

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
	The Mill
	Mill Lane
	Chilworth
	GU4 8RU
For	Small Works Package Wessex H&T – Aller Drove Bridge and Athelney Bridge - Design and Build
	Contract Forms - Contract Data - The Contractor's Offer and Client's Acceptance - Price List - Scope - Site Information

Contract Data

The Client's Contract Data			
	The Client is		
Name	Environment Agency		
Address for communications	The Environment Agency, Horizon BS1 5AH	on House, Deanery Road, Bristol,	
	Γ		
Address for electronic communications			
The works are		: Design and build of new kiosk & bed in the Contract Data Section of	
The site is	Aller Drove Bridge, Bridgwater, Somerset, TA7 0JF (nearest). Also refer to grid reference ST 38107 30373 and 3Words map: https://w3w.co/factor.popping.defenders Athelney Bridge, Bridgwater TA7 0SB (nearest post code). Also refer to grid reference ST 34753 29084 and 3Words map: https://w3w.co/boxer.reversed.joints		
The starting date is	20/12/24		
The completion date is	16/10/25		
The delay damages are	NIL	Per day	
The <i>period</i> 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	l nil	1 %	
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 referre Institution of Civil Engineers to appoint an definition of the <i>Adjudicator</i> . The referring person appointed is also <i>Adjudicator</i> for land	n <i>Adjudicator</i> . The application g Party pays the administra	on to the Institution includes a copy of thi	

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. The Contract Price For any one event, the liability of the Contractor to the Client for loss of or damage to the Client's property is limited The Client provides this insurance None Insurance Table **Event** Cover Cover provided until The Client's certificate of Loss of or damage to the works Replacement Cost Completion has been issued

1 000 0	for domage to Equipment Dient and	Matariala	Bankaamant Cost	The defects Contificate
	oss of or damage to Equipment, Plant and Materials		Replacement Cost	The defects Certificate has been issued
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		
Contra	y for death of or bodily injury to emploctor arising out of and in the comment in connection with this contract	ourse of their	The amount required by the applicable law	
	e of the <i>Contractor</i> to use the skill and y professionals providing works simila	•	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 Ac	djudicator nominating body is	The Institution	of Civil Engineers	
		Lua a		
The tril	bunal is	litigation in the	e courts	
	enditions of contract are the NEC4 En emendments) and the following addition		Construction Short Contract	June 2017 (including
Only e	nter details here if additional cond	litions are requ	iired.	
Z1.0	Sub-contracting			
Z1.1	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	.2 Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice.			eceipt of correct invoice.
Z2.0	Environment Agency as a regulatory authority			
Z2.1	2.1 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	3.0 Confidentiality & Publicity			
Z3.1	Z3.1 The Contractor may publicise the works only with the Client's written agreement.			
Z4.0	4.0 Correctness of Site Information			
Z4.1	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	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 Contractor 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 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 <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 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 <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
Z12.1	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	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	Land & Water Services	Ltd	
Address for communications	Albury Mill, Mill Lane, C	hilworth, GU4 8RU	
Address for electronic communications			
The fee percentage is	As framework	%	
The people rates are	As framework		
category of person	unit	rate	
The published list of Equipment is		As framework	
The percentage for adjustment for l	Equipment is	As framework	

Contract Data

The Contractor's Offer and Client's Acceptance

The <i>Contractor</i> offers to Provide the Works in accordance with these <i>conditions of contract</i> for an amount to be determined in accordance with these <i>conditions of contract</i> .			
The offered total of the Prices is	£139,205.00		
	Enter the total of the Prices from the Price List.		
Signed on behalf of the Contractor			
Name			
Position	Commercial Directo		
Signature			
Date	18/12/24		
The Client accepts the Contractor's	Offer to Provide the Works		
Signed on behalf of the Client			
Name			
Position	EA Project Manager		
Signature			

Date 19/12/24

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 er		Quantity	Rate	Price
1	Aller Drove – Precommencement				
1.1	Contractor to provide pre- construction/supporting documentations (non- exhaustive list): PCI, GPR, Topo, CPP, RAMS.	1	Sum		
1.2	FRAP for Phase 2 and SSSI assent	1	Sum		
1.3	Ecological survey (HRA stage 1)	1	Sum		
1.4	Vegetation clearance	1	Sum		
1.5	Topo and measurement survey, GPR and service tracing				
1.6	Design of bespoke sliding rails and mounting plates for telemetry installation.		Sum		
1.7	Temporary works design		Sum		
1.8	Manufacture of bespoke sliding rails and procurement of other materials		Sum		
2	Aller Site Works – Phase 1 & 2 combined (single visit)				
2.1	Site mobilisation and set up compound	1	Sum		
2.2	Excavate area and install kiosk and earth mat (hand dug due to proximity of services)	1	Sum		
2.3	Install conduit to bridges parapet/abutment.		Sum		
2.4	Install sliding rail system in channel with telemetry instruments mounted on it.	1	Sum		
2.5	Remove temporary works and demobilise from site.	1	Sum		

ıbtotal
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<u> </u>
£139,205.00

The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook.

Scope

1. Description of the works

As defined in the Site-Specific Packs:

Small Works Package Wessex H&T - Aller Drove Proposal_2425

Small Works Package Wessex H&T - Athelney_new_flow_2425

1.1 Project background

- 1.1.1 The Hydrology & Telemetry (H&T) team plans to install new telemetry and kiosk at Aller Drove and Athelney Bridge as part of the Wessex H&T Capital Programme 24/25.
- 1.1.2 The location of the new kiosks is by the Sowy River and the River Tone, which are main rivers requiring a Flood Risk Activity Permit (FRAP) for the work. The sites are in a rural area with Public Rights of Way (PRoW) at 100m (Athelney) and 200m (Aller Drove) away. The bridges on which the works are proposed as active national roads.
- 1.1.3 The primary objective of this Project is to build kiosks housing the telemetry that provides level/flow data for Flood Risk Coastal Management (FRCM). The sites will also benefit Water Resources and improve the hydrological understanding of the catchment.
- 1.1.4 The Contractor is responsible for carrying out detailed design and build to deliver the preferred option by the Client.

1.2 Description of the works

1.2.1 The works are:

Phase 1:	
1.2.1.1	Contractor to provide pre-construction/supporting documentations (non-exhaustive list):
4242	PCI, GPR, Topo, CPP, RAMS.
1.2.1.2	Site mobilisation and set up compound.
1.2.1.3	Closure of public bridleway where necessary.
1.2.1.4	Vegetation clearance.
1.2.1.5	Excavate area for kiosk and earth mat (hand dug due to proximity of services).
1.2.1.6	Install earth mat and cast concrete pad for kiosk installation.
1.2.1.7	Excavate ducting routes (Athelney Bridge only).
1.2.1.8	Install conduit to bridges parapet/abutment.
1.2.1.9	Design and manufacture of bespoke sliding rails and mounting plates for telemetry installation.
Phase 2:	
1.2.1.10	Contractor to provide pre-construction/supporting documentations (non-exhaustive list): FRAP, H&S file.
1.2.1.11	Site mobilisation and set up compound.
1.2.1.12	Closure of public bridleway where necessary.
1.2.1.13	Install sliding rail system in channel with telemetry instruments mounted on it.

- 1.2.1.14 Remove temporary works and demobilise from site.
- 1.2.2 The Contractor shall maintain the works from Completion until the rectification dates.

1.3 Site Progress Meetings

Frequency: weekly meetings through the awarded programme.

Chairperson (who will also take and distribute minutes): Client's Project Manager

1.4 Access to the Site

1.4.1 Prior to first entry to the site to undertake physical *works*, the *Contractor* shall record the condition of the site and accesses to the site through photographs and videos. These are submitted to the *Client* for record keeping. The *Contractor* shall leave the site and accesses to the site in as good a condition as prior to first entry.

1.5 Site Restrictions

- 1.5.1 The proposal to site an additional kiosk in this rural roadside location should seek to minimise the visual and character impacts on this surrounding rural setting.
- 1.5.2 PRoW Possible temporary closure/diversion of the bridleway.
- 1.5.3 INNS Biosecurity protocols should be adhered to and an Invasives Management Plan may be required.
- 1.5.4 Protected Species Programme and pricing to reflect the protected licences requirements (as per PEA provided by the Client). Timing of works to be considered.
- 1.5.5 FRAP is required.

1.6 Completion

Prior to Completion the Contractor shall arrange a joint inspection with the Client. The initial inspection shall take place a minimum of one week in advance of the Completion. Completion is achieved and certified only when the works have reached a stage of completion where the site is judged to be acceptable for handover and suitable and safe for its intended use. The Client is responsible for making their initial judgement following the joint inspection.

The following criteria must be met for the works to be certified as Complete:

- The Contractor shall be responsible for ensuring the design is acceptable to the Client, gaining formal approval.
- The Contractor shall undertake the mitigation actions outlined in the Environmental Action Plan (EAP).
- All excavation, earthworks, and topsoiling work must be fully complete, and all construction plant, and machinery must be removed from site.
- · All site perimeter fencing, temporary works, materials storage and waste must be removed from site.
- All public open spaces must be safe for use by the public with no remaining hazards associated with construction operations.

The following are absolute requirements for Completion to be certified, without these items the Client is unable to use the works:

 Provision of all information required by the Principal Designer for the Health & Safety File including but not limited to:

- As-built drawings if there have been any changes to design (in PDF and CAD formats).
- Maintenance plans.
- · A completion certificate will be issued on a project basis prior to the Client taking over the Site.
- The whole of the Works has been completed in accordance with the Scope.
- There are no Defects that prevent safe access and operation by the Client. There are no Defects that present a health and safety hazard to the public or landowners.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
N/A	1	Site Specific Pack Information – further detail of the works required

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
SHEW CoP	V6	yes
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	yes

4. Constraints on how the Contractor Provides the Works

As defined in the Site-specific Packs.

In accordance with Clause 14.5 of the contract, all of the Client's actions under the contract are delegated to . The *Contractor* shall only act upon instructions received from the Client's delegate.

All communications from the Contractor to the Client shall be sent to

The Contractor shall not commence any work on the site until the Client, or their representative, has accepted the Construction Phase Plan, including method statements and risk assessments ahead of each project in this contract. Acceptance will be by way of a written communication from the Client confirming the Contractor may take possession of the site from the agreed starting date.

The Client has the contractual right to access the working area as shown on the drawings. The Contractor shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.

The Contractor must allow a minimum of 2 weeks to allow the Principal Designer to review construction phase plans.

In order to assess the extent of work, the Contractor shall visit each site when pricing the work. The Contractor shall inform the Client of the time and date of each site visit before going to site.

The Client has the contractual right to access the working area as shown on the drawings. The Contractor shall be required to determine the suitability of the access and agree any alternative routes with the landowner should the identified routes be unsuitable.

Details of the routes must be included within the method statements. Access conditions may deteriorate following wet weather and the Contractor should assume the worst conditions when preparing his quotation.

Works will require the Contractor to obtain a Flood Risk Activity Permit from the Environment Agency where required. The Contractor shall be responsible for obtaining the necessary Environmental Permits for Flood Risk Activities (if applicable). The Contractor shall ensure the permits are received a minimum of two (2) weeks prior to commencement of works. The Contractor shall be responsible for all costs associated with permit applications. The Client has, were possible, started the application process which will need to be transferred to the Contractor and finalised. Please be aware the Permitting process can take eight (8) weeks from receipt of payment, need for permits to be discussed with Client's Project Manager prior to applying for permits.

The Contractor will need to work with the Client to ensure that data continuity continues during the new kiosk construction at Aller Drove Bridge.

The Contractor shall take all reasonable steps to avoid damage and disruption to the surrounding land, to the designated sites and associated access routes. Such land may be privately owned, commercially managed for industrial, agricultural use, or part of the local social amenities etc. Any problems with access should be reported directly to the Client.

Where the Contractor requires access to any occupied premises, or third-party land the Contractor shall consult with the Client's estates Team to secure access. The Estates team requires to be informed a minimum of 15 working days ahead of the entry on the land.

The Contractor shall ensure that any service diversions and protection measures required during the works have been arranged and agreed with the relevant Statutory Authority.

All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the Client, or their representative.

The Client requires twenty-four (24) hour / seven (7) days per week emergency contacts from the Contractor including the provision of out of hour's response if required due to theft, fire, flood and vandalism. It is expected that any emergency procedures are carried out by a competent employee of the Contractor.

The Contractor shall be responsible for arranging all rights of way, road, car park and footpath closures, diversions and related work.

Any connection to third party assets required as part of the scheme shall be completed through liaison with the Client's Estates team, which may include the Client using their statutory powers under the Water Resources Act 1991.

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 *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

6. Services and other things provided by the Client

Item	Date by which it will be provided
PEA	Pre-award
EAP	To be confirmed post award.
Access to Site through EA Estates	To be confirmed post award.

Site Information

The site

- Aller Drove Bridge, Bridgwater, Somerset, TA7 0JF (nearest).
 Also refer to grid reference ST 38107 30373 and 3Words map: https://w3w.co/factor.popping.defenders
 Refer to in the defined Site-specific Pack: Small Works Package Wessex H&T Aller Drove Proposal_2425.
- Athelney Bridge, Bridgwater TA7 0SB (nearest post code).
 Also refer to grid reference ST 34753 29084 and 3Words map: https://w3w.co/boxer.reversed.joints
 Refer to in the defined Site-specific Pack: Small Works Package Wessex H&T –
 Athelney_new_flow_2425

Existing utilities and services

Drawings: See enclosed utility searches

Other information: N/A

Health and safety file

Issue details: To be confirmed if available for Aller Drove.

Access to site

Description: An indicative site access plan is included in the site-specific pack. To be agreed collaboratively ahead of the work on-site.

Limitations: Possible temporary closure/diversion of the bridleway.

Access for inspections: to be agreed collaboratively ahead of the work on-site.

Use of the site

General: the River Tone and the Sowy River will be used for flow measuring.

The new kiosk and telemetry instruments at Athelney Bridge will be located on the Environment Agency land. However, the connection to the main will be located on a privately owned land.

The kiosk and telemetry at Aller Drove Bridge will be located on the Environment Agency land. However, an unregistered land shall be crossed to install the telemetry instruments.

The bridges at Aller Drove and Athelney are both likely under the ownership of the Environment Agency.

Limitations:

Athelney Bridge: Landowners require notification from EA Estates prior to being on site.

Aller Drove Bridge: A notice of intended entry prominently on the access to the land addressed "To Whom it may Concern" will be in place not less than 7 days before the access is required.

Surrounding land / building uses

General: adjacent and nearby uses are open fields.

Health and safety hazards

General: The nature and condition of the site/ building cannot be fully and certainly ascertained. The bridges are assumed to be in a good condition. No hazards identified at time of issuing this scope of work.

Proposed sub-contractors				
	Name and address of proposed subcontractor	Nature and extent of work		
1.	None			
	Form of Contract:			
2.				
	Form of Contract:			

3.		
	Form of Contract:	
4.		
	Form of Contract:	