



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	J N Bentley
For	Foss FSA – Land Drainage- Toe Drain
	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, Lateral, 8 City Walk, Leeds, LS11 9AT	
Address for electronic communications	<div></div>	
The <i>works</i> are	Foss FSA Land Drainage - Toe Drain to spillway and ancillary drainage	
The <i>site</i> is	Foss Flood Storage Area, Nr Strensall, York	
The <i>starting date</i> is	08/08/2025	
The <i>completion date</i> is	16/10/2025	
The <i>delay damages</i> are	£216	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 *Adjudicator* 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 *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	N/A	% per complete week of delay.
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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 <i>works</i> , 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	
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	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.	

	The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	<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	J N Bentley Ltd.	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are	AOMR Lot 1 North East Pricing Workbook	
category of person	unit	rate
The published list of Equipment is		AOMR Lot 1 North East Pricing Workbook
The percentage for adjustment for Equipment is		

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 £196,467.81

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 12th August 2025

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 12th August 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
Area 2		sum			
Area 5		sum			

1	[REDACTED]	[REDACTED]			[REDACTED]
2	[REDACTED]	[REDACTED]			[REDACTED]
3	[REDACTED]	[REDACTED]			[REDACTED]
4	[REDACTED]	[REDACTED]			[REDACTED]
5	[REDACTED]	[REDACTED]			[REDACTED]
6	[REDACTED]	[REDACTED]			[REDACTED]
7	[REDACTED]	[REDACTED]			[REDACTED]
8	[REDACTED]	[REDACTED]			[REDACTED]
9	[REDACTED]	[REDACTED]			[REDACTED]
10	[REDACTED]	[REDACTED]			[REDACTED]
The total of the Prices				£196,467.81	

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

Background

Following the implementation of Foss Flood Storage Area (FFSA) changes to natural drainage patterns have affected the surrounding land. Issues such as waterlogging, increased surface water runoff, soil erosion, and flooding have been observed.

This project aims to restore and enhance land drainage systems following the completion of the FFSA development scheme through targeted land drainage interventions. The drainage design has been completed by sub consultants Land Drainage Consultancy Limited who will also act as *Client* supervisor during delivery.

These activities are intended to manage surface and subsurface water flow to prevent waterlogging to Environment Agency fencing, improve land usability and support agricultural productivity.

The project has to date and will continue to engage with 2 key stakeholders. The first is the landowner, David Ashbridge, whose land has been impacted by the FFSA works and the second the local Foss Internal Drainage Board (IDB) who have maintenance responsibility for the receiving watercourse. Consent for outfalls has already been obtained from the IDB by the *Client*.

Scope

The *Contractor* shall procure land drainage as per drawings ENV0002212C-WG-DE-00-DR-D-B1303_1-A6-P06-B1303-EA6-LOD6-Land Drainage - Ashbridge North (Area 2) & ENV0002212C-WG-DE-00-DR-D-B1303_2-A6-P06-B1303-EA6-LOD6-Land Drainage - Ashbridge South (Area 5)

Specifically, this includes works in 2 locations named Area 2 (Ashbridge North) and Area 5 (Ashbridge South). The scope for each of these areas is separate.

In Area 2 the *Contractor* shall undertake :

- Exploratory work to determine levels of existing drains
- Installation 1 No. 200mm GRC Headwall
- Installation of 200mm perforated pipe using trencher with permeable fill to within 300mm of the surface average 1.2m deep
- Removal of arisings from 200mm drain offsite;
- Connection into existing drains using New junctions;
- Installation of 80mm perforated land drains at an average of 800mm deep with permeable fill to within 300mm of the surface
- Removal arisings from 80mm drain offsite;
- The taking down & re-instatement of 140 meters of fencing.

Re-seeding work with permanent grass mixture to all areas will be undertaken by Others

The new drain to be installed via conventional drainage trencher machine and laid at a depth that ensures all existing land drains can be positively intercepted.

All existing land drains containing less than 66% silt to be connected into new drain via purpose made junctions. The minimum grade on new drains is to be 0.1%.

In Area 5 the *Contractor* shall undertake:

- Exploratory work to determine levels of existing drains;
- Installation of 225mm 'twin-wall' pipe from collection chamber to outfall;
- Installation of 80mm drainage pipe c/w drainage stone brought to within 300mm of the surface;
- Installation 1.2m diameter concrete inspection chamber c/w silt trap & 40 ton rated cast lid
- Installation of 225mm 'twin-wall' unperforated pipe;
- Installation of 2No. 225mm outfall headwalls;
- Installation of 2No. 80mm GRC outfall headwalls with 2m solid pipe;
- Installation of 2No. 600mm inspection chambers;
- Spreading of Inert spoil from arisings to low points in area.

Re-seeding work with permanent grass mixture to all areas will be undertaken by Others

The *Contractor* shall consider the use of washed recycled 40mm stone in all required areas. Sample to be approved by *Client* appointed drainage supervisor.

The *Contractor* compound shall be located as per Figure 1 below and the *Client* will arrange any notice of entry and access to or across third party land



Figure 1

Scope Assumptions;-

- 1) All waste and arisings that require removal from site (Area 2 only) are classified as inert
- 2) The *works* will not be delayed or affected by any ecology or environmental constraint. The *Client* will appoint ecological watching brief if required
- 3) There are no underground services that require protection or diversion to facilitate the *works*
- 4) The *Contractor* will be required to produce Health & Safety File, and provide marked up construction drawings at completion, for Others to produce digital As Built versions. There is no requirement for Carbon reporting.
- 5) The headwalls installation can take place without any temporary works to stop or divert flows
- 6) The existing ground conditions are suitable and there is no requirement for trench support (for land

drainage and ditch support), breaking hard ground or dewatering

- 7) The existing fencing is suitable for reuse and does not need to be replaced
- 8) The *Client* has secured the necessary IDB consent for the works
- 9) The stockpile location, prior to loading for removal from site, will be no more than 200 metres from the working areas
- 10) There is no requirement to connect existing land drains into the new drains if the existing is more than 66% full of silt

2. Drawings

Drawing Number	Revision	Title
1	P06	ENV0002212C-WG-DE-00-DR-D-B1303_1-A6-P06-B1303-EA6-LOD6-Land Drainage - Ashbridge North
2	P06	ENV0002212C-WG-DE-00-DR-D-B1303_2-A6-P06-B1303-EA6-LOD6-Land Drainage - Ashbridge South

3. Specifications

Title	Date or Revision	Tick if publicly available
As per specifications outlined in drawings 1 and 2 in section 2		

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

4.1 Deeds and Access

The *Contractor* is to provide the *works* in accordance with the Asset OMR Framework Deed of Agreement and Schedules including the Technical Specifications.

The administration of the contract is to be carried out using the *Client's* contract management tools. All contractual communications are to be sent through the *Client's* contract management tools (FastDraft).

The *Contractor's* site Operatives / personnel (including Subcontractors) prior to carrying out the *works* shall either be:

- a. Formally site inducted to the *site*. Or:
- b. If not site inducted, escorted onto and around the *site* once they arrive.
- c. Under no circumstance, howsoever arising shall the *Contractor's* site operatives enter the *site* until one of the above criteria is fully discharged.

Access to the site shall be taken through the landowners private access track by agreement with the landowner. Formal Notice of Intended Entry will be served by the Agency Estates department.

The *Contractor* shall Provide the Works in accordance with their accepted Framework Sustainability Plan.

The *Contractor* may only use the *site* for the purposes in connection with the *works*.

Site activities shall be planned to comply with the recommendations noted within the latest version of the Environmental Action Plan.

The *Contractor* shall comply with the latest revision of the Environment Agency's Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP) V7 April 2025.

All design and construction activities must adhere to the latest version of the *Client's* Minimum Technical Requirements (MTRs). Where there is conflict between MTRs and the Scope, the Scope takes precedent, but the *Contractor* shall notify the *Client*.

4.2 Use of Site

At the end of each working shift, the *Contractor* shall leave the *site* safe, tidy and without any risk to others. The *Contractor* shall be responsible for the security of the *site* and ensure that no unauthorised person gains access to any part of the *site*.

The *Contractor* shall undertake full pre and post condition surveys of the land and areas of work and share this with the *Client* project manager

The *Contractor* shall be wholly responsible for the security of the *site*, passage of vehicles, personnel/pedestrians and security of neighbouring properties which may be affected by the *works*, including personnel, Equipment, Plant and Materials used in the delivery of the *works*.

The *Contractor* shall establish the construction *site* and compound boundaries immediately upon taking possession and take all necessary steps to clearly identify the construction *site*, preventing access to the *site* by unauthorised persons or trespassers. This includes all inductions and supervision of the *site* at all times during the *works*.

All temporary barriers, fences and hoardings erected as part of the *works* shall be appropriately designed, kept secure, regularly inspected, and maintained throughout the duration of the project.

The *Contractor* shall keep the public informed of the *works* and of the dangers present on the *site* through appropriate notices, signages and other communication methods as the *Client* deems necessary.

The *Contractor* shall consider the security of neighbouring properties and shall not leave unattended any items or conditions which would provide, or assist, access to neighbouring properties

4.3 Protection of the Works

The *Contractor* shall protect the *works*, Equipment, Plant and Materials, liable to damage either by the weather or by the methods employed for undertaking the *works*.

4.4 Traffic management

The *Contractor* shall ensure the adoption of factors identified in the CLOCS standard (https://www.clocs.org.uk/resources/clocs_practice_note_for_designers.pdf) to ensure the safety of construction vehicle journeys as part of the design including

- a. zero collisions between construction vehicles and the community
- b. improved air quality and reduced emissions
- c. fewer vehicle journeys
- d. reduced reputational risk

Traffic Management Plans (TMP) must be developed for all projects. These should include movements of waterborne plant and equipment.

The TMP should identify the specific controls related to highway activities, people/plant interface at the point of work and the prevention of drowning when using water borne plant and vessels. Consideration must also be given to the precautions required to protect pedestrians, including designated walkways on *site* and in the compound area. All deliveries including those out of hours (e.g. tidal constraints) need to be appropriately supervised.

The TMP should be referenced in the Construction Phase Plan prior to commencement of work on *site*, be displayed on *site* during construction and referenced in the *site* induction. It should be regularly reviewed and updated whenever vehicle routes or movement conditions change. All associated operatives must be briefed on the content of the updated TMP and records maintained of the briefing.

4.5 Known Services

1. **Identify the subject and the verb in each sentence.**
 2. **Underline the subject and the verb.**
 3. **Write the subject and the verb in the space provided.**

1. The cat sat on the mat.
 2. The dog barked at the mailman.
 3. The bird flew over the tree.
 4. The car drove down the road.
 5. The man walked to the store.
 6. The woman danced at the party.
 7. The child ran in the yard.
 8. The teacher spoke to the class.
 9. The sun shined brightly.
 10. The moon rose in the sky.
 11. The stars twinkled in the night.
 12. The leaves rustled in the wind.
 13. The water bubbled in the pot.
 14. The fire crackled in the hearth.
 15. The clock ticked on the wall.
 16. The door creaked when it opened.
 17. The window rattled in the frame.
 18. The floorboards groaned under the weight.
 19. The engine roared as the car started.
 20. The wheels spun as the car moved forward.

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4.6 Notice of intended Entry

The works are subject to the issue of a Notice of Intended Entry submitted by the Environment Agency Estates department on behalf of the project.

4.7 Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

The *Contractor* may work on a Saturday by agreement with the Client Project Manager

4.8 Client Appointed Supervisor

The *Contractor* shall deliver the works under the supervision of the *Client* appointed designer and supervisor of the works.

5. Requirements for the programme

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

Further to the requirements of ECC Clause 31 the *Contractor* shall provide a written explanation of changes to each programme activity, sufficient to enable the *Client* to understand the cause and impacts.

The *Contractor* shall submit to the *Client* a list of planned activities every week during construction. The list of activities shall be submitted on Friday of the preceding week. Any out of regular hours work must be clearly indicated to allow planning of appropriate attendance by the *Client*.

The *Contractor* shall ensure through planning and programming of the *works* to minimise the risk of damage to the existing structures and assets during construction of the *works*.

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

Item	Date by which it will be provided
Access to the Site	15/06/2025
A suitable area for the compound agreed with the landowner	15/06/2025
Land Drainage supervision	15/06/2025

Site Information

ENV0002212C-WG-IR-00-TN-K-B1303_5-A3-P02-B1303-EA6-LOD6-Site Information - Land Drainage May 2025.zip



15_0381_SABIC_wor
king_conditions.pdf



Gas pipe-01.pdf

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:	