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** [redacted]
And	**Stonbury Limited**
For	**Maintenance Works for River Ash and Albury tributaries Flood Storage Areas**
	Contract Forms 1. **Contract Data** 2. **The *Contractor's* Offer and *Client's* Acceptance** 3. **Price List** 4. **Scope** 5. **Site Information**

Contract Data

The *Client's* Contract Data

	The *Client* is	
Name	Environment Agency	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *works* are	Design and construct maintenance works at River Ash (TL 43953 23282) and River Albury (TL 43954 23326) Flood Storage Areas, including Lloyd Taylor Drain (TL 43918 22501) such as construction of concrete hardstanding and repair works.	
The *site* is	[River Ash (NGR: TL 43840 23273) and River Albury (NGR: TL4396423314) flood storage areas, including Lloyd Taylor Drain in Little Hadham – (NGR: TL4478523293). See Appendix 3.3 for the "Structure's Location Plan".	
The *starting date* is	28/10/2024	
The *completion date* is	30/06/2025	
The *delay damages* are	*Nil*	Per day
The *period* for reply is	2	weeks
The *defects date* is	52	weeks after Completion
The *defects correction period* is	4	weeks

The *assessment day* is	the last working day	of each month
The *retention* 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	0.5	% per complete week of delay.
For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	The Contract Price	
The *Client* provides this insurance	None	

Insurance Table

Event	**Cover**	**Cover provided until**
Loss of or damage to the *works*	Replacement Cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	

The *Contractor's* 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 *Contractor*) arising from or in connection with the *Contractor's* 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 *Contractor* 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 *Contractor* 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 *Adjudicator nominating body* is	The Institution of Civil Engineers
The *tribunal* is	litigation in the courts

The *conditions of contract* 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 *Contractor* submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* 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 *Client* 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 *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* 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 *Client* and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The *Contractor* may publicise the works only with the *Client's* 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 *Client* but is not warranted correct. The *Contractor* 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 *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The *Contractor* designs the parts of the works which the Scope states they are to design.
Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design.
Z6.4	The *Contractor* 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	Delete the text of Clause 60.1(11) and replace by: The *works* are affected by any one of the following events • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* 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 *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* 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.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z110	Inflation At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the *starting date* and the Contract Date.

	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* Contract Data

	The *Contractor* is	
Name	Stonbury Ltd	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	%
The *people rates* are	As per EAOMR framework	
category of person	unit	rate
Site Agent	hr	[redacted]
Project Manager	hr	
Health & Safety	hr	
Surveyor	hr	
Operative	hr	
3 Man Operative team	day	
The *published list of Equipment* is		
As per priced framework schedule		
The *percentage for adjustment for Equipment* is		
24%		

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	[redacted]
Signature	[redacted]
Date	[redacted]
The *Client* accepts the *Contractor's* Offer to Provide the Works	
Signed on behalf of the *Client*	
Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	[redacted]

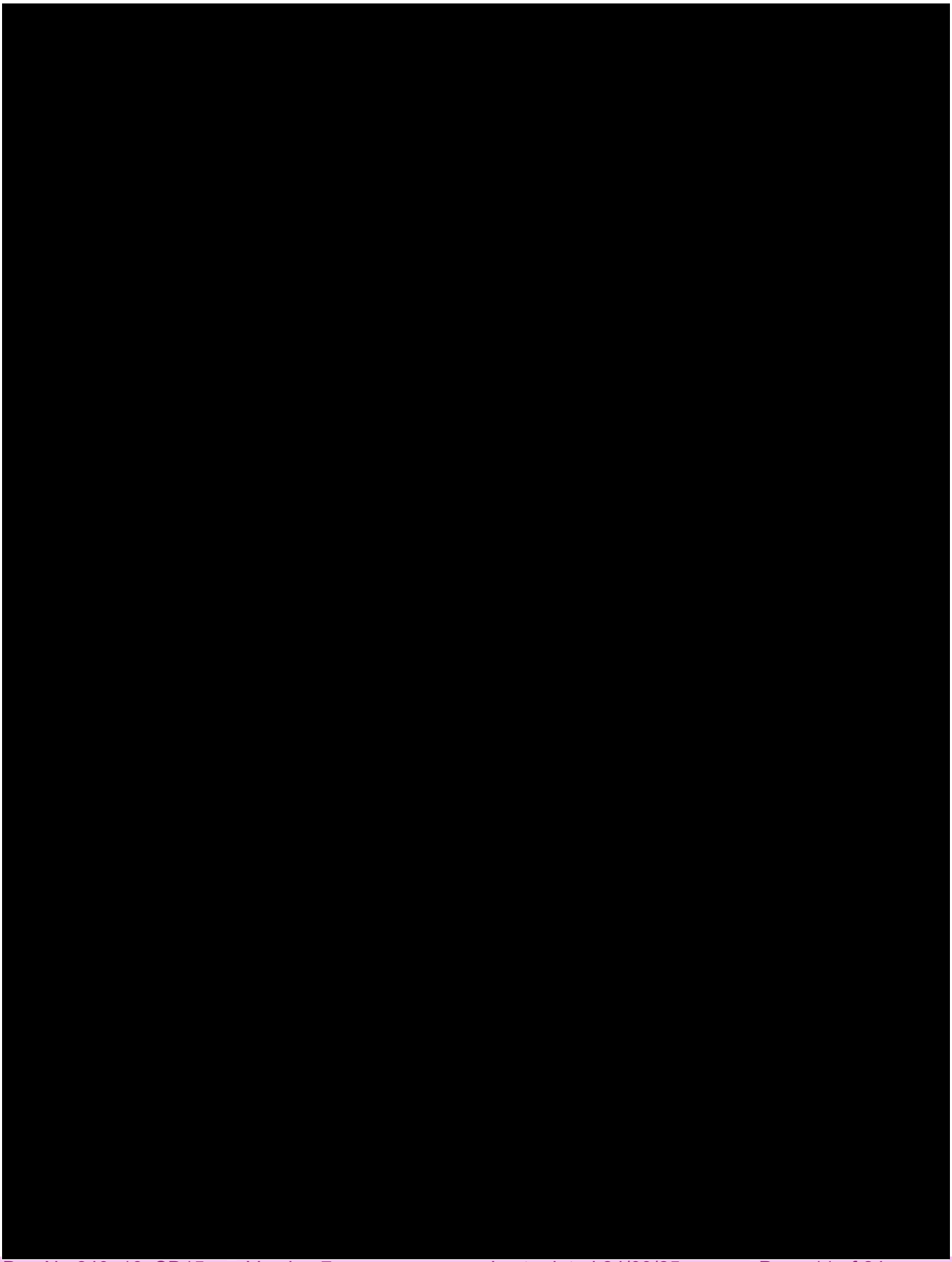
Price List

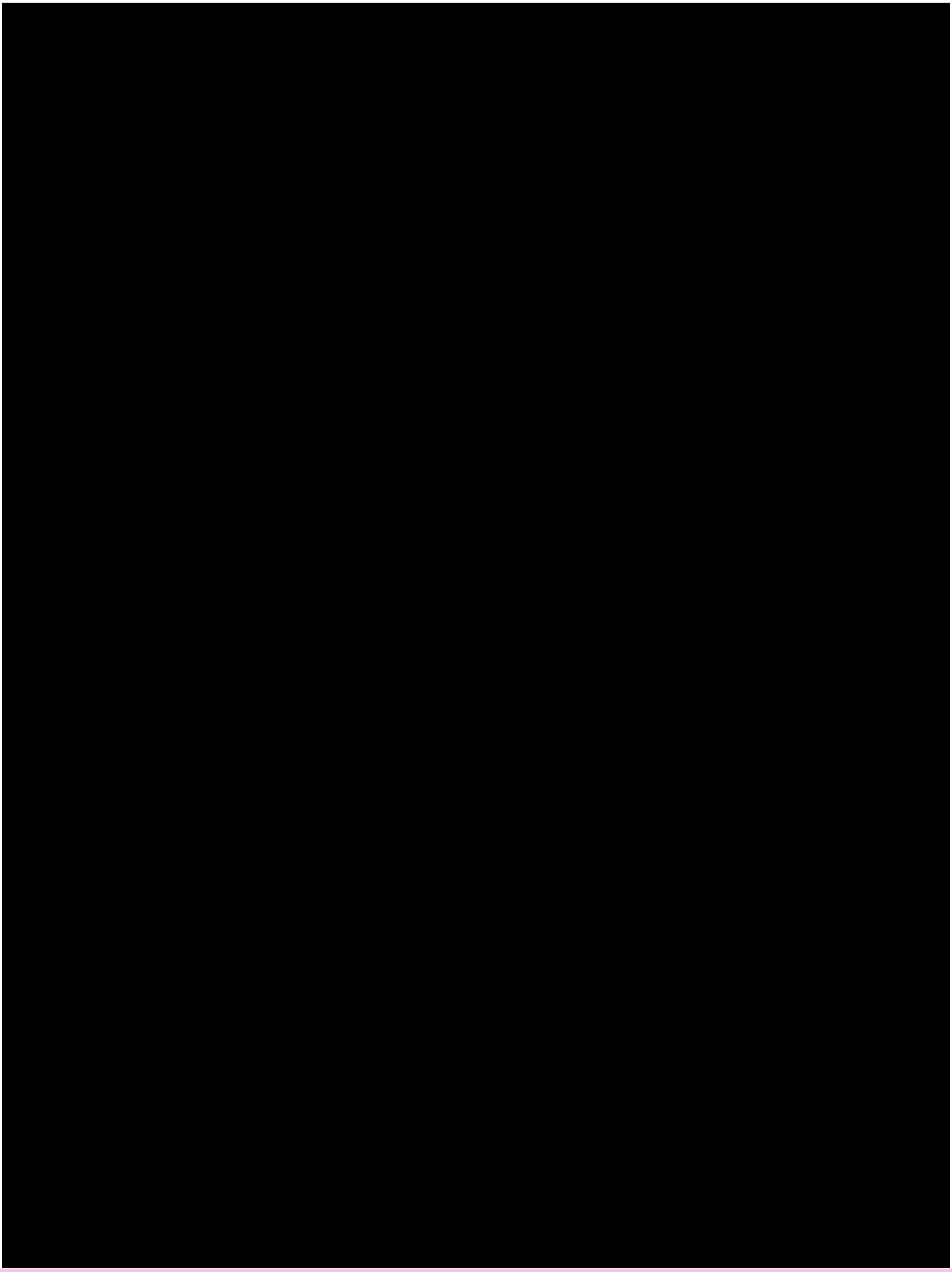
Entries in the first four columns in this Price List are made either by the *Client* or the tenderer.

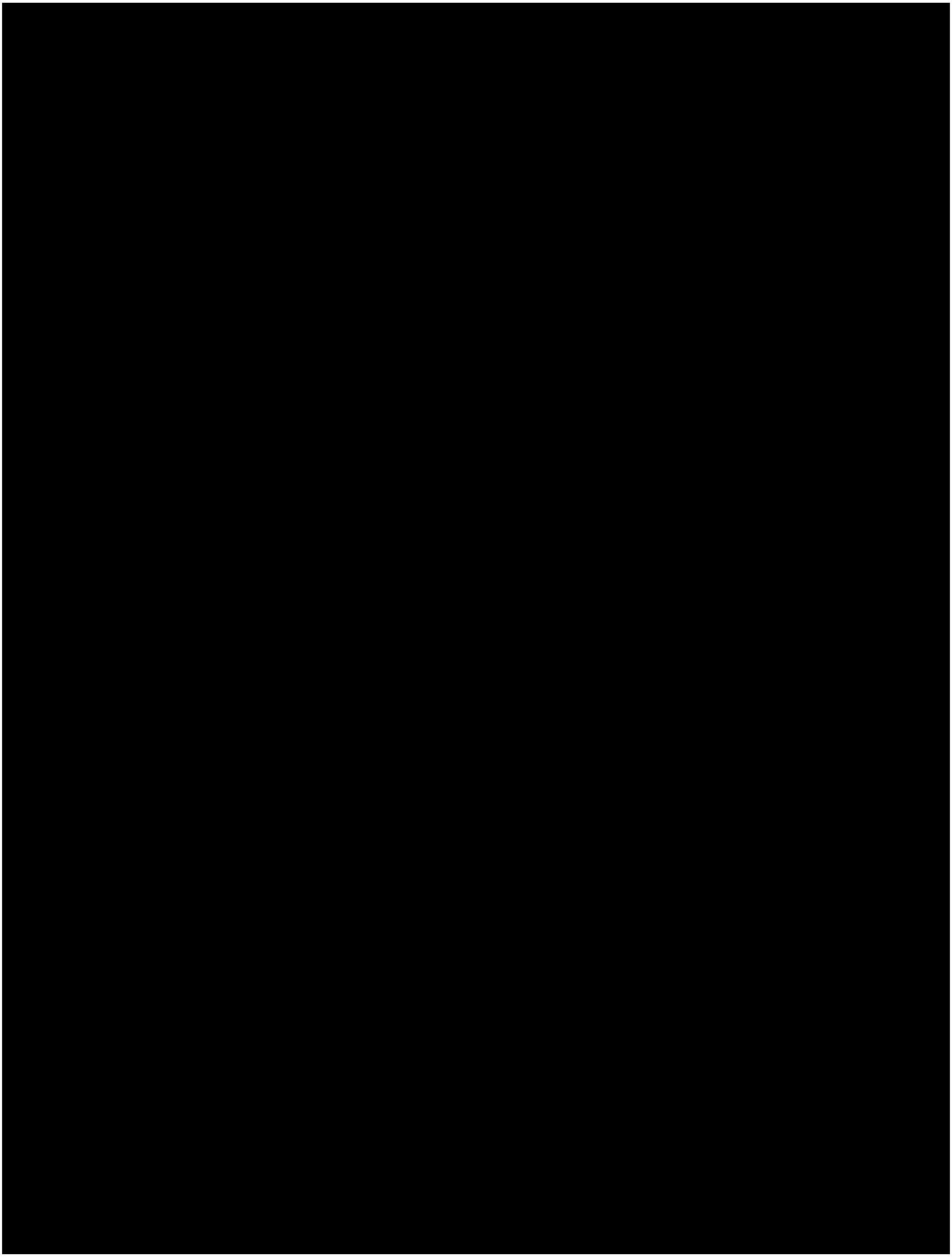
If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

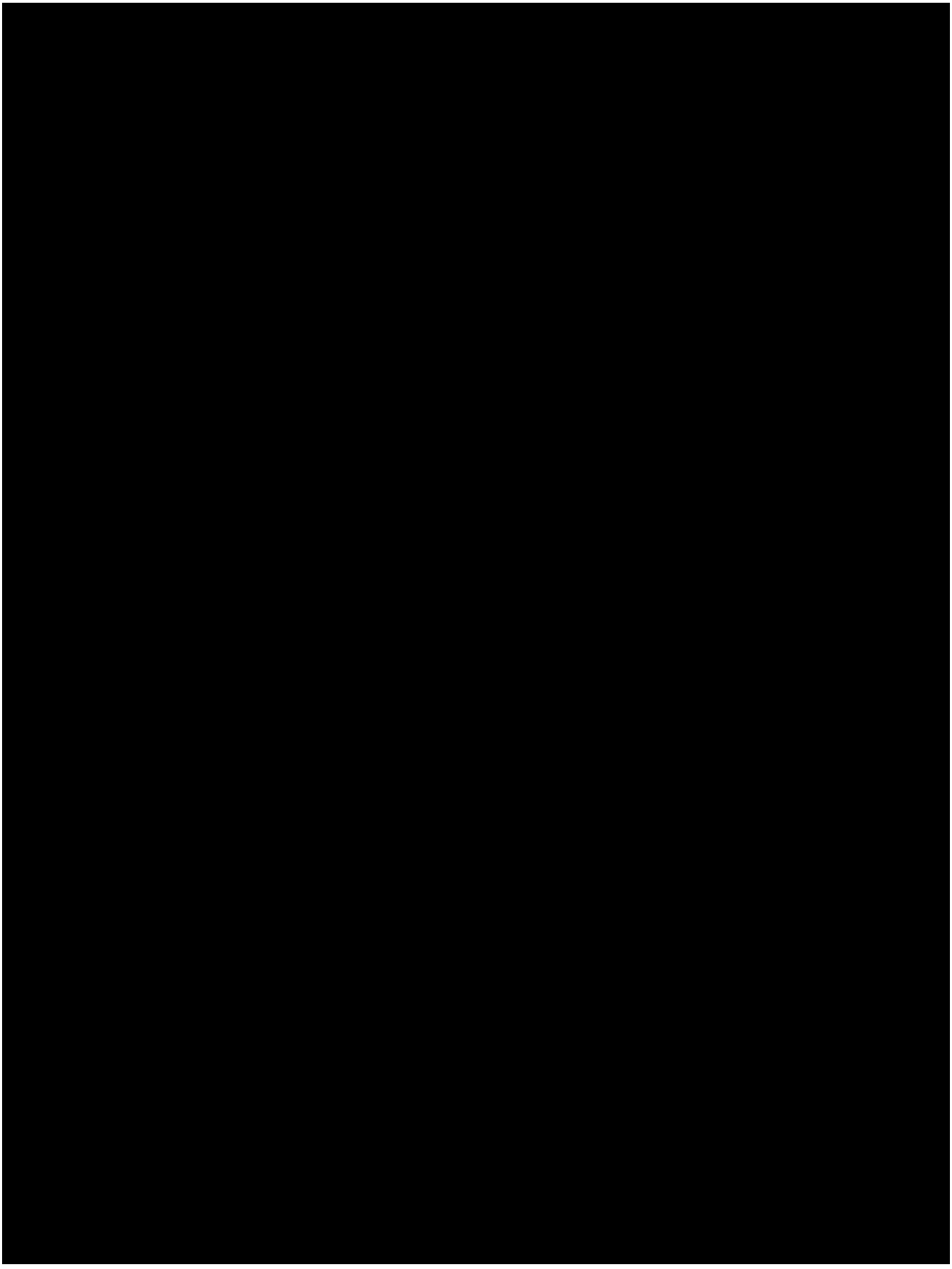
If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

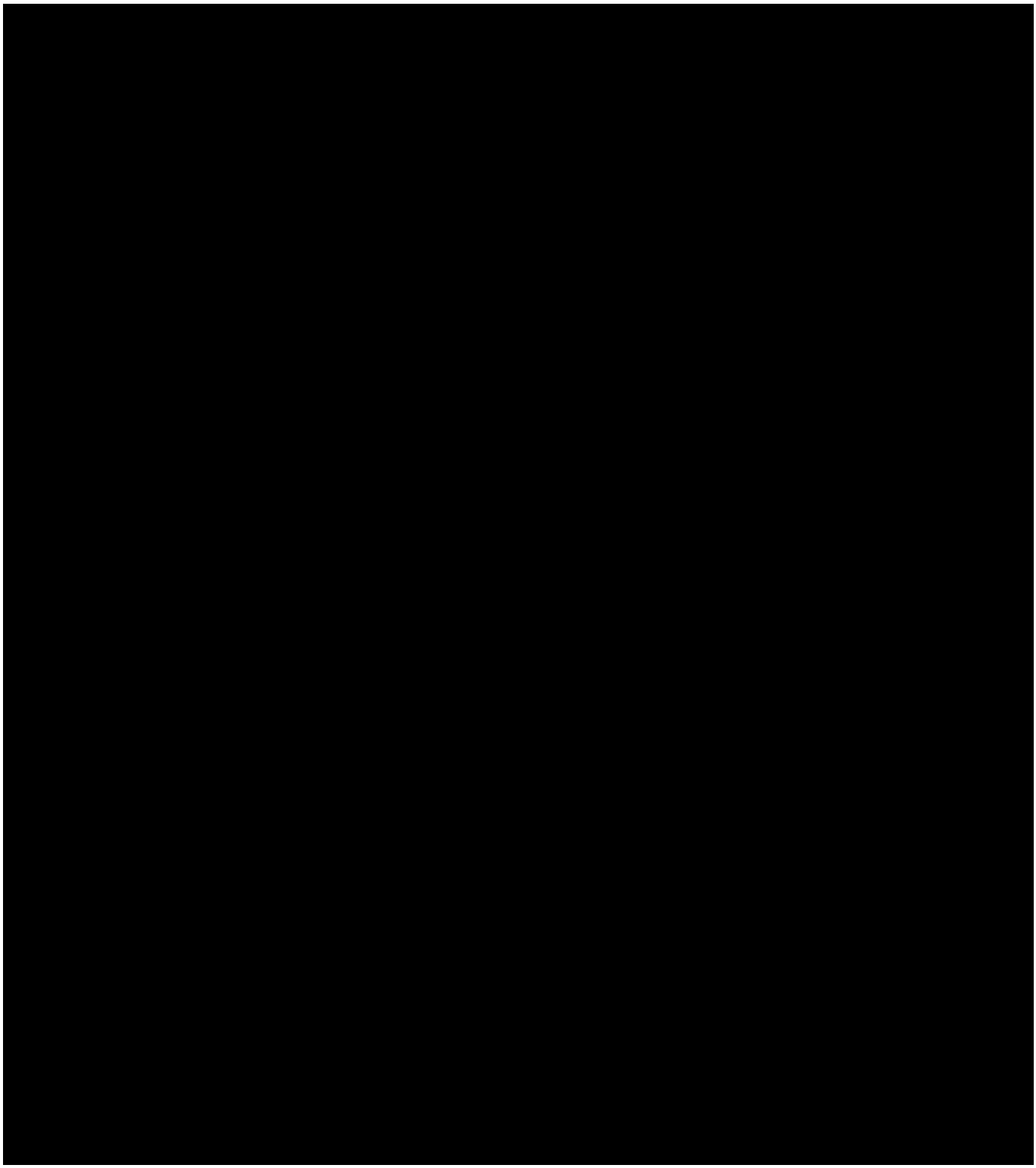
[redacted]











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

Refer to the document “AOMR Lot 1-Scope – Little Hadham (V2).docx” for further details.

1. Description of the *works*

Requirements: Undertake design and construction of maintenance works as per the Price List section in this document. These works are identified as the result of the inspections from the Reservoirs Act Co-ordinator and the Panel Engineer of the reservoirs. construct soft engineering solution at Lloyd Taylor Drain to protect against the impacts of scouring. Upon the completion of these works, the outcome of the works undertaken by the Contractor would allow the issue of the Final Certificate for these reservoirs.

It is expected that the Contractor is to price the works activities under the Price List (in this document) in accordance to the tender evaluation criteria (see document labelled “Schedule-2---AOMR-Call-off-response-Template-Lot-1").

Constraints:

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 Sub-Contractors) 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.

Constraints regarding access, use of the Site, parking, noise, and variations, working hours for each of the assets will be provided by the *Client* where required.

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

2. Drawings

Drawing Number	Revision	Title
Appendix 3.1	0	Works to be delivered
Appendix 3.2	0	Structures' Location Plan
Appendix 3.3	0	Ash X marks the location (1)
Appendix 3.4	0	Ash X marks the location (2)
Appendix 3.5	0	Lloyd Taylor Drain - Annotated Drawing
ENVIMTH001638-1	0	EA owned land - Albury tributary
ENVIMTH001638-2	0	EA owned land - All sites across A120
ENVIMTH001638-3	0	EA owned land - Lloyd Taylor Drain
ENVIMTH001638-4	0	EA owned land - River Ash
Stonbury River Ash Risk Register		

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	Yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	Yes

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

No additional constraints on the sequence and timing of work from the *Client*. No additional constraint on the methods and conduct of work apart from the need to contact the Environment Agency Project Manager to obtain a key(s) to access the *Site*. Asset Performance Team members may undertake routine maintenance operational activities for these *Site* to exercise their permissive powers to maintain flood assets. These include topographical survey and deformation surveys of the reservoirs. No further requirements for any work by the Client.

Working times

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

5. Requirements for the programme

The programme complies with the requirements of Clause 31.2 and includes alignment and submission of the BIM Execution Plan (BEP) and Master Information Delivery Plan (MIDP). This may include dates for the submission of designs and samples, allowance for any site shutdown, dates for information or actions by the Client and Project Manager, and the timing of any test and inspection.

The programme is to be produced in .PDF format and submitted through the FastDraft.

The *Contractor* submits their programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submit 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

The programme complies with the requirements of Clause 31.2 and includes alignment and submission of the BIM Execution Plan (BEP) and Master Information Delivery Plan (MIDP). This may include dates for the submission of designs and samples, allowance for any site shutdown, dates for information or actions by the *Client*, and the timing of any test and inspection.

The programme is to be produced in .PDF format and submitted through the FastDraft for formal acceptance.

Programme arrangement

Include critical path and a date in mid-December 2024 for a reservoir panel engineer to undertake a Section 12 reservoir inspection at both the flood storage areas. The Contractor must demonstrate that it has clear processes to address project delivery issues and that they would be able to take prompt, robust action as necessary, maintain adequate communication, and put in place appropriate mitigation measures.

Include potential issues through the supply chain, CDM Principal Designer, reservoir Panel Engineer, and mitigation measures in place to overcome such challenges.

The construction programme submitted during tender period does not constitute as an Accepted Programme under the NEC conditions of contract.

The Accepted Programme shall reflect the *contractor's* proposed construction sequence, activities outlined in the works, references to method statements including the designer's design approval timeline.

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

Item	Date by which it will be provided
Access to the site will be provided upon contract award	28 October 2024

Site Information

The sites consist of flood storage areas in River Ash (statutory flood storage area) and River Albury tributaries, and Lloyd Taylor Drain (a diversion channel) that are substantially completed, located in Little Hadham in Hertfordshire. The sites are in operations and currently maintained by the Asset Performance Team in Environment Agency. No further site investigation works are required as part of this scope of works. Note that these flood storage areas make use of the A120 bypass road embankment as flood storage areas. These are located within agricultural land.

Full topographical survey results for these sites are currently not available.

For both reservoirs the Reservoir Act Co-ordinator is Steve Naylor, and the Panel Engineer is Tim Hill.

Maps below showing location of both reservoirs:

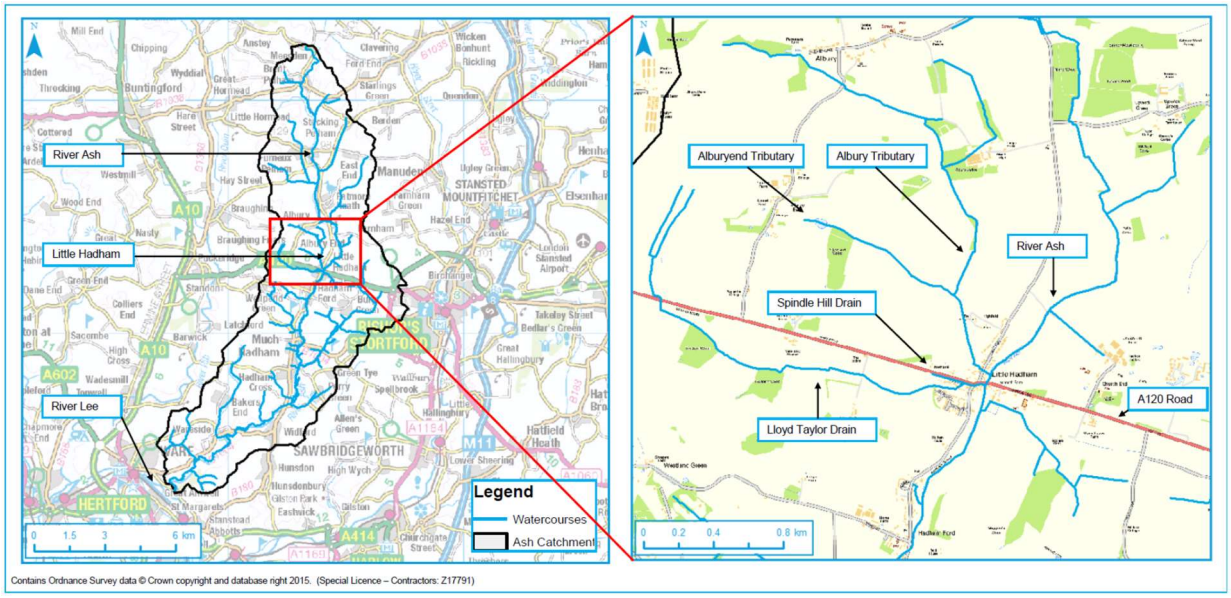
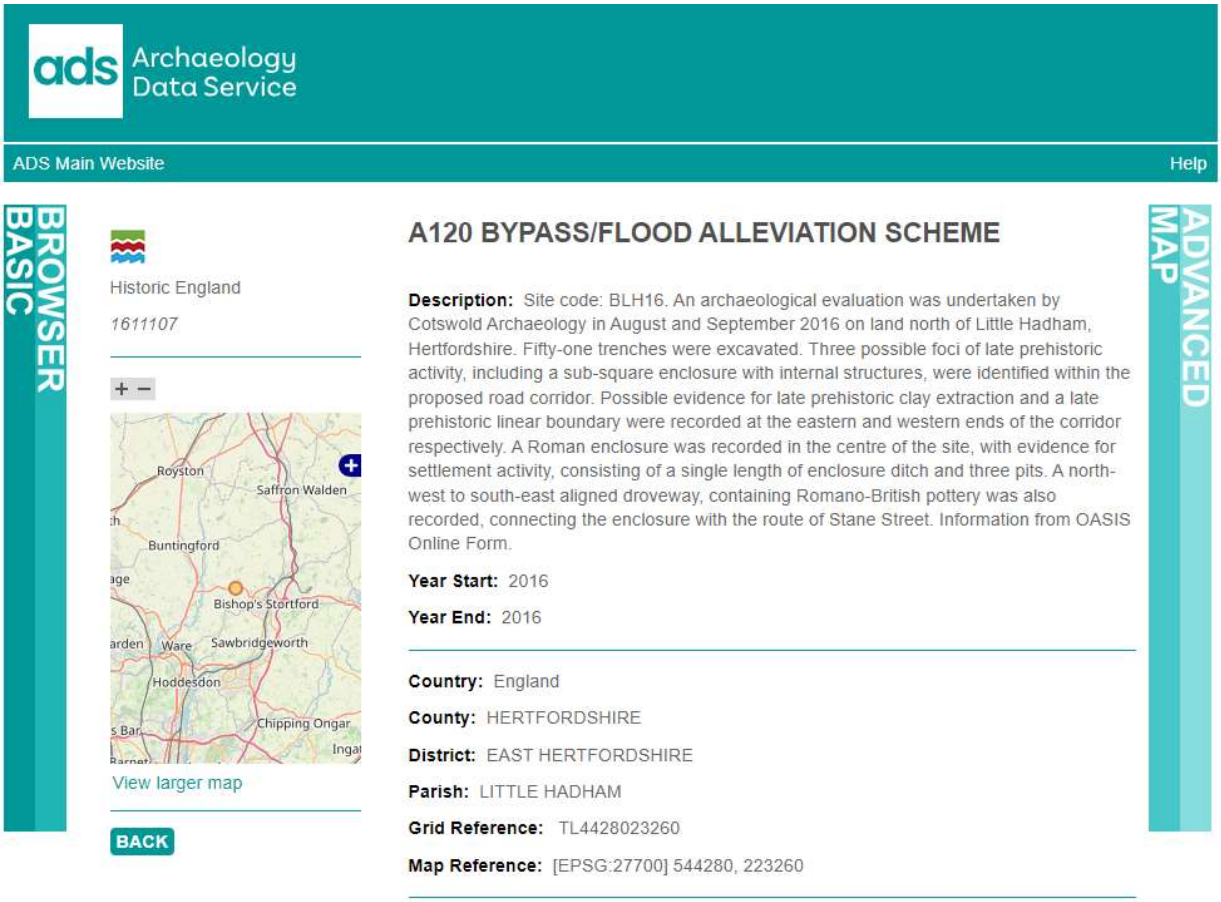


Figure shows the locations of both River Ash and River Albury tributaries flood storage areas

The result of the archaeological search, taken from the Archaeology Data Service website shows that there were three possible foci of late prehistoric activity within the road corridor with evidence of settlement activity by the Romans. These were findings recorded in 2016 by Cotswold Archaeology in

August and September. In relation to the scope of this work, the risk is low in terms of conflict between the works and encountering archaeological findings. The full statement on the risks is shown as follows:



River Albury tributaries Flood Storage Area

Built in 2021, the reservoir can contain a water volume of 11,700m^3, the height of the dam is 5.3m, the length of the dam is 241m. This is an earthfill gravity dam.

The reservoir is an on-line impounding flood storage reservoir that is designed to restrict flow in the Albury Tributary by means of a flow control set within the inlet to the culvert through the reservoir embankment. Restricted excess flow impounds behind the reservoir embankment before it being released naturally through the flow control into the downstream watercourse.

The reservoir is formed by an earth embankment across the Albury Tributary valley. The embankment has impermeable fill in its upstream side and more general fill for the remainder. Flow passes through the embankment by means of a bottom outlet culvert of 1.8m width by 1.7m height, allowing for approximately 50mm thickness of natural bed material, laid level with the invert of the incoming channel. The inlet to the culvert is protected against blockage by a two-stage trash screen. The outlet from the culvert is protected by a security screen.

Water level sensors are located either side of the inlet trash screen and downstream of the security screen and are linked via telemetry to the Agency's Telemetry System (RTS). The data from the Agency's Telemetry System can be accessed via the Environment Agency's computer network.

The reservoir is on the Albury Tributary in the River Ash (Herts) catchment, with approximately 2.6km^2 above it, from which the Albury Tributary joins the River Ash in Little Hadham that discharges into the River Lee near Amwell Nature Reserve, just west of Stanstead Abbots from which the River Lee flows through Hoddesdon, Waltham Abbey and on to the River Thames beyond the Olympic Park.

The following screenshot shows the geological information (i.e. consists of a mixture of clay, silt, sand and gravel) at both River Ash and River Albury taken from the British Geological Survey website:

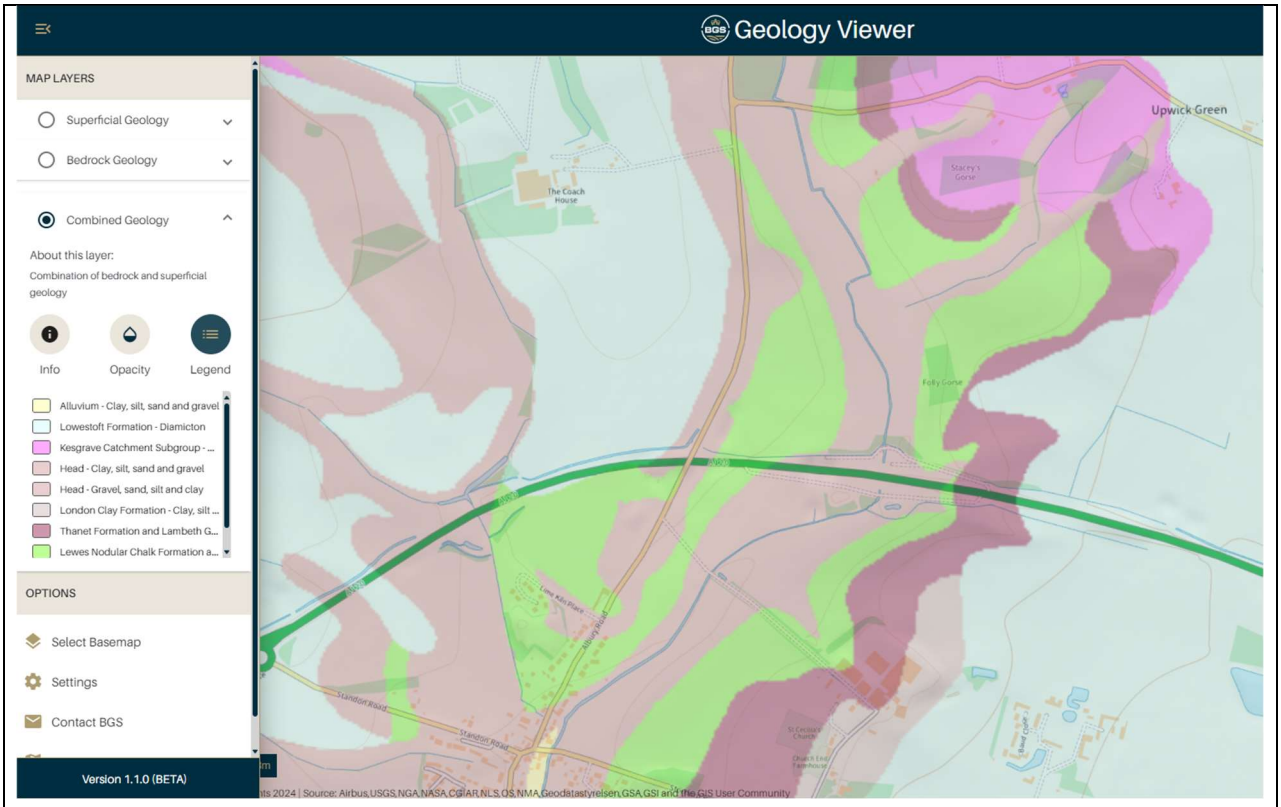
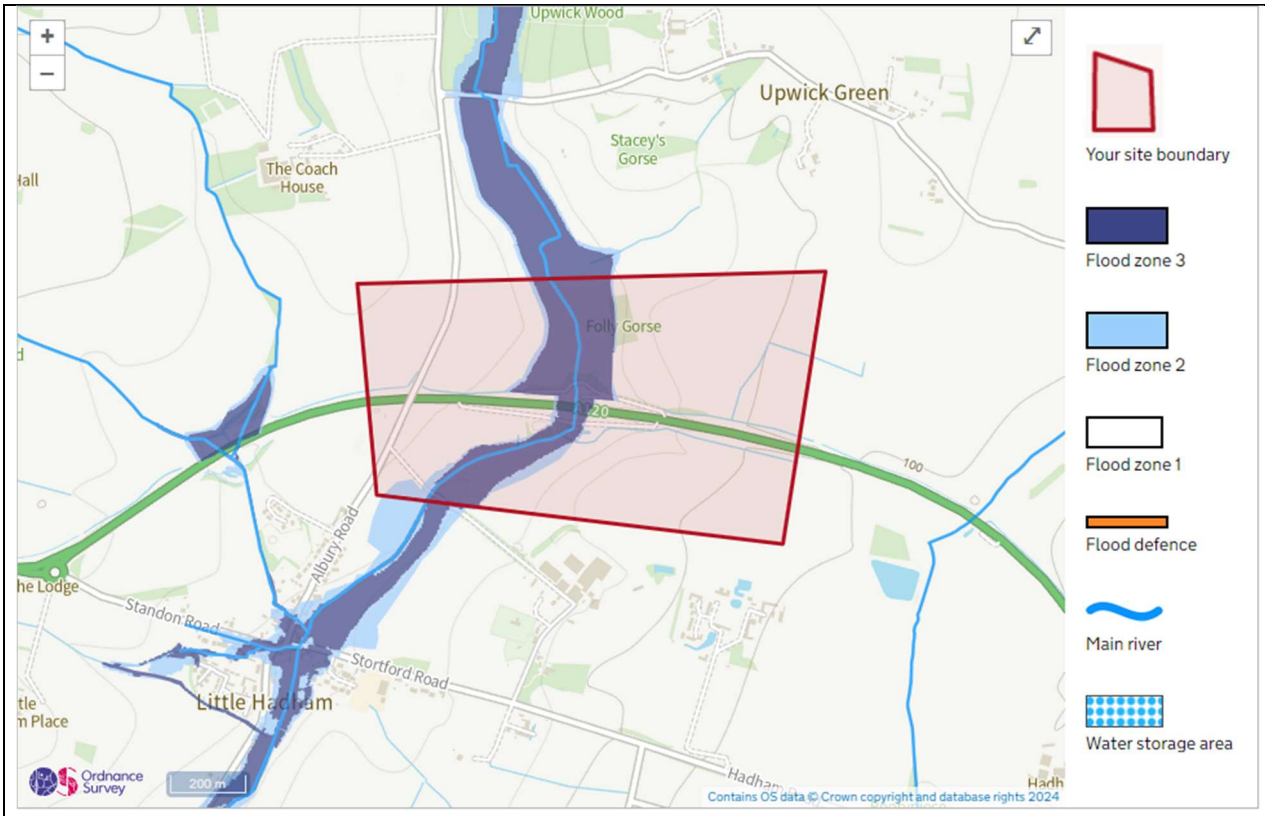


Figure above shows the geological information at both River Ash and River Albury taken from the British Geological Survey website

The screenshot below shows publicly available information showing the flood zone areas of both River Ash and Albury tributaries:



River Ash

Reservoir Location NGR: TL 44781 23390 What3Words: ///bounding.breakfast.optimally.

Built in 2021, the reservoir can contain a water volume of 432,553m3, the height of the dam is 11.29m, the length of the dam is 556m. This is an earthfill gravity dam.

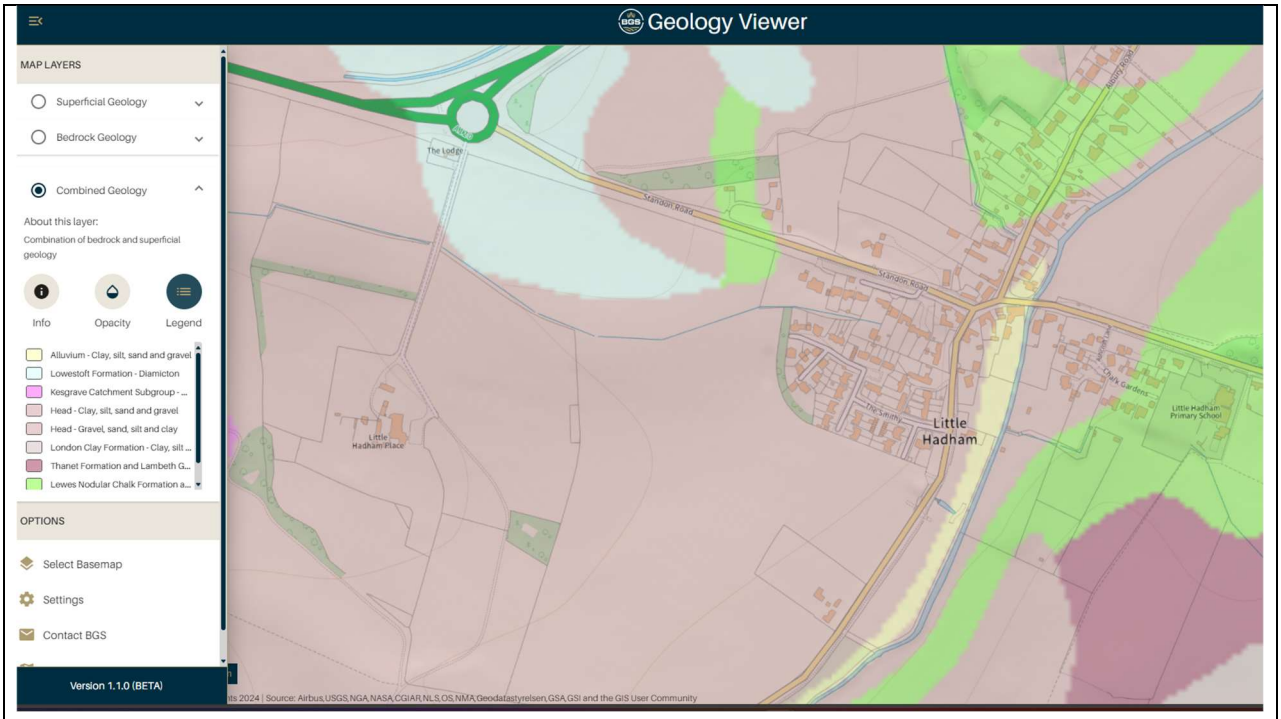
The reservoir is an on-line impounding flood storage reservoir that is designed to restrict flow in the River Ash by means of a flow control set within the inlet to the culvert through the reservoir embankment. Restricted excess flow impounds behind the reservoir embankment before being released naturally through the flow control into the downstream watercourse.

The reservoir is formed by an earth embankment across the River Ash valley. The embankment has impermeable fill in its upstream side and more general fill for the remainder. Flow passes through the embankment by means of a bottom outlet culvert of 2.0m width by 1.8m height, allowing for approximately 50mm thickness of natural bed material, laid level with the invert of the incoming channel. The inlet to the culvert is protected against blockage by a four-stage trash screen. The outlet from the culvert is protected by a security screen.

Lloyd Taylor Drain

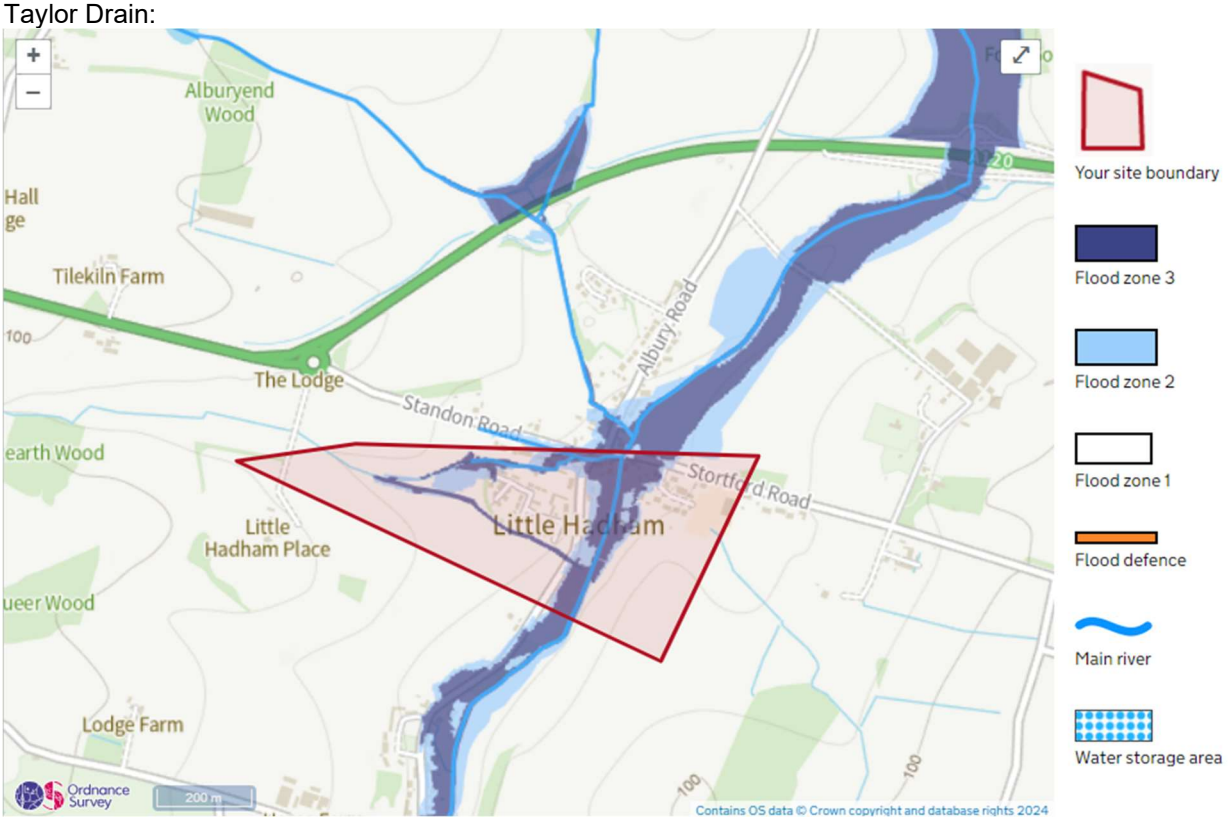
The Lloyd Taylor Drain culvert (EA Site Number 490576) carries the Lloyd Taylor drain (a watercourse) under the public highway C15. The culvert is an Environment Agency's asset, and its maintenance lies with the Environment Agency. The public highway, known as C15 is a public highway maintained by the Hertfordshire County Council as the highway authority. It aims to protect properties from flooding in The Ford. It is located at the edge of the field adjacent to Lloyd Taylor Close.

The following shows a screenshot showing the geological feature (i.e. consists of a mixture of clay, silt, sand and gravel) at the Lloyd Taylor Drain from the British Geological Survey website:



The figure above shows the geological features of the Lloyd Taylor Drain taken from the British Geological Survey website

The screenshot below shows publicly available information showing the flood zone areas of the Lloyd Taylor Drain:



Utility Services Information
The Client has provided Survey Type D (Desktop Utility Survey search results) where underground utilities are approximately identified through the collation and analysis of existing paper and digital utility records via a thorough search of potential asset owners. Please refer to Appendix 1 (6. Statutory Utilities Service Search results) of the Pre-Construction Information.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
[redacted]		
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	