

Title	Date or Revision	Tick if publicly available
Civil Engineering Specification for the Water Industry	7th Edition	Yes
Minimum Technical Requirements – Standard	V 13 – June 2024	No
Minimum Technical Requirements – Environment and Sustainability	V 13 – June 2024	No
Lot 1 Specification Supplementary Clauses - General	V1	No
AOMR Technical Specifications – LOT 1	-	No
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 6	No

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

Various sites within the package of works. See project specific description of works in Appendix B of the tender documents.

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

It is expected that works on individual projects will be undertaken concurrently or consecutively so the package will be managed with an overarching programme to enable co-ordination of delivery. Restrictions or requirements of individual project timings or programmes should be reflected in the master programme and associated reviews and updates.

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) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

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

Describe what the *Client* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

Item	Date by which it will be provided
No items are to be provided by the <i>Client</i> .	N/A

Site Information

Various sites within the package of works. See project specific description of works in Appendix B and C of the tender documents.

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:	