



Engineering and Construction Short Contract

Contract Data Forms


June 2017

(with amendments January 2023)

Template version history

V1 For client review	Go live template (this document)

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency 
And	Land & Water Services Ltd
For	George V FSR Refurb
	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		
Address for electronic communications		
The <i>works</i> are	Removal and re-grading of river banks, realignment of channel and extending the wing wall of the inlet. All works are in the George V Flood Storage Reservoir.	
The <i>site</i> is	The site is on the upstream channel of the George V FSR embankment. Grid reference TQ 12800 90388. ENV0004929C-JAC-00-2GV0-DR-C-0001	
The <i>starting date</i> is	01/05/2025	
The <i>completion date</i> is	13/02/2026	
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 defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers
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	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <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

	<ul style="list-style-type: none"> • 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>

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Land & Water Services Ltd	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED] [REDACTED]	
The <i>fee</i> percentage is	As AOMR Framework	%
The <i>people rates</i> are	As AOMR Framework	
category of person	unit	rate
The <i>published list of Equipment</i> is		As AOMR Framework
The <i>percentage for adjustment for Equipment</i> is		As AOMR 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	£194,030.00
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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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Signatur	
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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	
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Signature	
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Date	28th May 2025
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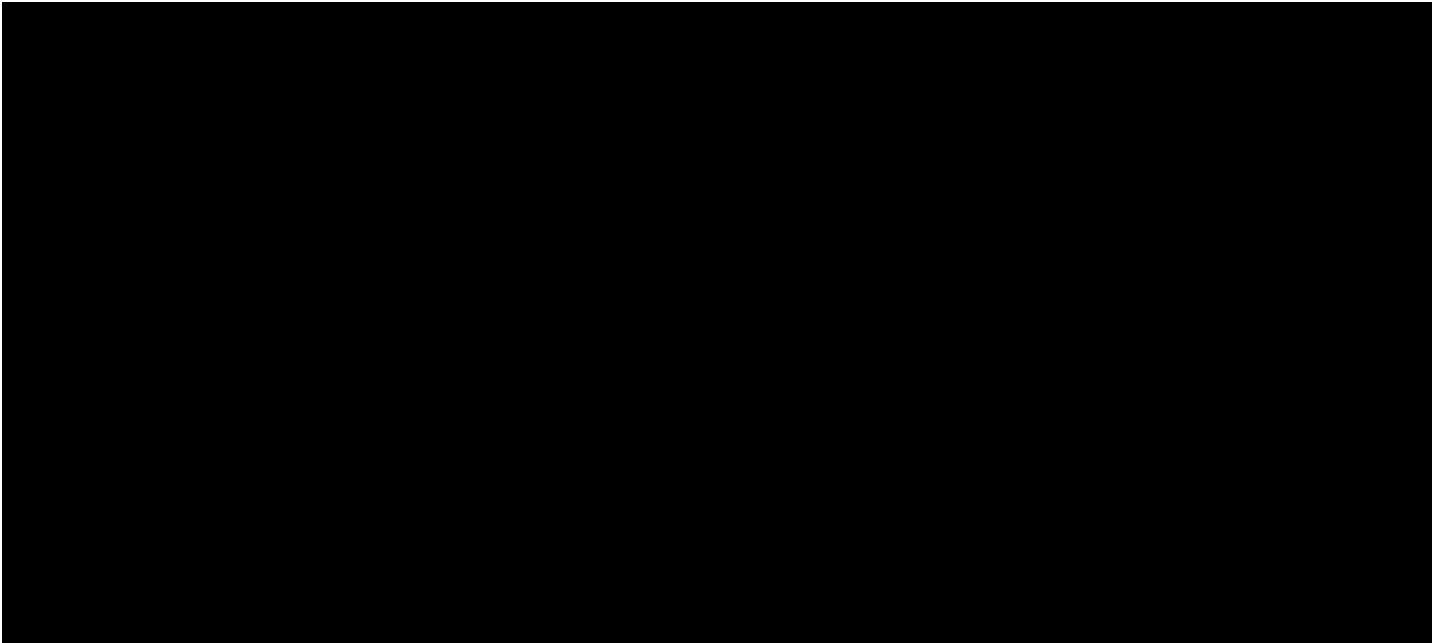
Price List

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
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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) Removal of existing post and stick retaining structure and regrading of the banks to create a wider channel.
- 2) Installation of extended wing wall on east bank.
- 3) Installation of new gates and fencing to assist with maintenance.
- 4) Adherence to requirements detailed in the following environmental documents:
 - Ecology Surveys Technical Memo
 - Environment Action Plan
 - Landscape Plan/Specification
 - Water Framework Directive Compliance Assessment

1. Description of the works

The *works* are described on Drawing ENV0004929C-JAC-ZZ-2GV0-DR-C-0002. Primarily they comprise:

- 1) Removal of existing post and stick retaining structure and regrading of the banks.

The work on the banks and retaining structure will require the *Contractor* to obtain a Flood Risk Activity Permit. Additionally, the flow of the river will need to be blocked and pumped to allow the *works* to be carried out in dry conditions. This will provide a safe working environment for staff and ensure that materials are not washed into the river, resulting in a possible pollution incident.

To improve the banks and prevent the previously seen erosion issues, the installation of stone in the channel and up to the base of banks is required. In addition, temporary matting will be installed on the slope to help grass establish. The site space available allows for a regrade of the east bank slope to 1(v):3(h) and the west bank slope to 1(v):4(h). Installation of the temporary coir matting ground reinforcement is required from the top of the bank down to the channel base.

- 2) The installation of extended wing wall on east bank based on existing design -HNL - George V - Wing Wall Structural Calculation.

The extended wingwall is to continue in the same alignment as the existing wall, before turning 90 degrees and terminating in the bank.

The details of the current construction show that there is a vertical bar in every void to increase support. It is believed that it is constructed using lightweight concrete blocks filled with concrete to provide additional support. Construction should be undertaken using the same methodology as the existing wing wall to provide continuity in the strength and appearance of the structure.

Build-up of topsoil and all organic matter is to be removed from around the existing structure and where the new wingwall is to be located, before construction commences. Appropriate subbase is to be placed where the extended wingwall will be constructed, with additional subbase where necessary to infill any large soft spots.

The new structure is to be made flush with the existing structure to provide greater connective strength. Once new wingwall blocks have been placed they should be filled with concrete to add additional strength.

- 3) Installation of new gates and fencing to assist with maintenance based on existing designs in document ENV0004929C-JAC-00-2GV0-DR-C-0002.

Existing safety fencing is to be removed from the top of the wall to allow wingwall extension works to take place. New safety fencing is to be installed along the entire length of the wingwall, including the new structure, by bolting into the top of the wall.

Existing access to either side of the channel is over 3-bar metal fencing. The addition of a new gate on either side of the channel to access the site is proposed. In addition, existing poor condition post and wire fencing is to be removed and replaced with 3-bar metal fencing, to provide continuity.

2. Drawings

List the drawings that apply to the contract.		
Drawing Number	Revision	Title
ENV0004929C-JAC-00-2GV0-DR-C-0001	C03	Location Plan
ENV0004929C-JAC-00-2GV0-DR-C-0002	C03	Detail Plan
ENV0004929C-JAC-00-2GV0-DR-C-0003	C03	Sections
ENV0004929C-JAC-00-2GV0-DR-C-0004	C02	Details
ENV0004929C-JAC-00-2GV0-DR-L-0001	P01	Landscape Plan
HNL - George V - Wing Wall Structural Calculation	P01	L/T-shaped Wall Design
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
Landscape Specification	11/2024	No
Civil engineering Specification for the Water Industry (CESWI)	7 th	Yes
4. Constraints on how the <i>Contractor</i> 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>.		
<p>Requirements detailed in the following environmental documents should be adhered to:</p> <ul style="list-style-type: none"> • Ecology Surveys Technical Memo • Environment Action Plan • Water Framework Directive Compliance Assessment 		
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

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 *works* is intended to be at their Completion as defined in clause 11.2(1).

The *Contractor* submits their programme with the *Contractor's* Offer for acceptance and provides a monthly update thereafter, for the duration of the Contract. The *Contractor's* programme shall be in the form of a Gantt chart indicating the critical path, proposed order and timing of undertaking the works, proposed plant and labour resources. Additional details to include:

- (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

Site Information

The proposed works are located on the upstream channel of the George V FSR embankment. The grid reference for George V FSR is TQ 12800 90388.

Access is off George V Avenue/A404 which is a 40mph road into the gated access (approximately 4.5m wide) of George V flood storage embankment.

There is existing hardstanding in the entrance.

Pas 128 Category C has been carried out and the following information details:

Underground and overhead services information has been provided for the following:

- Gas
- Water
- Electricity
- Telemetry

The following hazards have been identified from the above search:

- Foul sewer running parallel the east bank outside of the works area. Refer to DR-Z-0001.
- Telemetry and low voltage cables running to the telemetry sensor box Refer to DR-Z-0001.

Invasive species up river which contaminates bank material.

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:	