



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	
For	ECI for Jury's Gap tidal basin refurbishment
	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	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	[REDACTED]@environment-agency.gov.uk	
The <i>works</i> are	To undertake an ECI at Jury's Gap tidal basin	
The <i>site</i> is	Jury's Gut Tidal Basin TN31 7SG	
The <i>starting date</i> is	22/10/2024	
The <i>completion date</i> is	31/03/2025	
nil	<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		% per complete week of delay.
Insert a rate only if a rate less 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)	Minimum £1,000,000 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 £..... 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	<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
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 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>
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Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	J T Mackley & Co Ltd	
Address for communications	Bankside House, Henfield Road, Small Dole, BN5 9XQ	
Address for electronic communications	[REDACTED] and/or [REDACTED]	
The <i>fee</i> percentage is	[REDACTED]	%
The <i>people rates</i> are	As per AOMR framework schedule	
category of person	unit	rate
The <i>published list of Equipment</i> is		CECA
The <i>percentage for adjustment for Equipment</i> is		+ 0 %

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 **£59,242.31**

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature


Date 14.10.24

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

Signed on behalf of the *Client*

Name

Position

Signature	
Date	22 October 2024

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
1	Produce CPP and RAMS for works at Jury's Gut tidal basin	Sum	1		
2	Mobilisation and establishment of works areas at Jury's Gut tidal basin	Sum	1		
3	A buildability statement based upon the outline design from Mott McDonald, including lifting plan.	Sum	1		
4	Investigate 2 x twin leaf penstocks at inlet to Jury's Gut tidal basin to address the <i>Client's</i> concerns.	Sum	1		
5	Survey 2 x tidal flaps at Jury's Gut tidal basin to facilitate design of winches.	Sum	1		
6	Production of ECI report into remediating defects in the wingwalls, improving efficiency of the penstocks and an outline design for winches for the tidal flaps at Jury's Gut tidal basin	Sum	1		
7	Demobilisation at Jury's Gut tidal basin and full reinstatement.	Sum	1		
8	Production of H&S File in relation to works at Jury's Gut tidal basin	Sum	1		

9	Production of Carbon Calculator for the works at Jury's Gut tidal basin	Sum	1		
The total of the Prices					£59,242.31

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

The *Contractor* shall produce a buildability statement and lift plan in support of the outline design provided by Mott McDonald for wing wall repair.

The *Contractor* shall inspect the two fluvial twin-leaf penstocks, as shall be required to facilitate the ECI report.

The *Contractor* shall inspect the two tidal flaps and environs, as shall be required to facilitate the design of flap winching installations.

The *Contractor* shall produce an ECI report for the *Client*. The report shall include:

- The report shall include a buildability statement, lifting plan and budget estimates in relation to remediation of the failing wing walls.
- An outline design and buildability statement for two winches to open the two tidal flaps to 70°, including estimated costs.
- Recommendations for improving flow control offered by the two fluvial twin-leaf penstocks. In particular, to ensure that both leaves of each penstock may be lifted clear of the downstream culvert soffit (so as to maximize conveyance during periods of high flows) and so that winter and summer levels may be maintained. The report shall include an outline design, buildability statement, draft lift plan, levels for the concrete slabs under each penstock in mAOD to +/- 40mm and an estimate of budget required to deliver the improvements.

In delivering the works:

The *Contractor* shall provide all plant, pumps and equipment as required in delivery of this project.

The *Contractor* shall provide such welfare provision as is appropriate and required under the CDM regulations.

The *Contractor* shall produce a program of works for the *Client's* acceptance.

The *Contractor* shall assume the role of Designer as defined under the CDM regulations. In particular, the *Contractor* shall complete the designer sections of the PCI.

The *Contractor* shall manage hazards identified within the PCI, including required confined space entries under a confined space entry permit that the *Contractor* shall issue.

The *Contractor* shall act as Principal Contractor for the purposes of CDM and liaise with the Principal Designer that the *Client* shall appoint.

The *Contractor* shall provide a CPP and RAMS for the *Client's* acceptance, at least two weeks before works are programmed to start.

The *Contractor* shall supervise their sub-contractors at all times.

The *Contractor* shall review their sub-contractor's RAMS as a confined space manager.

The *Contractor* shall assist the Principal Designer in the production of basic H&S Files for each of the three sites as required under the CDM Regulations once the works have been

concluded. Such files will be presented to the *Client* by the *Contractor* for acceptance before this contract is concluded.

The *Contractor* shall produce the Carbon Calculator for the *works*.

The *Client* shall:

Serve Notices of Intended entry as appropriate, 14 days before the *Contractor* starts works on site.

Issue access permits as appropriate.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
30010SD16	2	Jury's Gap Tidal Basin Sluice H&S file July 2017 (containing as-built drawings) is available for viewing at Scot's Float office.
ENVIMSO000912-MMD-00-XX-RP-C-0502005	1	Jury's Gut Tidal Basin Refurbishment Wing Walls Detail Design Technical Report 9 August 2017
IMSO00912-MMD-00-YYY-DR-C-5800	1	Jury's Gap Tidal Basin Refurbishment Wing Walls General Arrangement Sheet 01 of 01
IMSO00912-MMD-00-YYY-DR-C-5810	1	Jury's Gap Tidal Basin Refurbishment Wing Walls Sections and Elevations Sheet 01 of 01
IMSO00912-MMD-00-YYY-DR-C-5830	1	Jury's Gap Tidal Basin Refurbishment Wing Walls RC Capping Beam Tie In Sheet 01 of 01

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
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	V 6	No
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	No
Control of Substances Hazardous to Health (COSHH) Regulations		No
Construction Design Regulations (CDM) 2015		No
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		No
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		No
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		No
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		No
Lot 1 – Spec Supplementary clauses – General		No
Lot 1 & Lot 3 – Supply Chain Passport Template		No
Exchange Information Requirements (BIM)	V3	No
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	V 5	No
Exchange Information Requirements (EIR)	V3	No
Instruction: LIT 16688 Working in confined spaces	V2.0	No
WRc/WAA Manual of Sewer Classification 5th Edition (MSCC)	October 2013	Yes

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

- Operational considerations will take precedent over these works; works may be postponed if a flood incident is underway.
- The *Client's* personnel visit the site regularly to operate the assets.
- Inspection penstocks may only be undertaken when the water levels are low; our winter levels regime between mid-October and March.
- The downstream side of the penstocks are within a confined space.
- There are underground and overhead services within the compound.
- The tidal basin is under tidal influence.

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
Fastdraft Access.	TBC
Mechanical and electrical isolations, such as are consistent with flood risk management.	As required to facilitate the works
Fluvial and tidal isolations, such as are possible and consistent with flood risk management.	As required to facilitate the works
Access to the <i>Client's</i> compounds associated with these assets.	As required to facilitate the works
<h2>Site Information</h2>	
PCI	
Hazard Plan	

Proposed sub-contractors		
	Name and address of proposed subcontractor	Nature and extent of work
1.	Britlift Units 8-10 The Quadrant DT2 8GB Form of Contract: Option A	Winches: Concept design GA drawings, concept design report, DRA, quotation for manufacture/installation. 1 site visit, and up to 2 group work sessions at EA depot.
2.	Hulton Engineering Design West Street Hulton Maidstone Kent ME15 ORR Form of Contract: Option A	Penstocks: Concept design GA drawings, concept design report, DRA, quotation for manufacture/installation. 1 site visit, and up to 2 group work sessions at EA depot.

3.	Form of Contract:	
4.	Form of Contract:	