



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	
V3 Phase 1	

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Land and Water Services Ltd
For	Theale Decommissioning Project
	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	Kings Meadow House, Kings Meadow Road, Reading, RG1 8DQ	
Address for electronic communications	<div></div>	
The <i>works</i> are	To remove the existing concrete crump gauging weir, associated wing walls, and gauging hut. Design the finished bank profile, utilising as much material from site as appropriate. River bed and banks to be created in such a way as to be safe and stable and allow for natural recolonisation	
The <i>site</i> is	Theale Gauging Station, off Arrowhead road (Kennet Weir Business Park), Theale, Reading RG7 4AD/AH SU 64959 70828	
The <i>starting date</i> is	06/05/2025	
The <i>completion date</i> is	31/03/2026	
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		% 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 <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	The defects Certificate has been issued
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.
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	Land & Water Services Ltd	
Address for communications	Albury Mill Mill Lane Chilworth Guildford GU4 8RU	
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people rates</i> are	As per AOMR Framework Pricing Workbooks	
category of person	unit	rate
The <i>published list of Equipment</i> is		

The <i>percentage for adjustment for Equipment</i> 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	£125,164.50
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	Enter the total of the Prices from the Price List.
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Signed on behalf of the *Contractor*

Name	
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Position	Commercial Director
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Signature	
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Date	18/06/2025
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
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Position	Project Executive
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Signature	
Date	19/06/25

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
01	Site Condition Survey	Sum	1		
02	Environmental Surveys	Sum	1		
03	Risk Register	Sum	1		
04	Detailed Design & Method Statement	Sum	1		
05	Waste Management / Materials Plan (Re-use, removal & disposal)	Sum	1		
06	FRAP (combined, single)	Sum	1		
07	Health & Safety Plan & RAMS	Sum	1		
08	Proposal to improve a) ecology and b) integrity of river	Sum	1		
09	Traffic Management Plan	Sum	1		
10	Environmental Management Plan	Sum	1		
11	Statement of conformity with proposal to improve river	Sum	1		
12	Health & Safety File (inc. as built drawings, topo, bathymetry) (Visit 1)	Sum	1		
13	Mobilisation & Site Establishment (Visit 1)	Sum	1		
14	Preliminaries & Site Management (Visit 1)	Sum	1		
15	Traffic Management	week			
16	Temporary works (Visit 1)				
17	Muck away				

18	Demolition of Weir crest & river bed reinstatement				
19	Demolition of Weir slab to bed level				
20	Demolition of Wingwalls & regrading Banks				
21	Demolition of Building & Making good	Sum	1		
22	Upstream bank Stabilisation				
23					
24	Demobilisation (Visit 1)	Sum	1		
The total of the Prices				£125,164.50	

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.

This contract is priced and awarded in Year 2, based on the Year 1 Framework Pricing Workbook. After the Year 2 Framework Pricing Workbook is issued, a single compensation event is permitted to change the total of the Prices according to the Year 2 Framework Pricing Workbook.

Scope

Theale Gauging Station weir, located on the River Kennet is no longer operational. The weir no longer serves its original purpose and has become a redundant liability. The weir is a blockage to fish passage and prevents the natural movement of sediment through the reach.

Summary

The *Contractor* shall design & develop optimal method to remove the entire weir structure including the adjacent bankside brick building and internal infrastructure.

The *Contractor* shall also, take full opportunity to improve: the ecological value; enhanced fish passage, restore chalk stream habitat, leaving the bed and banks in a safe, stable condition to allow for natural recolonisation.

Description of *Client* requirement / desired outcome

Theale gauging station consists of a crump weir equipped with a pressure tapping and a downstream recorder. It is located in an artificially straightened section of the River Kennet. The weir has subsided with a difference in level from left to right of 41mm across the crest. The walls of the weir are constructed in concrete with concrete bag work sections both upstream and downstream of the main wing walls. A brick-built gauging hut is located on the left bank of the river, within which are located stilling wells. The building roof is in poor condition and the building is unsafe to use. Approximately 100m upstream of the weir, on the left bank, the river is attempting to follow its previous natural path and is severely eroding the bank. This has the future potential to cause the collapse of Arrowhead Road, and this would block the only access to the industrial units.

Data quality started to reduce significantly in 2014, due to gravel movement/channel changes caused by the 2013/14 floods. Despite workarounds, Theale Gauging Station weir continued to deteriorate, and a new weir was installed at Calcot, a short distance downstream. At almost 60 years old, the weir has exceeded its original productive life.

The desired outcome of this project is to remove the weir and gauging station and return the site back to its natural state. This aligns with the Water Framework Directive objectives for fish passage and hydro morphology and the Environment Agency's statutory requirement to secure eel and fish passage on EA structures. The benefits of this project include:

- Reduce/eliminate ongoing yearly costs for a structure that is providing no tangible benefit.
- Both the hut and structure are in a state of decay and pose public safety risks. Gauging hut has been red carded.
- Removal opens a large stretch of priority river to fish passage.
- Reduces the reputational risk involved with upstream bank erosion of the access road.

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 *Contractor* shall deliver the works in two phases over two FY years during the low flow seasons:

Phase 1 (FY 24/25) - surveys, assessments, detail design and necessary regulatory compliance and permits and the demolition works associated with Visit 1

Phase 2 (FY 25/26) – Construction Works associated with Visit 2.

The FRAP shall be single application for activities of both visits 1 and 2. Tendered as 2 separate FRAPs, *Client* has asked for 1 FRAP application, risk to sit with *Client*.

This Scope is for delivery of Phase 1 only; the details pertaining to Phase 2 are included for information purposes and Phase 2 will only be carried out following a Project Manager's instruction and Compensation Event (CE) notified subject to an acceptable cost and approved funding.

Phase 1 Deliverables:

The *Contractor* shall submit the following deliverables for phase 1:

- Site Condition Survey
- Environmental Surveys report
- Risk Register
- Detailed Design & Method Statement
- Waste Management / Materials Plan
- Health & Safety Plan & RAMS
- Proposal to improve a) ecology and b) integrity of river
- Traffic Management Plan
- Environmental Management Plan
- Statement of conformity with proposal to improve river
- Health & Safety File (inc. as built drawings, topo, bathymetry)

For Visit 1. Documentation to demonstrate:

- Mobilisation & Site Establishment
- Site Management
- Temporary works installation
- Demolition of Building and Making good

☐ [Appendix 3 – Tender Clarifications](#): includes the tendered programme and further scope clarifications:

Name

[L&W Theale Decommissioning Tender Programme.pdf](#)

[Lnad & Water Phase 1.xlsx](#)

[Post Tender Clarification 001 - LWS - Response.docx](#)

Site Survey and Assessment:

1. The *Contractor* shall carry out a detailed site condition survey of the weir, gauging hut, and surrounding environment and identify any associated reinstatement works. To include but not limited to addition or update to *Client's* Topographic & Statutory Undertakers services search returns.
2. The *Contractor* shall identify any additional risks or concerns not covered in the feasibility study.
3. The *Contractor* shall undertake all necessary protected species surveys and produce a strategy to prevent the spread of Invasive Non Native Species.

Detailed Design:

4. The *Contractor* shall ensure that the final solution/options considered are compliant with all guidance and legislation and seek to minimise long-term asset/land management and maintenance costs.
5. The *Contractor* shall develop a detailed design for the complete removal of the weir and gauging hut, associated infrastructure and the naturalization of the bed and banks. The *Contractor* shall submit this design to the *Client* for acceptance.
6. The *Contractor* shall identify suitable re-use of materials or disposal methods for the removed materials, considering environmental impact.

Regulatory Compliance:

7. The *Contractor* shall fulfil the CDM roles of Designer and Principal Contractor.
8. The *Contractor* shall be responsible for ensuring the design is acceptable to the *Client* (gaining approval of Gateway 3), gain associated approvals and be acceptable to statutory stakeholders.
9. Ensure all design work adheres to relevant environmental and Health and Safety regulations including the SHEWCOP, particularly with regard to the sensitivity of the river.
10. The *Contractor* shall prepare and obtain the Flood Risk Activity Permit (FRAP).

Construction: Weir and Infrastructure Removal and Site Remediation:

11. The *Contractor* shall mobilise construction equipment and set up site compound and access in conformity with above plans and permits; (CPP, TMP, WMP, EMP, FRAP).
12. The *Contractor* shall execute the removal of the weir structure, including the concrete crump weir, associated walls, the brick gauging hut and infrastructure.
13. The *Contractor* shall reuse material on site where applicable and safely dispose of all remaining materials in compliance with environmental and regulatory requirements.
14. The *Contractor* shall remove temporary construction access routes and make good.
15. Prior to Completion being certified for the *works*, the following are mandatory requirements:
 - 15.1. Final clean.
 - 15.2. Removal of temporary structures, materials, protection and tools.
 - 15.3. Provision of record information representing final condition including H&S File, any O&M manuals, post survey recommendations, defects correction register, as built drawings, post works topographic survey, bathymetry, annotated photographs.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
11119/1d		Radio Equipment Building General Arrangement
11119/2c		Site and Location Plans
LD00647-1		Proposed Flume at Theale Drawing No. 1
LD00647-2		Proposed Flume at Theale Drawing No. 2
LD00647-3		Proposed Flume at Theale Drawing No. 3
LD00647-4		Proposed Flume at Theale Drawing No. 4
LD00647-5		Proposed Flume at Theale Drawing No. 5
LD00647-6		Proposed Flume at Theale Waling & Anchorages for Piling
LD00647-7		Proposed Flume at Theale Layout of Pipework
08001-01		Survey Plans (2290)
08001-02		Survey Cross Sections (2290)

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

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*.

The *Contractor* is to provide the *works* in accordance with the Asset OMR Framework Deed of Agreement and Schedules including the Technical Specifications.

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).

The *Contractor* shall comply with EA's SHEW Code of Practice, key items from the Environmental Action Plan (EAP)

Any vegetation clearance required takes place outside of the nesting bird season.	
River Kennet is a sensitive chalk river and as such pollution prevention is paramount. Works should be planned to minimise the release of fine sediment and construction debris/dust. Dry working is assumed the best way to minimise this risk.	
Working times The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)	
<h2>5. Requirements for the programme</h2>	
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 <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).	
The <i>Contractor</i> submits their programme with the <i>Contractor's Offer</i> for acceptance. The <i>Contractor</i> 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; <i>Contractor's</i> risks. (e) Completion date	
<h2>6. Services and other things provided by the <i>Client</i></h2>	
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

<h1>Site Information</h1>	
Theale Gauging Station Decommissioning Technical Note ENVWLB00605R-JAC-00-00-TN-C-0001 P01	
NEAS Screening Determination Note 7/3/25	
Bathymetry	
Flow	
Photo	
Services Search	
Land Ownership	
Project Risk Register	

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:	
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