



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V 1	Go live template
V 1.1	Reversion to Bidder pack conditions

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Galliford Try
For	2-433 Knighton Park Reservoir – Flood Wall and Penstock
	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		
The <i>works</i> are	Penstock replacement, repairs to flood wall and replacement of c.120m linear drainage at Knighton Park Reservoir - North Cell inlet weirs	
The <i>site</i> is	2-433 Knighton Park Reservoir - Floodwall and Penstock	
The <i>starting date</i> is	01/09/2025	
The <i>completion date</i> is	30/12/2025 TBC	
The <i>delay damages</i> are		Per day
The <i>period for reply</i> 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 retention 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		% 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	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 employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum £..... 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 a valid 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	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 <i>works</i> are affected by any one of the following events <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
	The <i>Contractor</i> shall comply with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
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

Z12.4	For contracts containing packages of projects the <i>Client's Contract Data, Scope and Site Information</i> particular to an individual project is contained within its <i>Site Specific Pack</i>
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 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 Average Weekly Earnings index (Construction)(AWE) 1 – month rate]</p> <p>The Average Weekly Earnings index (Construction)(AWE) 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 [Client set] 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* 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

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
	Project and Contract Management & Prelims
	Site supervision
	FRAP exemption application
	Mobilisation including CPP, RAMS, SMWP etc
	Welfare – Site Setup and Security
	Maintenance of welfare facilities
	PENSTOCK works

	Remove old penstock (x1)				
	Install the new off the shelf penstock* <i>*size to be approved by Reservoir Supervising Engineer</i>				
	Re-pointing of the brick wall around the penstock and replacing blown/ significantly damaged bricks (20%)				
	FLOOD WALL at Brighton CI				
	Seal replacement on all joint in the flood wall				
	Section around the social club building:				
	Repointing of <u>all</u> areas on the dry side of the wall Repointing visually weak areas on the wet side (30%)				
	Section around the carpark (see sketch)				
	Brick repointing 50% on each side of the wall				
	Replacing engineered bricks with coping stones to match the existing flags (c.60m)				
	Taking record of the wall construction before installation of coping stones				
	Reconstruction of the corner of the wall with visually identified movement (corner near the gate to the field)				
	Reinstallation of the EA benchmarks (x2) onto the new coping stones in the same location and taking exact new coordinates (XYZ)				
	DRAINAGE				
	GPR of the excavation area of drainage replacement*				
	Reinstalment of approx. 120m of collapsed clay drainage pipe				
	Post construction - Complete and supply appropriate information* to the PD for completion of the H&S file and liaise with the PD to ensure it is complete within appropriate timescales <i>*This includes but not limited to the as-built construction drawings, used material COSHH data sheet and site photographs</i>				
	**The Contractor to utilise the availability of GPR team (within their daily rate) to survey the footpaths on top of embankments each direction, when and if possible				

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

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

1. Description of the works

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

The *Client* has identified an asset that requires a repair to bring it back to a minimum acceptable standard that existed prior 2023/2024 winter storm events.

The *works* shall be undertaken considering all required environmental, programme and cost considerations whilst also complying with all relevant *Client* good practice and guidance. Where compliance is not possible, reasonable justification must be provided, and a written agreement shall be made with the *Client*.

Description of the works

Floodwall at Brighton CL. near the social club

As part of the *works*, the *Contractor* shall:

- Carry out seal replacement on all joints in the floodwall, noting that joint replacement on the wall shall include the joint between the wall the concrete stub that ties into the embankment.
- Repoint **all** area on the dry side of the wall along the building:
- Repoint visually weak areas of degradation on the wet side (30%)
- Repoint 50% on each side of the wall around the carpark
- Replace engineered bricks with coping stones to match the existing flags only along the wall near carpark (section with the fence to be omitted)
- Take records of the wall construction and highlight any visual defects to the *Client* prior to installation of coping stones
- Reconstruct the corner of the wall with visually identified movement (corner near the section with the fence)
- Reinstallation of the *Client* benchmarks (x2) onto the new coping stones in the same location and taking an exact record of new coordinates for each benchmark

Penstock

As part of the *works*, the *Contractor* shall:

- Replace the penstock with off the shelf product and seal around. The size of the new penstock to be approved by the Client's Reservoir Supervising Engineer. The penstock will require a security sleeve to be fitted to ensure that operation by members of the public is restricted.
- Repoint brickwork
- Replace visually weak areas of degraded bricks (c.20%)
- Monitor water levels to safely deliver the works

Drainage

- Conduct GPR of the excavation area where drainage replacement is planned.
- Reinstalment of approx. 120m collapsed clay drainage pipe

The *Contractor* shall provide the plans showing the site access, working area and compound in a timely manner so that the *Client* can prepare and issue relevant Notices of Entry (NOE) at least 10 working days ahead of the works commencing.

General Requirements

The *Contractor* will undertake a pre-condition survey prior to the start of works (to include as a minimum accesses, adjacent land, storage and compound). These areas must be reinstated prior to the *Contractor* leaving site.

The *Contractor* must make good any damage caused during the works.

The *Contractor* shall safeguard the site, the works, products, materials, and any existing structures affected by the *works* from damage and theft.

All regular testing and material certifications used on site shall be recorded and shared with the *Client* during the *works*.

The *Contractor* shall be familiar with all information shared by the *Client*.

Construction works

The *Contractor* will provide the following after the *Client* has accepted the CPP and agreed the start date:

- Construction work required to deliver the scope of works
- Ongoing liaison with the Principal Designer (if PD is required)
- The *Contractor* to take photos at the start and finish of each working day to show the progress of the works. Photos to be saved in project folder on SharePoint and shared with the *Client*
- The *Contractor* to engage with the Stakeholders, when required
- A final site visit to be arranged by the *Contractor* with the *Client* and the Senior User to demonstrate a new asset operation

Access to the Working Areas

Via the public access at the park or the through the gates (subject to agreement with the landowner). The *Contractor* to liaise with the landowner about utilising the gated carpark for a temporary site compound.

Utility Services

The *Contractor* is to identify and mark up all overhead and underground cables following the requirements of the *Client's* SHEW Community of Practice (CoP.) Where services are identified, suitable control measures are required prior to work commencing.

Methodology Statement

Prior to the start of construction work, the *Contractor* must produce a Construction Phase Plan that, amongst other things, contains:

- A schedule of activities for which risk assessments and method statements must be prepared;
- The *Contractor* arrangements for the preparation and approval of risk assessments and method statements;
- The schedule of risk assessments and method statements must meet the requirements of the Construction Design and Management Regulations;
- The *Contractor* will be free to add to the schedule as the work progresses.
- The *Contractor* will ensure the risk assessments and method statements for each operation includes;
 - Risk assessments of the work;
 - People and resources proposed;
 - Timing and sequencing of construction, materials, plant and equipment;
 - Details of temporary works;
 - Indication of activities that represent a higher level of safety, health and environmental risk;
 - Safety, health, and environmental controls proposed; and
 - Any permit to work proposals, if required.

The *Contractor* submits the required risk assessments and method statements to the *Client* **two weeks** before starting the tasks to which they refer.

The *Contractor* must ensure that risk assessments and method statements are approved by the authorised individual within their own organisation before submission.

Method statements shall include full particulars of the methods, timing, and sequence of construction.

The *Contractor* must obtain any CPP approvals required by a Principal Designer where appointed or by the *Client*.

The *Contractor* does the work in accordance with the method statement.

The *Contractor* shall be familiar with all constraints identified in the draft PCI document before the works starts. Any new and additional constraints will be treated as change.

CDM Requirements

The *Contractor* shall assume the role of Designer and Principal Contractor (PC) upon award of the Contract and receipt of the PC appointment letter from the *Client*.

As the Designer under CDM requirements, the *Contractor* shall supply relevant documents such as Designer's Risk Assessment and Buildability Statement for the appointed by the *Client* Principal Designer's review.

The *Contractor* is required to liaise with the *Client's* CDM Principal Designer (where applicable).

If required a copy of the HSE Notification (F10) shall be provided to the *Contractor* by the Principal Designer prior to commencement of the works and be put up in a visible location on site.

The *Contractor* shall be cognisant of the CDM Pre-construction Information, the AOMR Framework Requirements and the current SHEW CoP. The *Contractor* shall ensure that all parties under their sub-contract are cognisant of the requirements of these documents and AOMR Frameworks terms and conditions.

Pre-works commencement

The *Contractor* shall prepare the Construction Phase Plan before work commences on site and issue it to the *Client* for acceptance. The Construction Phase Plan must be accepted by the *Client* before work can commence on site.

Prior completion

Prior to Completion, the *Contractor* provides the following information in electronic format to the *Client* and Principal Designer for inclusion in the Health & Safety File:

- Description of the works including quantities of materials and photographs
- COSHH – lists substances hazardous to health & specific precautions that must be taken as a result of their presence;
- Information on any unforeseen hazards encountered during construction;
- Residual hazards & risk assessment;
- Factory acceptance testing results
- Electronic copies of the as-built drawings and/or details of installed new mechanism, maintenance requirements, operational user guides etc, in both pdf and dwg formats, when applicable;
- Copies of all certificates of materials testing conducted as part of the works.

The *Contractor* to undertake a photographic condition survey prior to as well as on completion of the works and provide a copy to the *Client*.

The *Contractor* shall make allowance in their programme for liaison with the Principal Designer and the *Client* in providing the relevant information for the Health & Safety File prior to Completion.

On completion

The works required to be done by the Completion Date is: The whole of the *works*

On Completion, the *Contractor* returns the roads, footpaths, car parks and any other areas affected by the works to a condition not inferior to that pertaining at the commencement of the works. All debris, unused materials, equipment and temporary works are to be dismantled and cleared from the site.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

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
Environment Agency, SHEW- COP	Latest	NO- if not available, please request the <i>Client</i>
LIT 18749 - National standard technical specifications for surveying services	V5.01 1 March 2023	no

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

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*.

Landowners: The *Client* will issue Notices of Entry when needed. The *Contractor* will work within the period and parameters set out in the Notice

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 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

In addition, the *Contractor* is to present *Contractor's* risks that could impact the completion date

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

1.	Form of Contract:	
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	