

# NEC4 Engineering and Construction Short Contract

Crown Commercial Services Construction Professional Services Framework lot 1

<b>A contract between</b>	<b>The Environment Agency</b> <b>Horizon House</b> <b>Deanery Road</b> <b>Bristol</b> <b>BS1 5AH</b>
<b>And</b>	<b>Jacksons Civil Engineering</b>
<b>For</b>	<b>ENV0002230C Bray Lock Refurbishment – tail canoe portage extension</b>
	<b>Contract Forms</b> <ul style="list-style-type: none"><li>- <b>Contract Data</b></li><li>- <b>The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</b></li><li>- <b>Price List</b></li><li>- <b>Scope</b></li><li>- <b>Site Information</b></li></ul>

# 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	Widen the existing downstream (tail) canoe portage lower steps in an upstream direction into the unused area.	
The <i>site</i> is	Bray Lock Bray, Maidenhead SL6 0EE	
The <i>starting date</i> is	As per the submitted tender programme, SXXX-TENDProg-BCP-001 Rev 0	
The <i>completion date</i> is	25th April 2024	
The <i>delay damages</i> are	125.55	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) <b>does</b> 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 *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

# Contract Data

## The *Client's* Contract Data

The interest rate on late payment is	0.5%	% per complete week of delay.
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**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	£100,000
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The <i>Client</i> provides this insurance	None
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### Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , 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 <i>Works</i>	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	
<del>Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing <i>works</i> similar to the <i>works</i></del>	<del>Minimum £5,000,000 in respect of every claim without limit to the number of claims</del>	<del>6 years following Completion of the whole of the <i>works</i> or earlier termination</del>

The <i>Adjudicator</i> nominating body is	The Institution of Civil Engineers
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The <i>tribunal</i> is	litigation in the courts
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The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions	
<b>Only enter details here if additional conditions are required.</b>	
<b>Z1.0</b>	<b>Sub-contracting</b>
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 <i>Works</i> . 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 invoice.
<b>Z2.0</b>	<b>Environment Agency as a regulatory authority</b>
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 <i>works</i> 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.
<b>Z3.0</b>	<b>Confidentiality &amp; Publicity</b>
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
<b>Z4.0</b>	<b>Correctness of Site Information</b>
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 <i>Works</i> .
<b>Z5.0</b>	<b>The Contracts (Rights of Third Parties) Act 1999</b>
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.
<b>Z6.0</b>	<b>Design</b>
Z6.1	<del>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.</del>
Z6.2	<del>The <i>Contractor</i> designs the parts of the <i>works</i> which the Scope states they are to design.</del>
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	<del>The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.</del>
<b>Z7.0</b>	<b>Change to Compensation Events</b>
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"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>

Z7.2	Clause 60.1 (8) second bullet point is amended to: “are not weather conditions or floods and”
Z7.3	Clause 60.1 (9) is amended to: “The <i>Contractor</i> is prevented by weather or floods from carrying out all work on the Site for periods of time, each at least one full working day, which are in total more than one seventh of the total number of days between the <i>starting date</i> and the Completion Date. In assessing this event, only the working days which exceed the limit and on which work is prevented by no other cause are taken into account.”
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 CPI 1 – month rate]</p> <p>The CPI 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>

# Contract Data

## The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Jackson Civil Engineering	
Address for communications	30 Whitehouse Road, Ipswich, Suffolk IP1 5LT	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	[REDACTED]	%
The <i>people rates</i> are		
category of person	unit	rate
Contracts Manager	Hr	[REDACTED]
PM	Hr	[REDACTED]
QS	Hr	[REDACTED]
The <i>published list of Equipment</i> is		CECA Schedule for dayworks
The <i>percentage for adjustment for Equipment</i> is		[REDACTED]

# 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 £377,181.63

**Enter the total of the Prices from the Price List.**

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 21<sup>st</sup> November 2023

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 29<sup>th</sup> November 2023

# Price List

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.

The rates in the Price List must be compliant with the CCS Construction Works and Associated Services Framework Alliance Contract

Item Number	Description	Unit	Quantity	Rate	Price (£)
1	Updating and preparation of the Construction Phase Plan (CPP) and other CDM documents in according with the SHEW COP. In addition, the placement of subcontract orders for supply chain	Sum	1		
2	Preparation and finalisation of the tender quote as departure from the original CE quote, from the Thames Navigation package of works.		1		
3	Temporary works design		1		
4	Mobilisation of staff for site works (incl. pre and post site photographic survey)		1		
5	Removal & reinstatement of the entrance bund		1		
6	Site Clearance		1		
7	Site Mobilisation/demobilisation				
7.1	Labour attendance		1		
7.2	JCE general plant		1		
7.3	River plant		1		
7.4	Piling plant		1		
8	Pile installation and completion		1		
9	Site management, staff and supervision		1		
10	Skilled labour and resource for portage installation		1		
11	Plant attendance for portage installation and modifications		1		
12	Material for portage installation and modifications		1		

13	River plant attendances for portage installation and modifications		1		
14	Sheet piles for designed solution for portage installation (materials)		1		
15	Preparation and submission of 'as built' drawing(s) and all other information for the Health and Safety File to the Principal Designer		1	0 (included)	0
<b>The total of the Prices</b>				<b>£377,181.63</b>	

The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4<sup>th</sup> 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.

### Bray Lock tail canoe portage

The *Contractor* is to widen the canoe portage lower steps in an upstream direction into the unused area identified by stone pitching in mass concrete between the two flights of steps leading from the water to the Thames Path. The area to be widened is approx. 3.5m. New steps to match and tie in with existing.

The *works* are to be undertaken as per design drawing, 2506\_00\_102 Bray Lock Canoe Portage.

The *Contractor* should advise the *Client* at weekly progress meetings of any risk of overrun beyond the agreed completion date. The *Client* will arrange the appointment for these meetings.

The *Contractor* must prepare a detailed Construction Phase Plan (CPP) in accordance with the *Client's* Safety Health Environment and Wellbeing Code of Practice (SHEW COP) and any other information critical to be produced and accepted by the *Client* before commencement on site. Note: A suitably developed Construction Phase Plan must be issued for acceptance not less than 10 days prior to planned mobilisation.

The *Contractor* shall provide design and implementation of temporary *works* required to undertake the Contractor's method of working as deemed necessary for safe delivery of the *works*. Temporary *works* design must be issued for acceptance not less than 10 days prior to planned mobilisation.

The *Contractor* must accept any risk surrounding likely damage caused by their method of working for all *works*.

A detailed photographic record of access routes and all working areas (including vertical and horizontal alignments and close proximity photos of elements of the structures included in the scope of *works*) must be carried out by the *Contractor* prior to *works* commencing on site and provided to the *Client*.

All access routes and working areas must be reinstated on Completion of the *works*. This includes removal and like for like reinstatement of a bund in front of the vehicular entrance to the compound.

For completion to be certified, as-built drawings (in CAD and pdf format) should be provided for addition to the existing Health and Safety File produced as part of project ENV0002230C.

### Background information

Relevant documents for the work have been produced and shared between *Client* and *Contractor* as part of contract number 32629, awarded to the *Contractor* in 2021, and the same Asite workspace will be used for formal delivery of information. It is expected efficiencies can be provided in revising previous versions rather than producing new documents. The *Contractor* should identify and propose where efficiencies can be offered to the *Client*.

*Client* requirements regards information management/BIM, minimum technical requirements, and SHEW COP standards apply as per contract 32629, but do not preclude the *Contractor* from innovation or implementing best practice where earlier versions of standards have been superseded.

Deliverables scoped in contract 32629 that may be suitable for, or require revision, include, but are not limited to:

- The CPP and associated CDM documents.
- The Flood Risk Activity Permit (FRAP) (EPR/ZB3558LD) obtained by the *Contractor* in 2021 for *works* at Bray Lock under the contract awarded to the *Contractor* in 2021.
- Ground penetrating radar (GPR) survey of the Bray Lock complex was undertaken by the *Contractor* in Mar 2022. The *Client* confirms that no work or installations have, to their knowledge, taken place in the intervening period on the canoe portage, and will provide desktop service searches for the area as part of the Pre-Construction Information (PCI). The *Contractor* should provide an appropriate PAS128 assessment to the satisfaction of the *Client* prior to work starting so activities can be undertaken safely.
- The Environmental Action Plan (EAP) which should be maintained and adhered to. Any restrictions or requirements remain applicable.

Any items incomplete and not descope from contract 32629, which were pending decision over instruction for this canoe portage work, are to be completed under contract 32629 unless descope by the *Client*.

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
2506_00_102 Bray Lock Canoe Portage	0	Bray Lock Repairs – Canoe Portage

## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available

## 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*.

### Completion

*Works* should be completed by Thursday 28<sup>th</sup> March 2024 to allow resumption of Navigation for the Easter weekend.

### 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 their programme with the *Contractor's* Offer for acceptance.

Following contract award, a programme is to be submitted every month (in the form of a Gantt chart) for acceptance by the *Client*.

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) 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.
- (d) 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
Use of compound as per the previous Bray works under contract 32629	4/12/23 – Entry date
Refer to cover letter for further confirmations	27/11/23

## Site Information

The Pre-Construction Information (PCI) and Environmental Action Plan (EAP) contain relevant site information, including access details, location for a compound, and items for awareness around these.

It should be noted the wooded area of land surrounding the proposed location for the compound is classed as priority habitat under Section 41 of the Natural Environment and Rural Communities (NERC) Act 2006. Section 41 refers to a published list of habitats which are of principle importance for the conservation of biodiversity in England.

This land isn't legally protected (like a SSSI for example) but the *Contractor* should make minimal impact on it (n.b. cuttings from any vegetation clearance can be used for habitat development).

The *Client* will arrange a lock closure for the period of the *works*, ending Thursday 28<sup>th</sup> March 2024

## Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
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1.	MCS Subsea Unit 35 Teignbridge Business Centre Cavalier Road Heathfield Newton Abbot TQ12 6TZ Form of Contract: NEC4	Diver support
2.	Mabey Hire Ravensthorpe Dewsbury West Yorkshire WF13 3EJ Form of Contract: NEC4	Temporary works
3.	Create Consulting  Form of Contract:	
4.	  Form of Contract:	