



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V 1	October 2025
V 2	03.11.25
V 3	13.11.25
V 4	24.11.25
V 5	25.11.25

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Jacksons Civil Engineering 30 White House Road Ipswich IP1 5LT
For	Weedon FSR- AOMR Lot 1
	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	Environment Agency (Defra) Ceres House Searby Road Lincoln LN2 4DW	
Address for electronic communications	Bhagwant.Jhutti@environment-agency.gov.uk	
The <i>works</i> are	<p>Structural safety repair works and intrusive investigation in accordance with the All Reservoir Panel Engineers (ARPE) recommendations and Area AP recommendations. The following urgent recommendations are listed in order of priority:</p> <ol style="list-style-type: none"> ARPE Recommendation 13 (void infill) Infill the identified void to reduce the risk of dam deformation and provide a watertight culvert. ARPE Recommendation 11 (investigation): The extent of the void down the side of the culvert is unknown. Further investigation should be undertaken as part of permanent works development, Cores to be taken on the upstream culvert section at each joint as per drawings provided. 	
The <i>site</i> is	Weedon Flood Storage Reservoir (FSR)	
The <i>starting date</i> is	01/12/2025	
The <i>completion date</i> is	20/04/2026	
The <i>delay damages</i> are		£113.79 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	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 £2,000,000 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
Z12.1	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 Contract Data

The Contractor is		
Name	Jackson Civil Engineering Limited	
Address for communications	30 White House Road, Ipswich, Suffolk IP1 5LT	
Address for electronic communications	Chris Gill cgill@jackson-civils.co.uk	
The fee percentage is	8	%
The people rates are	As per Framework	
category of person	unit	rate
The published list of Equipment is	As per Framework	
The percentage for adjustment for Equipment is	As per 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 **£167,608.09**

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name Trevor Dixon

Position Company Secretary

Signature



Date 26/11/25

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

Signed on behalf of the Client

Name Andrew E. Rouse

Position

Signature



Date 02/12/2025

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
	Phase 1 - Void Infill as detailed in document 'AOMR Weedon FSR Pricing 25.11.25'	Sum	1	£86,083.43	£86,083.43
	Phase 2 - Intrusive Survey as detailed in document 'AOMR Weedon FSR Pricing 25.11.25'	Sum	1	£81,524.66	£81,524.66
The total of the Prices					£167,608.09

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.

Structural safety repair works and intrusive investigation in accordance with the All Reservoir Panel Engineers (ARPE) recommendations and Area AP recommendations. The following urgent recommendations are listed in order of priority:

1. ARPE Recommendation 13 (void infill)

Infill the identified void above joint between culvert unit 1 and 2 to reduce the risk of dam deformation. Consideration of an appropriate grouting solution that could serve to provide either a temporary or permanent solution urgently.

Infill methodology to consider the impacts, both environmental and operational, in the event that chosen infill material inadvertently enters the culvert through adjacent open joints. As such, measures are to be taken to both prevent infill material entering the culvert and monitor the culvert to confirm this. Focus should be on unplated areas on or close to the void joint. Sealing of the in-stu plating system should also be checked for gaps around the edges and filled / sealed sufficient to prevent applied infill material entering the culvert from these gaps.

Two options are being considered:

1. Void infill from above- Void to be infilled by drilling/coring down from the top of the dam / embankment surface, methodology should also include how the cored holes through the embankment will be refilled / sealed.
2. Void infill from inside the culvert- Part of the previously installed upstream plate system to be removed from the culvert soffit and the void above the culvert roof infilled from below.

The methodologies above are described as per previous conversations and workshops with Jacksons. These are not to be considered instructions or specifications and Jacksons are to provide their own methodology and temporary works solutions.

Both options should be priced with associated programmes/timescales and provided to the Agency for a decision on a preferred solution. Each option should also be presented with the key risks for each option. Where working hazards are identified, control measures should be provided as to how they will mitigate or reduce the risk to deliver the works safely and promptly. The culvert functions as the reservoir outlet and the bottom of the culvert will still need to convey dry weather flow during the works and investigations

All proposed materials and methodology are to be agreed with the ARPE and Catchment Engineers, including specification data sheets, in order that they satisfy suitability for this application. This should also include approximate design life of materials proposed. Area Catchment Engineers will fulfil the designer role under CDM and accept design liability

2. ARPE Recommendation 11 (investigation):

The extent of the void down the sides of the culvert is unknown. Further investigation should be undertaken as part of future permanent works planning. Cores will need to be taken at every upstream edge only of each culvert unit. Cores will be drilled through the concrete culvert sides in order to enable rodding through the

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*.

Access to site and vehicular traffic to be limited to designated access routes only as per the Hazard Map.

Any changes to agreed repair methodologies and materials to be reconfirmed and agreed with the ARPE prior to being undertaken.

Confined space access for culvert entry. CS category agreed is NC2

All plant movement on the dam to be considerate of the potential voids below ground that may be surrounding the culvert.

Void infill is not to be undertaken before the joints between culvert sections 1&2 have been sufficiently sealed to avoid ingress of proposed grout leaking out from the culvert unit joints into the culvert and watercourse.

All works to consider environmental effects and avoid polluting of the watercourse.

For works within the culvert, flow conditions and water levels may prohibit safe working access within the culvert. The contractor should undertake their own risk assessment to determine best conditions to operate. The EA FIDO will advise JCE when reservoir storage thresholds are likely to be reached and when dry weather flow conditions do not apply. All contractors works should take place during dry weather flow conditions and the contractor should plan method based on dry weather flow only. JCE should only work inside the culvert during dry weather flow conditions. Where unexpected flow conditions exceed dry weather flows within the culvert, the effect on the Contractors works shall be dealt with as a CE. Works should consider regular weather forecast checks and liaison with the EA FIDO on planned working windows. EA Area team will work closely with JCE when undertaking culvert works to monitor the dry weather flow conditions. This position should be included within the contractor's emergency plan that should be submitted to the EA local permitting team / EA flood operations duty team.

Locations of previously identified services on the embankment to be confirmed on site and avoided during works.

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 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*

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

Site Information

Weedon FSR 2025 (Study & Works)- Jacksons SID V2 16.10.25

Nation Grid STATs Plan 17.01.24

Weedon Culvert- Site Specific Risk Assessment Template

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Geobear Form of Contract: NEC4 ECSC Option A with Amends	Void Filling
2.	Rober Nicholas Form of Contract: NEC4 ECSC Option A with Amends	Temporary Works and Intrusive Survey
3.	 Form of Contract:	
4.	 Form of Contract:	