



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency ██████████ ██████████ ██████ ████████
And	Breheny Civil Engineering
For	Various works in Norfolk & Suffolk 24/25 Lot 1 Civil works
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Various works in Norfolk & Suffolk 24/25 Lot 1 Civil works (refer to Appendices) plus (if applicable) any other work to be identified via a Compensation Event on FastDraft Rattlesden Flood Storage Reservoir - Repair Works Benacre Pumping Station Lintel protection and fence replacement work.	
The <i>site</i> is	Suffolk (refer to scope/appendices 1-16)	
The <i>starting date</i> is	1 st September 2024	
The <i>completion date</i> is	31 st March 2025	
The <i>delay damages</i> are	<i>add</i>	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	TBC	% 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)	Minimum £5,000,000 in respect of every claim	

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		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			
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
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 <i>Contractor</i> is	
Name	Breheny Civil Engineering Ltd	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED] [REDACTED]	
The <i>fee</i> percentage is	8	%
The <i>people</i> rates are	As per the AOMR Workbook	
category of person	unit	rate
The <i>published list of Equipment</i> is		AOMR Workbook
The <i>percentage for adjustment for Equipment</i> is		8%

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 [REDACTED] plus VAT

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

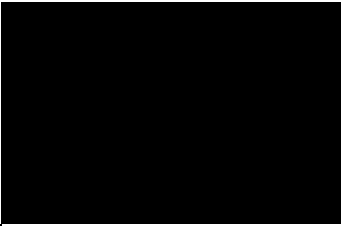

Date 25 September 2024

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

Signed on behalf of the *Client*

Name

Position

Signature	
Date	

Price List

Item Number	Description	Unit	Quantity	Rate	Price
Rattlesden Works					
RP	Prelims/Site supervision, Welfare & CDM/SheWcop Paperwork/compliances	Sum			
R1	Installation of temporary dam and over-pumping and replacement of joint sealant in sluice/weir	Sum			
R2	Carry out main works as per drawing ref FR03S230_SWS002-24/200/001	Sum			
Benacre Works					
BP	Prelims/Site supervision, Welfare & CDM/SheWcop Paperwork/compliances	Sum			
B3	Carry out fencing restoration works as required	Sum			
B4	E.O costs to replace entire fence line and gates.	Sum			
B5	Installation of bird deterrents including for scaffolding	Sum			
The total of the Prices					

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

Rattlesden Flood Storage Reservoir - Repair Works

Construction of new scour protection measures at downstream to of southern spillway embankment and on roadside verge. Localised embankment crest re-profiling. Replacement of failing expansion joints at the reservoir outlet control structure. Filling of hole at base of BT telegraph pole. Removal of decaying tree stump from roadside parapet wall.

Refer to appendices 1-14

Benarcre Pumping Station

The replacement of perimeter fence panels and access gate panels. The installation of lintel mesh netting. Refer to drawing FR03S238/SWS004-24/300/001 & 002. **Refer to appendices 15-17**

Project	Document type	Document ref	Document title	Appendix number
Rattleden	Works information	URS – FR03S230_SWS002-24_Rev2	User Requirement Specification	1
Rattleden	Site information / works information	PCI – FR03S230_SWS002-24_Rev1	Pre-Construction Information	2
Rattleden	Site information	FR03S230_SWS002-24	Photographic record	3
Rattleden	Design drawing	FR03S230_SWS002-24/100/001	Site Access Map & Overview Plan of Works	4 (in one document)
Rattleden	Design drawing	FR03S230_SWS002-24/100/002	Site Hazard Map	5 (in one document)
Rattleden	Design drawing	FR03S230_SWS002-24/100/003	Northern Embankment Crest Re-profiling	6 (in one document)

Rattlesden	Design drawing	FR03S230_SWS002-24/100/004	Southern Spillway Embankment Downstream Toe Protection	7 (in one document)
Rattlesden	Design drawing	FR03S230_SWS002-24/100/005	Roadside Verge Scour Protection	8 (in one document)
Rattlesden	Works information	DRR - FR03S230_SWS002-24_C01	Designer's Risk Register	9
Rattlesden	Health & Safety File	FR/03/S230_Rev2.1	Rattlesden Flood Storage Reservoir H&S File (electronic)	10
Rattlesden	Level survey drawing	J03072_01	Rattlesden FSR Deformation Survey	11
Rattlesden	Site information	Zz_10-FR03230_2020	Ground Investigation Plan Northern Embankment – Buried Concrete Blockwork	12
Rattlesden	Historical drawing	4R 0274 1 25	Rattlesden River Weir Structure Sections Through Structure and Stilling Well	13
Rattlesden	Historical drawing	4R 0274 1 24	River Rattlesden Weir Structure Piling. Details	14
Benacre	Design Drawing	FR03/S238/SWS004-24 DRAWING 1 OF 2	BENACRE PUMPING STATION FENCE REPLACEMENT & LINTELS NETTING	15
Benacre	Design Drawing	FR03/S238/SWS004-24 DRAWING 2 OF 2	BENACRE PUMPING STATION FENCE REPLACEMENT & LINTELS NETTING	16

1.4 Accommodation

1.4.1 The Contractor shall provide accommodation, services and facilities as is necessary to complete the works, as quantified and priced in the Framework Pricing Workbook.

1.5 Access to the Site

1.5.1 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.

1.6 Sharing the Site with the Client and Others

1.6.1 In the context of this contract, Others is defined as all stakeholders relevant to the scope of the contract. Stakeholders are defined as Environment Agency, Private landowner of mill structures including mill house. Business Owners

1.6.2 The Contractor shall co-operate with Others in obtaining and providing information which they need in connection with the works.

1.7 Management of the Works

1.7.1 The Client and Contractor administer the contract using the Client's contract management tools. This is currently FastDraft but may be transferred to similar systems from time to time.

1.7.2 The Client and Contractor attend the following meetings:

Project start meeting

- **Completion Inspection**

1.7.3 The Contractor shall produce a weekly progress email. This email:

- **highlights the progress achieved since the last progress email submission, state the expected date when the Contractor forecast to complete the works compared to the contract Completion Date,**
- **includes site photos of progress achieved since the previous progress email.**

1.8 Weather Measurements

1.8.1 None

1.9 Quality Management

1.9.1 The Contractor shall carry out the following tests and inspections:

- **TBC**

1.9.2 The Client shall carry out the following tests and inspections:

- **None**

1.9.3 Until 12 months from the completion date, the Client shall instruct the Contractor to search for a defect.

1.9.4 The Client shall notify a defect to the Contractor at any time before the defects date.

1.9.5 The Contractor shall correct a defect whether or not the Client has notified it.

1.9.6 Before completion, the Contractor shall correct a notified defect before the end of the defect correction period. This period begins at the later of the completion and when the defect is notified.

1.9.7 The Client shall issue the defects certificate at the defects date if there are no notified defects, or otherwise at the earlier of:

- **The end of the last defect correction period and**
- **The date when all notified defects have been corrected.**

1.9.8 The Contractor and the Client may each propose to the other that the scope should be changed so that a defect does not have to be corrected. If the Contractor and the Client are prepared to consider the change, the Contractor shall submit a quotation for reduced Prices or an earlier completion date or both to the Client for acceptance. If the Client accepts the quotation, it shall change the scope, the prices and the completion date accordingly.

1.9.9 If the Contractor has not corrected a notified defect within its defect correction period, the Client shall assess the cost of having the defect corrected by other people and the Contractor shall pay this amount.

1.10 Consents, Permits and Licenses

1.10.1 The Client shall obtain the Natural England assent to carry out works necessary consents, permits, licenses and/or agreements from third parties for the permanent works. and serve the Notice of Entry of work to the landowner.

1.10.2 The Contractor shall obtain the Flood Risk Activity Permit for the works and any necessary consents, permits, licenses and/or agreements from third parties for the temporary works.

1.11 Health, Safety & Environment

1.11.1 The Client's SHEW CoP is applicable to the Contractor in providing the works.

1.11.2 The Considerate Constructors Scheme is applicable as per the Client's SHEW CoP. The Contractor is responsible for registering the project unless otherwise instructed by the Client.

1.11.3 The Construction, Design & Management (CDM) Regulations are applicable to the works. [The Contractor acts as Principal Contractor / Contractor under the Regulations.]

1.11.4 The Contractor shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the works and submits these to the Client for acceptance. The Contractor does not commence activities until the relevant RAMS have been accepted by the Client. The Client has the period of reply to respond to the RAMS.

1.11.5 The Contractor undertakes the actions within the Environmental Action Plan (EAP)

1.12 Procurement of subcontractors

1.12.1 In accordance with Schedule 7 Clause 2.1.3, the contractor shall use sustainability, quality and price criteria when selecting subcontractors, evidence of how this was undertaken to be retained and made available to the Client if required.

1.11.2 In accordance with Schedule 7 Clause 2.1.6, the contractor shall ensure that supply chain opportunities are inclusive and accessible to Small and medium-sized Enterprises; Voluntary, Community and Social Enterprise organisations and under-represented groups of suppliers.

1.11.3 In accordance with Schedule 7 Clause 2.1.1, the Contractor shall use the Contracts Finder website to advertise any sub-contracting opportunities to encourage a diverse and inclusive supply base. Within ninety (90) calendar days of awarding a sub-contract to a sub-contractor, the Delivery Partner updates the notice on Contracts Finder with details of the successful subcontractor.

1.13 Title

None

1.14 Completion

1.14.1 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.

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

- All works are fully completed and operational and meet the requirements of the Environment Agency.
- Any site perimeter fencing, temporary works, materials storage and waste must be removed from site.

1.14.3 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
- Maintenance plans

1.15 ACCOUNTS AND RECORDS

1.15.1 The Contractor's application for payment shall be submitted on FastDraft and supported by a breakdown of the works for which payment is due in the format provided in the Price List, including any implemented Compensation Events.

1.15.2 The Contractor shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.

- apinvoices-env-u@gov.sscl.com and
- ea_invoices-pa@environment-agency.gov.uk

1.16 SITE PROGRESS MEETINGS

1.16.1 Frequency: Monthly and 1x start up meeting, 1x Completion Inspection

1.16.2 Location: Teams and on site

1.16.3 [REDACTED] (Chair) Tech Support (Minute taker) Senior User (Site visit)

1. Description of the works

Rattlesden Flood Storage Reservoir - Repair Works

Construction of new scour protection measures at downstream to of southern spillway embankment and on roadside verge. Localised embankment crest re-profiling. Replacement of failing expansion joints at the reservoir outlet control structure. Filling of hole at base of BT telegraph pole. Removal of decaying tree stump from roadside parapet wall.

Refer to appendices 1-14

Appendix 1 - URS

Appendix 2 - PCI

Appendix 3 - Photographic record

Appendix 4,5,6,7,8 - FR03S230_SWS002-24

Appendix 9 - DRR - FR03S230_SWS002-24_C01

Appendix 10 - EAN CDM Health and Safety file v2.1 - Rattlesden FSR

Appendix 11 - J03072_01

Appendix 12 - Zz-10-FR03230_2020

Appendix 13 - 4R 0274 1 25

Appendix 14 - 4R 0274 1 24

Benarcre Pumping Station

The replacement of perimeter fence panels and access gate panels. The installation of lintel mesh netting. Refer to drawing FR03S238/SWS004-24/300/001 & 002. **Refer to appendices 15-17**

Appendix 15 - FR03_S238_SWS004-24_300_001

Appendix 16 - FR03_S238_SWS004-24_300_002

Appendix 17 - PCI_Benacre Lintels and Fence

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
FR03S230_SWS002-24-300_001-005	CO1	RATTLESDEN FLOOD STORAGE RESERVOIR - REPAIR WORK
J03072_01	N/A	Rattlesden FSR Deformation Survey
Zz-10-FR03230_2020	N/A	GROUND INVESTIGATION PLAN NORTHERN EMBANKMENT
4R 0274 1 25	F	River Gipping
4R 0274 1 24	D	River Rattlesden

FR03_S238_SWS004-24_300_001	1	Benacre
FR03_S238_SWS004-24_300_002	1	Benacre

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes

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

Refer to appendices 1-16

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

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 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

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

Refer to appendices 1-16

Item	Date by which it will be provided

Site Information

Refer to appendices 1-16

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:	