



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)
V2 Tender Contract	12/07/2024
V3 Updated Contract	13/11/2024
V4 updated following clarifications	19/12/2024

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency <div></div> <div></div> <div></div>
And	Land & Water Services Ltd <div></div> <div></div> <div></div> <div></div> <div></div>
For	River Ver – River Restoration
	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 (EA)	
Address for communications	<div></div> <div></div>	
Address for electronic communications	<div></div>	
The <i>works</i> are	The project aims to restore the rare chalk river and enhance Verulamium Park's landscape for both people and wildlife. The <i>works</i> thin trees to allow more light in and encouraging suitable habitat creation.	
The <i>site</i> is	Verulamium Park, St Albans, Hertfordshire	
The <i>starting date</i> is	01/09/2024	
The <i>completion date</i> is	05/05/2026	
The <i>delay damages</i> are	Nil	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	Nil	%

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply
The <i>Adjudicator</i> is :
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	0.5	% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	The Contract Price	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an	Minimum £5,000,000 in respect of every claim without limit to the number of claims	

employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works		
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions		
Only enter details here if additional conditions are required.		
Z1.0	Sub-contracting	
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.	
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of correct invoice.	
Z2.0	Environment Agency as a regulatory authority	
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.	
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.	
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.	
Z3.0	Confidentiality & Publicity	
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement.	
Z4.0	Correctness of Site Information	
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.	
Z5.0	The Contracts (Rights of Third Parties) Act 1999	
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.	
Z6.0	Design	
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.	
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.	

Z6.3	<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"> • 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	<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 – Not Used
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p>

	<p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>
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Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Land and Water Services Ltd	
Address for communications	Land and Water Services Ltd [REDACTED]	
Address for electronic communications	[REDACTED] [REDACTED]	
The fee percentage is	15	%
The people rates are		
category of person	unit	rate
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 £497,628.30

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature


Date 19/12/2024

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

Signed on behalf of the *Client*

Name

Position

Signature	
Date	20/12/2024

Price List

Item Number	Description	Unit	Quantity	Rate	Price
1.0	Tree Works (Reach 2 & 3)				
1.1	Tree Removal	No.	90		£171,678.60
1.2	Tree Pollarding	No.	15		£22,089.60
1.3	Crown Lift	No.	15		£13,345.80
1.4	Other Crown Works	No.	10		£11,505.00
1.5	Ivy Removal (collar from ground level to 1m height)	No.	35		£4,141.55
3	Wetland Scrape (Reach 2)				
3.3	Creation of wet-woodland area including excavation of existing land (typically 0.5m depth) and landscaping <i>Note item omits planting</i>	m ²	1,100		£23,100.00
3.4	Excavate shallow low flow channels to connect wet woodland areas approximate 10m long by 3m wide by 1m deep <i>Note item omits planting</i>	No.	4		£1,650.00
4	Landscaping & Planting <i>Full Schedule is provided on Drg see ENV0002534C-JAC-ZZ-00-DR-L-0018)</i>				
4.1	Trees Planted	No.	34		£9,800.00
4.2	Shrubs Planted	No.	3,235		£10,800.00
4.3	Grass Seeding (EM8)	m ²	4,484		£6,008.56
4.4	Grass Seeding (EM2)	m ²	3,028		£4,723.68
4.5	Grass Seeding (EM2F)	m ²	9,739		£14,413.72
4.6	Grass Seeding (EW1)	m ²	275		£442.75
4.7	Grass Seeding (EH1)	m ²	307		£494.27
4.8	Bulb Planting (B1)	No.	3,040		£3,192.00
4.9	Bulb Planting (B2)	No.	1,760		£1,408.00
4.10	Bulb Planting (B3)	No.	1,360		£1,387.00
4.11	Bulb Planting (B4)	No.	1,228		£995.00
4.12	Marginal Plug Planting (Wetland Area)	m ²	57		£3,526.00
4.13	Bark mulch to planting areas	Sum	1		£6,970.27

4.14	12 month maintenance	Sum	1		£18,800.00
5	Other Costs				
	Access Roads, Hardstanding, Laydown Areas & Compounds	m ²			£20,354.00
	Temporary Fencing	m			£11,400.00
	Plant Services	Sum			£4,875.00
	Traffic Management	Sum			£3,540.00
	Survey & Monitoring (Noise, Dust & Vibration)	Sum			£1,260.00
	Ecological Surveys	Sum			£2,237.50
	Hand Excavation of Trial Holes to Confirm Service Locations	No	10		£712.00
	GPR for Statutory Service Mapping	Sum			£3,125.00
	Considerate Constructors Scheme	Sum			£437.50
	Site Plant	Sum			£806.00
	Construction Supervision & Management	Sum			£49,500.00
	Topsoil Stripping & Storage	Sum			included
	Material Disposal	Sum			£31,150.00
	Site Office, Welfare & Utilities	Sum			£10,650.00
	Fire Safety Equipment	Sum			Included
	Signboard	Sum			£472.00
	IT Systems & Office Furniture	Sum			£300.00
	Site Security	Sum			£23,400.00
	Protective Clothing & Equipment	Sum			£750.00
	Setting out & Survey Equipment	Sum			£2,187.50
The total of the Prices					£497,628.30

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*

The Environment Agency (EA) has been working with St. Albans City and District Council (SACDC) to consider how the River Ver can be restored closer to its natural condition as a chalk stream, and how to improve the landscape and amenity value of the river corridor through St. Albans including at Verulamium Park.

The River Ver is a chalk stream, an incredibly rare type of habitat with only around 200 in the world, the majority of which are in England. Like many chalk streams, the Ver is in very poor condition, largely due to historical alterations.

1. Tree Works (Reach 2 and 3)

- a. Tree works are outlined in ENVRESE000471-JAC-ZZ-00-TN-L-0001 which contains drawings ENV0002534C-JAC-ZZ-00-DR-L-0024 and ENV0002534C-JAC-ZZ-00-DR-L-0025.
- b. The Tree works are based upon a survey and recommendation report completed by Maydencroft (*River Ver, Revitalising the River, St Albans, September 2019*), which is provided as Appendix A in ENVRESE000471-JAC-ZZ-00-TN-L-0001.
- c. Owing to the age of the Maydencroft Tree Survey, the Tree works will be subject to variation due to changes on site and access restrictions. The Contractor will carry out a pre-commencement site walk-over alongside the Client and Others and submit an updated Tree works plan to the Client for acceptance based on the confirmed scope of works.
- d. The Contractors tendered prices will be based on the Tree works contained in ENVRESE000471-JAC-ZZ-00-TN-L-0001 and its associated attachments. This will be adjusted for the confirmed Scope (as noted in 4(c) above using pro rata rates for Tree: (i) Removal; (ii) Pollarding; (iii) Crown Lift; (iv) Crown Works; (v) Ivy Removal.
- e. The Contractor will execute Tree works as agreed in item 4(c) above.

2. Wetland Scape.

The requirements and design for this is shown in drawings ENV0002534C-JAC-ZZ-00-DR-L-0018, ENV0002534C-JAC-ZZ-00-DR-L-0019, ENV0002534C-JAC-ZZ-00-DR-L-0031 and ENV0002534C-JAC-ZZ-00-DR-L-0032.

- a. The excavation for the wetland area shall be typically 0.5m in depth with gentle sloping sides to meet existing ground levels.
- b. Channels shall be provided to allow periodic inundation of and drainage through the wetland area. Channels shall be assumed to be 10m in length, 3m wide and up to 1m deep.
- c. The locations and extents of the scrape and connecting channels shall be agreed on site with the Supervising Project Geomorphologist
- d. Drawings shall be read with the specification, see ENVRESE000471-JAC-ZZ-00-SP-L-0001
- ~~e. For proposed furniture details see drawing ENV0002534C-JAC-ZZ-00-DR-L-0029~~
- ~~f. For boardwalk details see ENV0002534C-JAC-ZZ-00-DR-C-0015~~
- ~~g. For footpath details see ENV0002534C-JAC-ZZ-00-DR-C-0016~~
- h. The Contractor notes and abides by the constraints noted in Drgs ENV0002534C-JAC-ZZ-00-DR-L-0030 and ENV0002534C-JAC-ZZ-00-DR-L-0037

3. Landscaping & Planting

The for landscaping and planting are shown in Drgs ENV0002534C-JAC-ZZ-00-DR-L-0018, ENV0002534C-JAC-ZZ-00-DR-L-0019, ENV0002534C-JAC-ZZ-00-DR-L-0027 and ENV0002534C-JAC-ZZ-00-DR-L-0038.

- a. All landscaping and planting shall be implemented in accordance with ENVRESE000471-JAC-ZZ-00-SP-L-0001
- b. Management and Maintenance of all planting shall be in accordance with ENVRESE000471-JAC-ZZ-00-RP-L-0001 – Landscape Management & Maintenance and ENV0002534C-JAC-ZZ-00-DR-L-0022

The *Contractor* has worked with the *Client* at tender stage and interim contract award stage and provided clarifications as per the following documents which are to be annexed to this contract.

- River Ver AOMR tender - Clarification Log - v5 27082024
- River Ver Clarifications contract V4 19.12.2024

2. Drawings

List the drawings that apply to the contract (appendix 3)

Drawing Number	Revision	Title
ENV0002534C-JAC-ZZ-00-DR-L-0030	P01	Indicative Utilities Locations & HSE Constraints
ENV0002534C-JAC-ZZ-00-DR-L-0027	P02	Channel Narrowing Details
ENV0002534C-JAC-ZZ-00-DR-L-0038	P02	Channel Narrowing Details
ENV0002534C-JAC-ZZ-00-DR-L-0018	P02	Wetland Scrape 1 & Planting Plan
ENV0002534C-JAC-ZZ-00-DR-L-0019	P02	Wetland Scrape 2 & Planting Plan
ENV0002534C-JAC-ZZ-00-DR-L-0022	P02	Landscape Management Plan
ENV0002534C-JAC-ZZ-00-DR-L-0031	P02	Landscape & Wetland Sections Sheet 1
ENV0002534C-JAC-ZZ-00-DR-L-0032	P02	Landscape & Wetland Sections Sheet 2
ENV0002534C-JAC-ZZ-00-DR-L-0024	P01	Vegetation Clearance Sheet 1 of 2
ENV0002534C-JAC-ZZ-00-DR-L-0024	P01	Vegetation Clearance Sheet 2 of 2
ENV0002534C-JAC-ZZ-00-DR-L-0037	P01	Indicative Tree Protection Plan
ENV0002534C-JAC-ZZ-00-DR-L-0029	P01	For furniture details
ENV0002534C-JAC-ZZ-00-DR-C-0015	P01	For boardwalk details
ENV0002534C-JAC-ZZ-00-DR-C-0016	P01	For footpath details

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
ENVRESE000471-JAC-ZZ-00-SP-L-0002 – Channel Narrowing Specification	P01	
ENVRESE000471-JAC-ZZ-00-SP-L-0001 - Landscape Specification	P01	
ENVRESE000471-JAC-ZZ-00-RP-L-0001 – Landscape Management & Maintenance	P01	
ENVRESE000471-JAC-ZZ-00-TN-L-0001 – Tree Works	P01	
ENVRESE000471-JAC-ZZ-00-TN-L-0001 – General Aboricultural Method Statement	P01	
BS5837:2012 – Trees in relation to design, demolition and construction – Recommendations	-	✓

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

~~The Contractor must complete in channel works before salmonoid spawning season.~~

No tree works to be undertaken during bird nesting season unless approved by the ECoW.

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).

General site timings and working hours. Work will be carried out between the hours of 7am and 7pm only on non-private land, 7 days a week. Liaise with the Client to minimise undue disturbance to local private landowners noise disturbance.

The *site* is located within is a popular public park that will remain open throughout the works. The *Contractor* must follow requirements of the Landowner including their permitting and licencing requirements.

Access to the *works* in Reach 2 is to be from the right bank only, which is generally open parkland owned by SACDC. The left bank forms the bottom of private residential gardens, and no access is possible other than from the channel.

Access to the *works* in Reach 3 is initially from a narrow footpath on the right bank from Holywell Hill Bridge down to the footbridge, and then via the very narrow (approx. 600mm wide) footbridge to the left bank. Alternative access to the river downstream of the footbridge would be along the River Ver Trail from Cottonmill Lane. The works this reach can also be access by Affinity Water land for the right bank.

The *Contractor* is to maintain access security control of all personnel and vehicles through all the perimeter gates when in use.

The *Contractor* shall draft, implement, and update the following documents:

- a) Construction Phase Plan. This plan shall include hours of work; access arrangements for *Contractor's* vehicles (locations and times); details of the siting; road surface treatment; alteration or re-routing of any permanent or temporary access track to be used by vehicular traffic serving the development for the purposes of construction or operation, *Contractor's* operatives, and method(s) for avoiding mud from the site tracking onto the highway with a strategy for remedy of this should it occur;
- b) Construction Flood Management Plan (or Construction Flood Response Strategy);
- c) Restoration and Maintenance Plan;
- d) Site Waste Management Plan as described in Safety, Health, Environment, Welfare Code of Practice (May, 2018) (SHEWCOP);
- e) Emergency Pollution Response Plan;
- f) Materials Management Plan (details to be included in BMP)

These documents shall be submitted to the *Client* for review 1 week prior to commencement of site *works*.

Copies of documents a) to f) shall be provided to the *Client* for information.

These documents shall be reviewed and updated by the *Contractor* monthly and controlled copies kept on *site* for inspection by the *Client*.

The *works* are to be constructed under the supervision of the Project Geomorphologist who will apply the design criteria and required outcomes to modify and interpret the layout and form of the *works* to the *site* conditions and features encountered on *site* at the time of construction.

The plan form of the *works* and the location of the two reaches are shown in detail on drawing ENV0002534C-JAC-ZZ-00-DR-L-0027.

~~Details of the channel narrowing features adopted are shown on drawing ENV0002534C-JAC-ZZ-00-DR-L-0038.~~

The Tree *works* (ENVRESE000471-JAC-ZZ-00-TN-L-0001, as amended) shall be completed under the supervision of a suitably qualified Ecologist (Ecological Clerk of works) and Arboriculturist. Measures for Tree Protection to be implemented by the *Contractor* are stated in ENV0002534C-JAC-ZZ-00-DR-L-0037

The *Contractor* shall adhere to the requirements of the Environmental Action Plan and Environmental constraints on the construction activities

Watercourses: The *Contractor's* attention is drawn to the current form of the following legislation:

Rivers (Prevention of Pollution) Act 1974, Water Resources Act 1991, Control of Pollution Act; Environmental Permitting Regulations 2010, Salmon and Freshwater Fisheries Act; Natural Environment and Rural Communities Act 2006 (and Nature Conservancy Council Act where relevant); and the Wildlife and Countryside Act.

The *Contractor* shall at all times observe all regulations and conditions relating to the watercourse.

All costs arising from working adjacent to the watercourse are to be allowed for in the rates and prices.

No deleterious discharge, either solid or liquid, into the watercourse will be allowed and the Works shall not be done in such a manner as to cause pollution.

The *Contractor* will use timber from a sustainable source e.g. Forest Stewardship Council (FSC) certified.

Gravel must be mixed sized, clean, locally sourced and of fluvial origin. A sample of the Gravel must be submitted to the *Client* for acceptance prior to use on *site*

5. Requirements for the programme

The *Contractor* submits their 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*

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
N/A	N/A

Site Information

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work

Appendices

Appendix Number	Document No	Title
Appendix 1	None	None