



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

Asset Operation, Maintenance and Response Framework
Lot 2 MEICA (Refurbishment and Maintenance)

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	JT Mackley & Co Ltd Bankside House Henfield Road Small Dole West Sussex BN5 9XQ
For	Shirley Moor Automatic weed rake repairs 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	Scots Float Depot, Military Road, Playden, Rye, East Sussex, TN31 7PH.	
Address for electronic communications		
The <i>works</i> are	To carry out a thorough investigation into the failure of the automatic weed rake, provide a detailed report of findings and recommendations, and undertake the necessary repairs.	
The <i>site</i> is	Shirley Moor Pumping Station, Tenterden Road, Kent, TN30 7LA	
The <i>starting date</i> is	19/05/2025	
The <i>completion date</i> is	31/12/2025	
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.	
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 <i>works</i>	Minimum of Contract Price value 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	
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
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	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.
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: 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: 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: 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 provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>

Contract Data

The Contractor's Contract Data

		The Contractor is
Name	JT Mackley & Co Ltd	
Address for communications	Bankside House, Henfield Road, Small Dole, West Sussex, BN5 9XQ	
Address for electronic communications		
The fee percentage is		
The people rates are		
category of person	unit	rate
As per AOMR Framework		
The published list of Equipment is		As per AOMR Framework
The percentage for adjustment for Equipment is		As per AOMR Framework

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is £73,672.82

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

Where 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.

Where the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item Number	Description	Unit	Quantity	Rate	Price £
1	Supervision	Sum			
2	Documentation Including CPP, RAMS and CDM Regulations 2015.	Sum			
3	Welfare	Sum			
4	Mobilisation	Sum			
5	Complete the electrical safety agreement	Sum			
6	Design check on a new position of structural post, including a topographic survey.				
7	Electrical investigation of existing system/condition survey/Erect scaffold tower.	Sum			
8	Supply and install a new drive unit and remove and dispose of the existing one.	Sum			
9	Carry out repairs to the grab.	Sum			
10	Turn the post leg around and make good.	Sum			
11	Commissioning/ certification and testing	Sum			
12	Demobilisation	Sum			
13	Provide Health & Safety File and O&M Manual	Sum			
14	Production of Carbon Calculator for the automatic weed rake repairs at Shirley Moor pumping station.	Sum			
The total of the Prices					73,672.82

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

1. Description of the works

1. Overview

The *Contractor* shall investigate the cause of failure, report findings and recommendations, and undertake all necessary works to return the automatic weed rake to its original operational condition as designed. As part of this, the *Contractor* shall also review the original design and, if required, reposition Post No. 3 to ensure operational reliability.

2. Responsibilities

The *Contractor* shall:

- Provide all necessary plant, pumps, and equipment required for the successful execution of the project.
- Ensure adequate welfare provisions by the Construction (Design and Management) Regulations 2015 (CDM).
- Develop and submit a detailed programme of works for the *Client's* approval.
- Assume the role of Designer as defined under the CDM Regulations 2015, including completion of the designer sections of the Pre-Construction Information (PCI) document.
- Identify and manage hazards as outlined in the PCI.
- Act as Principal Contractor under the CDM Regulations and coordinate with the Principal Designer appointed by the *Client*.
- Provide a Construction Phase Plan (CPP) and Risk Assessment and Method Statements (RAMS) for the *Client's* acceptance at least two weeks before the start of works.
- Notify the *Client* 7 days before starting work onsite.
- Supervise all subcontractors and review their RAMS, particularly regarding confined space work.
- Assist the Principal Designer with the production of Health & Safety (H&S) Files as required under CDM Regulations, to be submitted to the *Client* before contract completion.
- Produce a Carbon Calculator for the work.
- Review the existing weed rake structure and check the design to confirm it meets operational requirements; carry out any necessary repositioning of Post No. 3.

3. Compliance & Safety

The *Contractor* shall ensure all works are conducted in accordance with relevant industry standards, Health and Safety Regulations, and best practices. Coordination with the *Client* and appointed Principal Designer shall be maintained throughout the project to ensure compliance with CDM obligations.

4. Client Responsibilities

The *Client* shall:

- Serve Notices of Intended Entry as appropriate, 7 days before the *Contractor* starts works on site.
- Issue access permits as appropriate.

5. Deliverables

- A detailed programme of works for *Client* acceptance.
- Full compliance with MEICA standards and CDM Regulations 2015.
- Effective hazard identification, management, and mitigation.
- Coordination with the appointed Principal Designer to ensure safe and efficient project delivery.
- Installation of the wire ropes and post-installation testing.
- Completion of a design check and, if necessary, Repositioning of Post No. 3.

2. Drawings

Drawing Number	Revision	Title
A1-06-813-01	2	PS Shirley Moor General arrangement HD500A2DMH
05\J2589\02\CD001-2	A	Shirley Moor Bosker rake control panel power circuit diagram.
05\J2589\02\CD003	A	Shirley Moor Bosker rake control panel input circuit diagram
05\J2589\02\CD004	A	Shirley Moor Bosker rake control panel output circuit diagram
05\J2589\02\CD005	A	Shirley Moor Bosker rake control panel differential level control diagram

3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	No
Minimum Technical Requirements – Standard (LIT 13258)	V 13	No
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	No
Exchange Information Requirements (LIT 17641)		No
SHEW CoP (LIT 16559)	V 7	No
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	No
Lifting and Winching Equipment Management requirements for LOLER and PUWER (LIT12216)	07/01/2020	No
Control of Substances Hazardous to Health (COSHH) Regulations		No
Construction Design Regulations (CDM) 2015		Yes
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		No
Exchange Information Requirements (BIM)	V3	No
Shirley Moor PS Brackett Bosker weed rake O&M manual	1	No
Management of temporary works - SIM 02/2010/04.		Yes
MEICA Standards 369_13 and 369_13D07		No
Biosecurity: Check, Clean, Dry principles.		Yes

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

The area is popular with walkers and fishermen, so the *Contractor* shall consider and allow for public safety in the design for any works outside of the compound. Signage, barriers, and demarcation to be assessed and considered, and used as necessary.

The pumping station is in a locked compound. The *Contractor* shall ensure the gate is closed to prevent unauthorised access and make access arrangements as required.

In order to achieve Completion, the Contractor must include obtaining Client acceptance of the approved Health and Safety file by 30/09/2025.

Working times

The *Contractor* will be permitted to work between 7:00 am and 7.00 pm 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 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
Fast draft access.	Within two weeks of the <i>starting date</i> .
Mechanical and electrical isolations, such as are consistent with flood risk management.	Within 7 days of the <i>Contractor</i> requesting this of the <i>Client</i> .
Water level management prior to onsite works commencing.	Within 7 days of the <i>Contractor</i> requesting this of the <i>Client</i> .
Site access to track and compound.	Within 7 days of the <i>Contractor</i> requesting this of the <i>Client</i> .

Site Information

Pre-Construction Information pack

Service searches included in the PCI Appendix A: SGN, UKPN, Digdat, BT Open Reach, Line search before you dig,

Public Foot path map is located in the PCI Appendix B.

As-built drawings are located in the PCI Appendix C.

Public Safety Risk Assessment is located in the PCI Appendix D.

Proposed sub-contractors
