



# NEC4 Engineering and Construction

## Short Contract

PAGABO

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
--------------------	---

And	Land & Water Services
-----	-----------------------

For	Small Works Package Wessex H&T – Compton Dando Flume gauging station improvements
-----	--

	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	<div></div>	
Address for electronic communications	<div></div>	
The <i>works</i> are	Construction of improvements to Compton Dando flume gauging station.	
The <i>site</i> is	Site Name: Compton Dando Gauging Station, Culverhay, Compton Dando, Bristol, BS39 4LQ Location: ST6480164723	
The <i>starting date</i> is	To be determined by the successful Contractor's programme, but no later than the 26 January 2024	
The <i>completion date</i> is	To be determined by the successful Contractor's programme, but no later than the 02 October 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	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 Contractor to the Client for loss of or damage to the Client's property is limited to	£100,000 GBP	
The Client provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the works	The replacement cost	The Client's certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The 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	
Liability for death of or bodily injury to employees of the Contractor arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the Contractor to use the skill and care normally used by professionals providing works similar to the works	Minimum £1,000,000 in respect of every claim	6 years following Completion of the whole of

		without limit to the number of claims	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 and the following additional conditions			
Only enter details here if additional conditions are required.			
Z1.0	Sub-contracting		
Z1.1	The Contractor submits the name of each proposed subcontractor to the <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 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 Contractor 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"><li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li></ul>		

	<ul style="list-style-type: none"> <li>• Strikes, riots and civil commotion not confined to the employees of the Contractor 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
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
Z13	<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 Contract Date 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 CPI 1 – month rate]</p> <p>The CPI 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 Contractor is	
Name	Land & Water Services	
Address for communications		
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 Equipment is		As 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 £468,937.38

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

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
1.1	Enabling works – tree and vegetation clearance	sum	1		
1.2	Apply for a Flood Risk Activity Permit (FRAP) for the works as designed and for any temporary works that require a FRAP	sum	1		
1.3	Access, Compound and Welfare and other Prelims	sum	1		
1.3	Mobilise to site	sum	1		
1.4	Construction of proposed scheme as described on the design drawings	sum	1		
	Stilling well and pipe	sum	1		
	Downstream Inlet and Intake Channel	sum	1		
	Eel Pass and Splitter Box	sum	1		
	Upstream Outlet and Pipework	sum	1		
	Rip Rap Placement	sum	1		
	Site Reinstatement	sum	1		
1.5	Management & Supervision	sum	1		
1.6	Construction Phase Plan – RAMS in accordance with the EA SHEW code of practise.	sum	1		
1.7	Design and installation of any temporary works required to undertake the works	sum	1		
1.8	Demobilise from site	sum	1		
1.8	Health and Safety File (WORD), including as built drawings.	sum	1		
1.9	Carbon calculator and report.	sum	1		
1.10	Post construction topographic survey.	sum	1		
1.11	Pagabo Fee	sum	1		
				The total of the Prices	£468,937.38



The method and rules used to compile the Price List are

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

Minimum Technical Requirements v12 December 2021.

LIT 16559 SHEW code of practice Version 5.0 (January 2023).

Prices to include but not limited to all project management costs, the production of any other pre-condition survey reports not included on the scope environmental permits and welfare provisions as required.

For pricing purposes, the *Contractor* shall base their assumptions on the information provided in the Scope.

Prices to include but not limited to all costs related to any enabling works the *Contractor* determines is required to undertake the scoped works.

# Scope

## 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.

As defined in the Small Works Package H&T - Compton Dando Flume Improvements NEC4 ECSC Scope

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
122485-BUK-Z0-CD-DR-C-00001	P03	Plan of new works
122485-BUK-Z0-CD-DR-C-00002	P02	Section details
122485-BUK-Z0-CD-DR-C-00003	P03	Buried Eel pass details
122485-BUK-Z0-CD-DR-C-00004	P02	Eel pass inlet & outlet headwall details
122485-BUK-Z0-CD-DR-C-00005	P02	Buried Eel pass details
122485-BUK-Z0-CD-DR-C-00006 –	P02	Buried Eel pass details
122485-BUK-Z0-CD-DR-C-00007	P01	New pump sump detail

## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision/ Doc ref number	publicly available
Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP) Version 5.0	January 2023	No
LIT 13258 - Minimum Technical Requirements	Dec 2021	No
LIT14284 – Whole life (construction) Carbon planning tool	2023	No
LIT65150 – Minimum technical requirements – environment and sustainability	30 March 2023	No
EA National Standard Technical Specifications for Surveying Services.	Version 5, March 2021	No
LIT 7067 Emission 2030	October 2016	No
LIT 14284 – Whole Life (Construction) Carbon Planning Tool	2023	No
BS 1722 (Fences specification)	2020	No
The <i>Contractor</i> shall also utilise the following but not limiting to specifications where applicable, to design and build the projects with reasonable skill and care.		
British Standard Code of Practice and Euro codes	Latest version	yes
European Standards	Latest version	yes
And the following but not limiting to Environmental specifications/guides and codes of practise: <ul style="list-style-type: none"> <li>• BRE – Green Guide to Specification;</li> <li>• BRE – Materials Information Exchange;</li> <li>• CIRIA SP122 – Waste Minimisation and Recycling in Construction (practical guidance);</li> <li>• CIRIA C513 – The Reclaimed and Recycled construction materials Handbook;</li> <li>• CIRIA C533 – Environmental Management in Construction;</li> <li>• Considerate Constructor Scheme;</li> <li>• CL:AIRE Policy Paper (2010)</li> <li>• General Guide to the Prevention of Water Pollution: PPG1;</li> <li>• Works in, near or liable to affect Watercourses: PPG5;</li> <li>• Working at construction and demolition sites: PPG6;</li> <li>• Pollution Prevention Guidelines Marinas and Craft: PPG14; and</li> <li>• Pollution Prevention Guidelines Pollution incident response planning: PPG21.</li> </ul>	Latest version	yes
<b>4. Constraints on how the <i>Contractor</i> Provides the Works</b>		
<b>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>.</b>		
Salmonid spawning season. No in channel works between October and May.		
Construction works need to avoid high flow winter season from October to March		
Provide a minimum of 10 days' notice to allow EA Estates to serve notice on relevant landowners.		

Ensures continued operation of the flume for flow and level measurement purposes.

The highway bridge upstream of the flume is a designated Scheduled Monument for its historic value.

#### **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 his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which he 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:

The programme shall take account of the following requirements:-

- Starting date
- Period required for mobilisation/ planning & post contract award
- Each of the activities listed within the Price List
- The duration of the *works*
- Critical path activities
- Works affecting watercourses and flood risk
- Adverse weather conditions
- Submissions by the *Contractor*, including method statements
- 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.
- Manufactured goods/materials order periods
- Application periods for any licenses/permissions/consents required for the *work*
- Client consultation on RAMS/CPP
- Environmental constraints
- Planned Completion Date
- Contract completion Date, agreed Compensation events.

The *Contractor* is to update the programme monthly and provided to the *Client* on the last working day of each month.

The *Client's* Delegate shall notify and agree with the *Contractor* regarding any additional items required on each programme within 2 weeks of contract award. The *Contractor* shall agree any changes to the schedule with the *Client's* Delegate within 2 weeks of Contract Award and issue a schedule of planned design submission to the *Client's* Delegate. The *Contractor* shall ensure the changes shall not impact the Completion Date.

The *Contractor* shows on each revised programme:

- the actual progress achieved on each operation and its effect upon the timing of the remaining work,
- how the *Contractor* plans to deal with any delays and to correct notified Defects and
- any other changes which the *Contractor* proposes to make to the accepted programme


The *Contractor* submits a revised programme to the *Client* for acceptance:

- within the *period for reply* after the *Client* has instructed the *Contractor* to, and when the *Client* chooses to.

The *Contractor* shall identify the Critical Path based upon the Schedule of Key Activities and events in such detail as may be accepted by the *Client*. The *Contractor* shall keep the progress of the works under constant review and the Critical Path shall be updated by the *Contractor* as required by the *Client*.

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

Describe what the <i>Client</i> 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
As defined in: Small Works Package Wessex H&T – Compton Dando Flume Improvements Project - Scope	To suit <i>Contractors</i> programme
7. Site Information	
As defined in: Small Works Package Wessex H&T – Compton Dando Flume Improvements Project – Site Information.	

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