



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	Land & Water Services Ltd
For	SE REC Programme – Emergency Works – Normans Bay defective culvert panel removal (SOP Code: ENV7006292R)
	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	Guildbourne House, Chatsworth Road, Worthing. BN11 1LD	
Address for electronic communications		
The <i>works</i> are	Defective culvert panel removal at Norman's Bay Outfall	
The <i>site</i> is	Normans Bay, Pevensey BN24 6PX, as per 'Normans bay Info.docx' listed in the Site information.	
The <i>starting date</i> is	27/08/2024	
The <i>completion date</i> is	12/11/2024	
The <i>delay damages</i> are	NIL	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	104	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	0.5%	per complete week of delay.	
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	
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 works 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 • 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	Delete the text of Clause 92.3 and replace with: 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.
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
Z12.4	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	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 <i>starting date</i> 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	Land & Water Services Limited	
Address for communications	The Granary Redhill Farm, Top Street Appleby Magna Swadlincote DE12 7AH	
Address for electronic communications		
The fee percentage is		
The people rates are		
category of person		
The published list of Equipment is		
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 £69,531.00

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

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

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

Item Number	Description	Unit	Quantity	Rate	Price
1	Pre-construction planning, preparation and enabling works,	Sum			
2	Project management	Sum			
3	Removal of panel, design and installation of temporary measures	Sum			
4	H&S file and other deliverables.	Sum			
The total of the Prices					£69,531.00


The method and rules used to compile the Price List are

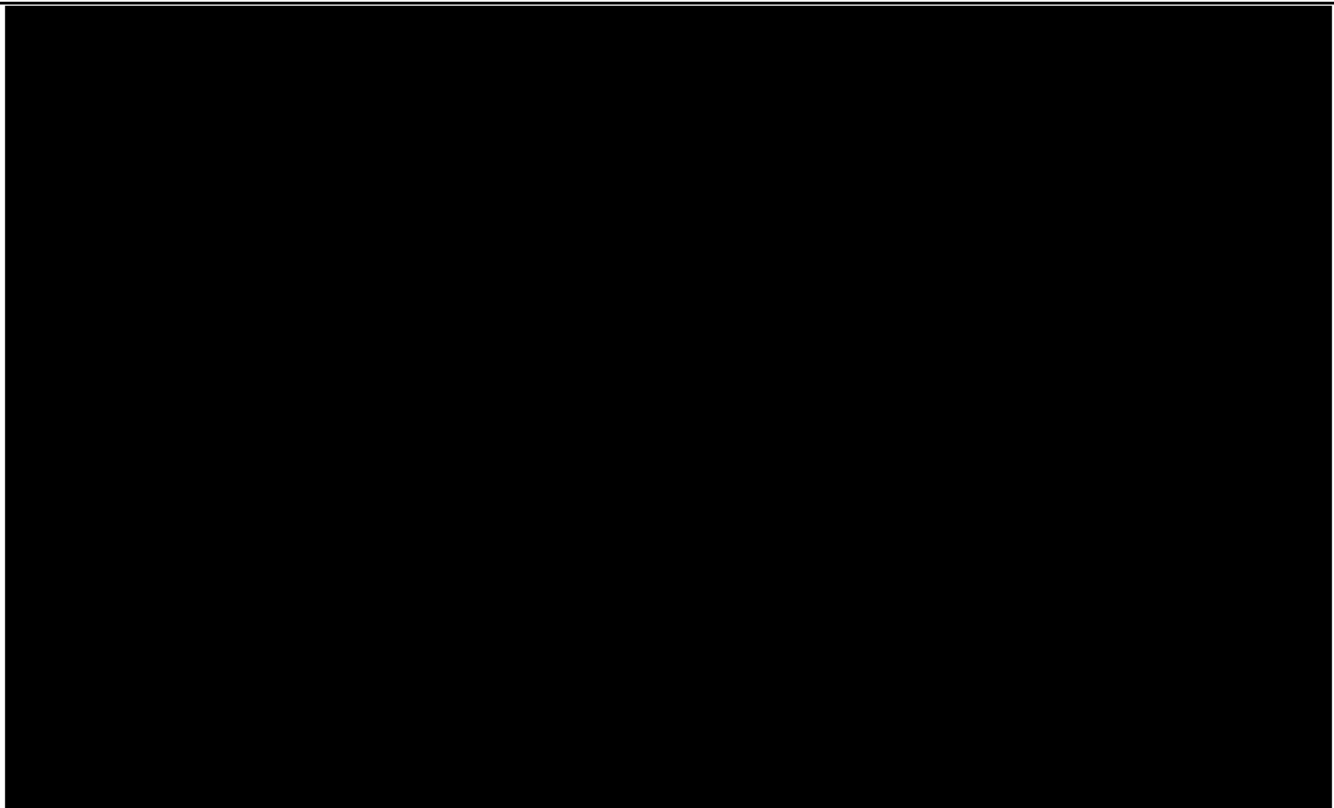
Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Asset Operation, Maintenance and Response Lot 1 Framework Price Workbook.

Scope

1. Description of the *works*

Project Background





The objective for this contract is:

- Prevent consequences of an eventual collapse of the defective panel.
- Secure the culvert to ensure stability during winter 24/25.

The Scope of Works

The site has been visited on both the 08/08/2024 and 27/08/2024 to conduct a drone survey.

The *Contractor* shall initially plan the works based on the drawings and documents provided.

The *Contractor* shall visit site to identify any material changes in the site which affect the works and shall notify the *Client* of these.

The *Contractor* shall remove and safely dispose of the defective panel.

The *Contractor* shall assess the condition of the culvert through the drone survey provided by the *Client*. There will be no physical inspection. However, the *Contractor* shall review of the drone footage to compare the current condition of the culvert, in the vicinity of the damaged panel, to the previous inspection report. For avoidance of doubt, this inspection is not a structural assessment and will only note if further deterioration has occurred and/or if signs of distress to the structure are noted. If signs of distress are noted during the inspection, the *Contractor* shall provide further recommendations, and identify potential impacts of these upon programme.

The *Contractor* shall design and install temporary measures to secure the culvert structure during high flows until permanent fix is complete.

The *Contractor* shall propose a design for PFC channels bolted to the splayed section of wall. These are to be between 3-5 m long dependant on design on either side of the defective panel wall. The *Contractor* will proceed with the design for this option unless otherwise instructed by the Client as a change in Scope. The *Contractor* is not required to consider alternative options for this.

General

The *Contractor* is responsible for any enabling works required to undertake the *works*.

The *Contractor* shall support the *Client* with the stakeholder engagement activities.

The Principal Designer shall review the Construction Phase Plan (CPP) within five (5) working days from the date of submission. The Principal Designer shall provide written feedback and approval, or identify any necessary revisions, within this 5-day period to ensure that the construction works can proceed without undue delay. This requirement aims to reduce time of the CPP review process, due to the emergency nature of the works.

The *Contractor* shall provide, as a minimum, a detailed design sketch for any temporary solutions required during the course of the project. There is no obligation for the *Contractor* to submit CAD drawings for these temporary solutions. This requirement aims to reduce time of the design and approval process, ensuring that temporary works can be implemented swiftly and effectively.

As part of delivering the *works* the *Contractor* shall fulfil the duties of Principal Contractor and Designer in terms of the CDM 2015 regulations.

The *Contractor* shall demonstrate sustainability leadership through fully considering and contributing to achieving the *Client's* environment and sustainability ambitions and targets. These are set out in the EA2025 Action Plan, e:Mission 2030 Strategy, the Defra 25 Year Environment Plan and are in line with the principles of sustainability as described by the United Nation's Sustainable Development Goals.

All as-built drawings have been made available.

If any liaison with utility companies, local councils or any other third parties not mentioned in this contract is required, the *Contractor* shall undertake the liaison.

The *Contractor* shall be responsible for preparing and deploying a flood emergency plan during the construction of the works.

The *Contractor* shall assume that FRAPs are not required due to the emergency nature of the works.

The *Contractor* shall undertake an assessment of the environmental impacts and any mitigation or compensation. The *Contractor* can submit this information retrospectively.

Within 4 weeks of contract award, the *Contractor* is to prepare and submit to the Project Manager for acceptance a BIM Execution Plan detailing how they propose to comply with BIM and the *Client's* requirements.

~~The *Contractor* shall be responsible for uploading any produced final version documentation to the project Information Delivery Plan (IDP) on the Asite system.~~

The *Contractor* is not required to provide IDP or BIM detail. The *Client* shall instruct delivery IDP and BIM detail as a change in Scope.

The *Contractor* does not take design liability for the culvert itself. The PFC channels shall be installed to mitigate damage so far as reasonably practicable with the information provided.

The *Contractor* shall ensure that proposals are designed for temporary works prior to the permanent works contract. The *Contractor* is not required to include allowance for third party checks to the design or ongoing checks of the props from the *Contractor*.

The *Contractor* shall assume that a compound can be set up in the area marked parking (image displayed under project background).

The *Contractor* is not required to allow for flood modelling or installation of the temporary works solution on the culvert hydraulics. Temporary works will not be designed for debris loading. However, the *Contractor* shall mitigate this so far as practicable with a solution that doesn't heavily restrict the channel.

The *Contractor* shall use available flow levels, tide ranges and cross-sections for an estimated max flow velocity. The *Contractor* shall apply conservative assumptions as it is locally known that flows can reach high velocity levels.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
WNPODD-211-AB		Normans Bay Long Section
WNPODD-213-AB		Normans Bay Bank Stabilisation
16652-HOP-ZZ-XX-DR-S-0001.		Indicative culvert general arrangement
16652-01		2023.11.24 LRS Site Visit Record

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP)	V 6 V5	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		
Lot 1 & Lot 3 – Supply Chain Passport Template		
Exchange Information Requirements (BIM)	V3	
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 5	
Exchange Information Requirements (EIR)	V3	
LIT 16688 Working in Confined spaces	V2	
Civil Engineering Specification for the Water Industry (CESWI Eighth Addition)	V8	

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

The *Contractor* shall not commence works on site until all CDM documentation is in place and accepted by the *Client*.

Working times

The *Contractor* is not restricted to working times however, must notify the *Client* if outside the period of 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 his 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
- (f) Planned Completion
- (g) The order and timing of the work of the *Client* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in the Scope,
- (h) provisions for float, time risk allowances, health and safety requirements, environmental requirements and the procedures set out in the contract.

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
A-site access	31/08/2024
FastDraft Access	31/08/2024

Site Information

Site restrictions:

Access to the outfall is possible through the upstream end of the outfall. The access requires the use of ladder and fall arrest system.

The concrete chamber and outfall are confined space.

The potential site compound (located at grid reference TQ 68907 05706) is normally used by the Pevensey Bay Maintenance team.

The chamber and outfall are in a tidal and fluvial environment, and it is prone to high flows in autumn and winter time.

The defective panel is located in a confined space.

Health and safety hazards

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

- Confined space.
- Services.
- Working in a tidal environment.
- Working in an asset (chamber) liable of flooding.
- Working near plant (Pevensey to Eastbourne beach management).
- Working near tidal doors.
- Working in a fast flow environment.
- Working at height.
- Use of vertical ladders.
- Working near culverts and weirs.

Information: The accuracy and sufficiency of this information is not guaranteed. Ascertain if any additional information is required to ensure the safety of all persons and the *works*.

Existing utilities and services

1. Utility Drawings (date: 05/06/2024)
 - BT Normans Bay 05 June 2024 Map 1
 - SGN Normans Bay 05 June 2024 Map 1
 - Southern Water Normans Bay 05 June 2024 Map 1
 - Telecoms Normans Bay 05 June 2024 Map 1
 - UKPN Normans Bay 05 July 2024 Map 1
2. Drawings:
 - Original Access Outer Normans Bay Outfall
3. Other information:
 - Chamber access arrangement (2024):
3 Open Mesh and Load Tables
NORMANS BAY ACCESS DRAWINGS_AS BUILT
Normans Bay Access Platform Structural Calculations
Normans Bay Outfall Ladder Access PCI_HK Comments
 - Normans Bay East Gate Report (2024)
 - Normans Bay Inspection Report (2003)
 - Normans Bay Outfall general view
 - Normans Bay Permit Screening report

Site investigation

Report:

- Normans Bay East Gate Report (2024).

Site location plans

Issue details:


- Normans bay Info.docx
- Refer to Health and Safety File (Normans Bay Outfall HSF (2012)).

Health and safety file

Issue details:

- Normans Bay Outfall HSF (2012).

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.		
2.		
3.		
4.		
	Form of Contract:	
	Form of Contract:	
	Form of Contract:	