



# 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	Bowlam Bank Ground Investigation
	Contract Forms - 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	Bowlam Bank Repair Ground Investigation	
The <i>site</i> is	Bowlam Barrier Bank on Kirkby Great and Little Ings Reservoir	
The <i>starting date</i> is	19/03/2025	
The <i>completion date</i> is	11/07/2025	
The <i>delay damages</i> are	£216.19	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) <b>does</b> 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 <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		
<b>Only enter details here if additional conditions are required.</b>		
Z1.0	Sub-contracting	
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.	
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice.	
Z2.0	Environment Agency as a regulatory authority	
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.	
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.	
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.	
Z3.0	Confidentiality & Publicity	
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.	
Z4.0	Correctness of Site Information	
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.	
Z5.0	The Contracts (Rights of Third Parties) Act 1999	
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.	
Z6.0	Design	
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.	
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.	

Z6.3	<p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
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
Z12.4	<del>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</del>
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	Keighley Road, Skipton, BD23 2QR	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are	Lot 1 North East Pricing Workbook	
category of person	unit	rate
The published list of Equipment is		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	£91,820.76
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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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Position	Commercial Manager
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Signature	
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Date	13 <sup>th</sup> March 2025
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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	Project Team Manager
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Signature	
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Date	18th March 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	Item Description	Unit	Quantity	Rate	Price
1					
The total of the Prices				£91,820.76	

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

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

## 1. Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

### Ground Investigation

The *Contractor* shall procure ground investigation and testing as per the Ground Investigation Specification (link in S3) to provide information for input into the geotechnical design for the business case appraisal for the Single Stage Business Case.

Specifically, this includes cone penetration testing (CPT) and windowless sampling (dynamic sampling) through the existing embankment to investigate the embankment composition and underlying soil to a depth of approximately 5m below the existing ground level. Utility pits shall be used to positive identify the gas main at either toe of the embankment.

Exploratory techniques will comprise:

- Windowless sampler boreholes;
- Cone penetration testing (CPT);
- Inspection pits.

Exploratory holes will be completed on sloping ground, approximately 1V in 3H according to as built drawings ENV0001110C-MND-IR-BB-DR-LD-B1300\_17 to 19. Preparation of sloping ground will be required to create suitable access for plant..

Aquifer protection measures to be provided as per 1.8.14.of the GI Specification

The required in-situ testing will comprise:

- Standard Penetration Testing (SPT),
- Hand shear vane tests;
- Headspace analysis of samples on site using photo ionisation detector (PID) and/or flame ionisation detector (FID) methods to check for signs of soil or groundwater contamination;

The required sampling will comprise:

- small disturbed, bulk disturbed and undisturbed soil samples from boreholes for geotechnical testing, including high quality soft soil piston and pushed thin-wall tube samples with associated logging of

samples;

- large disturbed soil samples from utility pits for geotechnical testing;
- soil sampling for geoenvironmental (contamination) testing and Waste Acceptance Criteria testing.

The required laboratory testing will comprise a suite of standard laboratory geotechnical and geo-environmental tests on disturbed and undisturbed samples recovered from specified exploratory holes. Additional laboratory works will comprise:

- extruding, splitting, photographing and description of undisturbed tube samples and windowless (dynamic) samples;

A specific sequence of the works shall be agreed with the Investigation Supervisor prior to commencement. Additional exploratory holes, not included in Schedule 2, may be required but is dependent on the results of the ground investigation proposed within this document.

The factual element of the Ground Investigation Report (GIR) is to be provided by the Principal Contractor in PDF and AGS formats.

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
ENV0001110C-MND-IR-BB-DR-LD-B1300_17	C01	Bowlam Bank, Cross Sections, Sheet 1 of 3, AS BUILT.pdf
ENV0001110C-MND-IR-BB-DR-LD-B1300_18	C01	Bowlam Bank, Cross Sections, Sheet 2 of 3, AS BUILT.pdf
ENV0001110C-MND-IR-BB-DR-LD-B1300_19	C01	Bowlam Bank, Cross Sections, Sheet 3 of 3, AS BUILT.pdf
ENV0006139C-JAC-IR-00-PL-LD-B0201_4-A3-P01-B0201-EA3-LOD3	P01	GI Exploratory Hole Site Plan.pdf
ENV0006139C-JAC-IR-00-DR-K-B1301_1-C01-B1301-EA2-LOD2	P01	Contingency GA.pdf

## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
ENV0006139C-JAC-IR-00-SP-LD-B0201_1-A3-P01-B0201-EA3-LOD3-GI Specification.pdf	P01	

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

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.

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.

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) V6 September 2023.

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 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*.



The *Contractor* shall ensure that any damage caused by the *works* is remediated to an equal or better condition

following the *works*, at the *Contractor's* cost.

The *Contractor* is responsible for preventing damage to existing structures during the *works*.

#### **4.4 Traffic management**

Where the access to the asset interfaces with the public highway, the *Contractor* shall contact the relevant highways authority to confirm if a Road Safety Audit is required to ensure that the *works* will not adversely impact on highway safety.

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](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 To Specification**

The *Contractor* shall deliver the *works* in line with the constraints laid out in the Ground Investigation Specification

#### **4.6 Protection to the *Client's* Temporary Works**

The *Contractor* shall ensure that the temporary works flood defence instituted by the *Client* and highlighted in the Site Information is not compromised during the delivery of any Ground investigation

#### **4.7 Notice of intended Entry**

The *works* are subject to the issue of a Notice of Intended Entry by the Environment Agency Estates department.

#### **4.8 National Gas Interface**

A gas transmission main runs beneath the working area. The *Contractor* shall deliver the *works* in accordance with RAMS developed for the *works* and in line with National Gas supervision in the on-site phase.

The *Contractor* shall deliver the *works* in accordance with National Gas documentation contained with the Site information and subject to their appointed supervisor

A specific sequence of the *works* shall be agreed with the *Client* appointed Investigation Supervisor prior to commencement

#### **4.9 Ecology Mitigation**

Due to the proximity of the site to a registered SSSI, a qualified ecologist will be provisioned by the contractor to monitor the *works* impact on the SSSI.

#### **4.10 Services**

Overhead services are known to be present on site, passing approximately north to south over the western end of the site boundary. The *Contractor* shall enter the site from the west as per point A on the ENV0006139C-JAC-IR-00-PL-K-A0102\_3-A3-P01-A0102-EA2-LOD2-Site Boundary - GI.pdf to avoid any interface with these services.

#### 4.11 PROW

A PROW runs through the site on the crest of the embankment. The *Contractor* shall ensure that an appropriate diversionary route and signage is provided for the duration of the *works*.

#### 4.12 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

#### 4.13 Protection to Gas Transmission Main

4.13.1 The *Contractor* shall provide track matting for the temporary works over the gas transmission main.

4.13.3 The *Contractor* shall use the excavated material from the trial holes exposing the gas transmission main to backfill those excavations. For clarity no pipe bedding should be introduced to the backfill as this would interfere with the cathodic protection to the pipeline.

4.13.4 The *Contractor* may not use vibrating compaction plant when backfilling the trial pit excavations but should instead 'dead roll' to compact and remediate.

## 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 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*



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
Access to the site	17/03/2025
Investigation Supervisor	17/03/2025

## Site Information

ENV0006139C-EA-IR-00-TD-K-G0201\_2-S2-P01-G0201-EA3-LOD3-Site Information - GI.zip

ENV0006139C-EA-IR-00-RP-K-A0602\_1-S1- P01-A0602-EA2-LOD2-Utilities Nov 2024.zip

ENV0006139C-JAC-IR-00-BQ-LD-B0201\_3-A3-P01-B0201-EA3-LOD3-GI BoQ.xlsx

## 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:	