



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)

NEC4 Engineering and Construction Short Contract

A contract between

The Environment Agency



And

Jackson Frameworks Limited

For

Sutton on Trent Defences and Penstock_URN 1-29

Contract Forms

- Contract Data
- The *Contractor's* Offer and *Client's* Acceptance
- Price List
- Scope
- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications		
Address for electronic communications		
The <i>works</i> are	Asset recovery works at Sutton on Trent Defences and Penstock URN 1-29	
The <i>site</i> is		
The <i>starting date</i> is	14th October 2024	
The <i>completion date</i> is	27 th February 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		% 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 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 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 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.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
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>
--	---

Contract Data

The Contractor's Contract Data

The Contractor is		
Name		
Address for communications		
Address for electronic communications		
The fee percentage is		%
The people rates are		
category of person	unit	rate
The published list of Equipment is		
The percentage for adjustment for Equipment 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	£158,046.87
------------------------------------	-------------

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

Signed on behalf of the *Contractor*

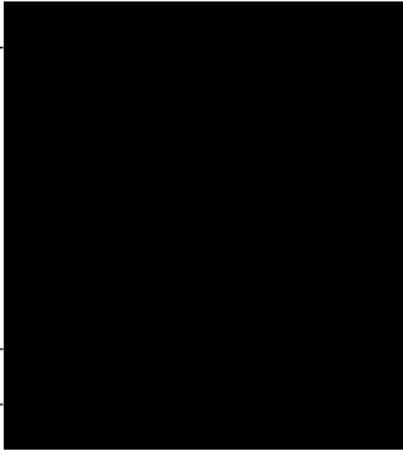
Name	
Position	
Signature	

Date	
------	--

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

Signed on behalf of the *Client*

Name	
Position	

Signature		
Date		

Price List

<p>Entries in the first four columns in this Price List are made either by the <i>Client</i> or the tenderer.</p>			
---	--	--	--

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.

[illegible]

The total of the Prices	£158,046.87
-------------------------	-------------

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

Sutton on Trent – penstock and flood wall seepage

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 *Client* has identified two locations as part of the Sutton on Trent Defences and Penstock that incurred damage caused by winter storm events and where recovery works are required as part of the Asset Recovery Programme. They are: flood defence wall and penstock.

These assets require improvement to bring them back to a minimum acceptable standard that existed prior to the asset damage.

The *works* shall be undertaken considering all required environmental, programme and cost considerations whilst also complying with all relevant *Client* good practice and guidance.

Description of the works

Flood Wall Seepage

- Clay cut-off on the wet-side only along 100m wall length (SK8026666092 – SK8016666089)
 - Excavation of minimum 500mm wide trench along the length of the wall to a minimum depth of 1500mm or 500mm below foundation depth (whichever is greater)
 - New material to be keyed into existing material at base of excavation – *Contractor* to specify method to be accepted by *Client* prior to installation
 - Trench to be installed as per attached *Client* specification (*Flood Bund – Earthworks*)
- *Works* to reseal the joints along full 200m length of floodwall (SK 8026666092 - SK8005866082)
 - *Contractor* to provide full details of sealant repairs including all material specifications, design life, debonding tape at the filler board/sealant interface, and selection of the sealant material itself demonstrating its suitability for the exposure conditions.

- *Contractor* to provide method statement detailing how the sealant product will be installed in accordance with manufacturers instructions including joint preparation (removal of existing material), cleaning, priming and application to the correct joint width and depth ratio.
- Assumption is no requirement to replace filler board – if filler board is missing or has visible deterioration, *Contractor* to inform *Client* and halt *works* on that joint until further instruction
- Assume: 5mtr length per joint ; 20mm wide ; joint at every 1.5m over 200m.
- Full joint replacement is required, including below ground level. Requires excavation to approx. 500mm deep below existing ground level on average.

Penstock headwall seepage

- Embankment repair around 2no. headwalls for flap valve (SK8025966004) and penstock (SK8027566004) as per definition drawing to be provided by *Client*
 - Undertake vegetation clearance as required to enable *works*
 - Remove post & rail fencing as required to enable *works*
 - Part of fence line constitutes a land boundary that contains livestock – temporary fencing arrangement to comply with Section 1.9 of LIT13258 Minimum Technical Requirement
 - *Contractor* to consult with landowner
 - Excavate embankment material around both headwalls, as per definition drawing to be provided by *Client*
 - For pricing purposes estimate:
 - 100m³ material (total)
 - 3m from back of headwall into embankment (benched)
 - 1m from base of headwall below ground level
 - 3m from either side of headwall along embankment (benched)
 - Disconnect headwall from pipe & lift headwall out of position
 - Install clay base layer as per attached *Client* specification (*Flood Bund – Earthworks*)
 - Reposition headwall on base layer and reconnect pipe
 - Continue installing clay around and above pipe & head wall as per attached *Client* specification (*Flood Bund – Earthworks*)
- If, upon excavation, any adverse / unexpected material is found, halt *works* & consult with client
- *Contractor* should take all reasonable precautions to not damage pipe and headwall – if damage occurs, halt *works* and consult with *Client*
- 3no. Window sample tests to be undertaken at distinct locations on the crest of the embankment to 3m depth
 - Window sample log sheet detailing material make up of ground to be provided to *Client*
 - Hand shear vane tests to be carried out on samples at selected intervals (to be informed by *Contractor*) and results included in log sheet
 - Standard Penetration Tests to be carried out at selected intervals (to be informed by *Contractor*) in accordance with BS EN ISO 22476-3 and results included in log sheet

Contractor's design responsibility: no design responsibility is envisaged as part of this scope.

General Requirements

The *Contractor* will undertake a pre-condition survey prior to the start of *works* (to include as a minimum accesses, adjacent land, storage and compound). These areas must be reinstated prior to the *Contractor* leaving site.

The *Contractor* must make good any damage caused during the *works*.

The *Contractor* shall safeguard the site, the *works*, products, materials, and any existing structures affected by the *works* from damage and theft.

Construction works:

The *Contractor* will provide the following after the *Client* has accepted CPP and agreed the start date:

- Construction work required to deliver the scope of *works* for each location
- Ongoing liaison with the Principal Designer (if PD is required)
- *Contractor* to take photos at the first and the last day of each working week to show the progress of the *works*. Photos to be saved in project folder on SharePoint weekly and shared with the *Client*
- *Contractor* to engage with the Stakeholders
- Carbon reporting to be carried out in line with the guidelines provided on the EA AOMR Framework requirements
- A final site visit to be arranged by the *Contractor* with the *Client* and the Senior User after the completion of *works*
- Supply of a Health & Safety File for the completed *works* including any electronic copies of the as-built drawings and/or details of installed crack monitoring gauge, in both pdf and dwg formats;
- Copies of all certificates of materials testing carried out as part of the *works*

The *Contractor* shall assume that ground conditions require no supplementary ground improvements and that any excavated material is inert. The ground conditions allow excavation utilising a machine bucket with no hard obstructions.

Access to the Working Areas

Access to site will be via private land from Ingram Lane.

Liaison with the landowners to be undertaken by the EA Estate Team.

Welfare will be placed at corner of adjacent land parcel so there is no traffic interfaces and disruption to with the neighbouring property owner.

Utility Services

The *Contractor* is to identify and mark up all overhead and underground cables following the requirements of the *Client's* SHEW CoP. Where services are identified, suitable control measures are required prior to *work* commencing.

Methodology Statement

Prior to the start of construction *work*, the *Contractor* must produce a Construction Phase Plan that, amongst other things, contains:

- A schedule of activities for which risk assessments and method statements must be prepared;
- The *Contractor* arrangements for the preparation and approval of risk assessments and method statements;
- The schedule of risk assessments and method statements must meet the requirements of the Construction Design and Management Regulations;
- The *Contractor* will be free to add to the schedule as the work progresses.
- The *Contractor* will ensure the risk assessments and method statements for each operation includes;
 - Risk assessments of the work;
 - People and resources proposed;

- Timing and sequencing of construction, materials, plant and equipment;
- Details of temporary works;
- Indication of activities that represent a higher level of safety, health and environmental risk;
- Safety, health and environmental controls proposed; and
- Any permit to work proposals, if required.

The *Contractor* submits the required risk assessments and method statements to the *Client* two weeks before starting the tasks to which they refer. The *Contractor* must ensure that risk assessments and method statements are approved by the authorised individual within their own organisation before submission.

Method statements shall include full particulars of the methods, timing and sequence of construction.

The *Contractor* must obtain any CPP approvals required by a PD where appointed or by the *Client*. The *Contractor* does the work in accordance with the method statement.

Contractor is familiar with ecological constraints identified in the draft PCI document before the works starts. Any new and additional ecological constraints will be treated as change.

CDM Requirements

The *Contractor* shall assume the role of Principal Contractor upon award of the Contract and receipt of the PC appointment letter from the *Client*.

The *Contractor* is required to liaise with the *Client's* CDM Principal Designer (where applicable).

If required a copy of the HSE Notification (F10) shall be provided to the *Contractor* by the Principal Designer prior to commencement of the works,

The *Contractor* shall be cognisant of the CDM Pre-construction Information, the *Client's* Health and Safety Policies and the current SHEW CoP. The *Contractor* shall ensure that all parties under sub-contract are cognisant of the requirements of these documents.

The *Contractor* shall prepare the Construction Phase Plan before work commences on site. The *Contractor* shall issue the Construction Phase Plan to the *Client* for acceptance. The Construction Phase Plan must be accepted by the *Client* before work can commence on site.

Completion

Prior to Completion, the *Contractor* provides the following information in electronic format to the *Client* or Principal Designer (if appointed) for inclusion in the Health & Safety File:

- Description of the works including quantities of materials and photographs
- COSHH – lists substances hazardous to health & specific precautions that must be taken as a result of their presence;
- Information on any unforeseen hazards encountered during construction;
- Residual hazards & risk assessment; and
- *Contractor* to undertake a photographic condition survey on completion of the works and provide a copy to the *Client*.

The above list is not exhaustive, and reference is required to *Client's* Health & Safety File requirements. The *Contractor* shall make allowance in their programme for liaison with the Principal Designer and the *Client* in providing the relevant information for the Health & Safety File prior to Completion.

The works required to be done by the Completion Date is:

- The whole of the works

On Completion, the *Contractor* returns the roads, footpaths, car parks and any other areas affected by the *works* to a condition not inferior to that pertaining at the commencement of the *works*. All debris, unused materials, equipment and temporary works are to be dismantled and cleared from the site.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
		Definition Drawing Plans, Sections & Isometric
		Penstock As Built Drawings (folder with Existing Information)
SOT-DR-X-90001	P01	Red line boundary sketch

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
<i>Client's</i> SHEW-COP	Latest	No
<i>Client's</i> Designers Red and Green List	Latest	No
<i>Lot 1 - Spec supplementary clauses - General</i>	Version 1	No
<i>Lot 1 - Spec supplementary clauses - CULVERTS - CoP</i>	Version 1	No
Flood Bund Embankment Spec		No

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*.

1. The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the works.
2. The *Contractor* shall not commence any construction work on the Site until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract
3. No works or access to the surrounding buildings and offices are permitted.
4. All accidents, near misses, dangerous occurrences and environmental incidents shall be notified to the *Client*, or their representative in writing.
5. No mud or other debris to be deposited on any tarmac areas outside the site area, any such material to be removed immediately;
6. Bio-security measures need to be in place for the duration of the works and strictly adhered to by all site operatives. The Check, Clean and Dry campaign must be followed.
7. Vegetation removal (including trees) may be required on some of the sites to allow safe access into the watercourse or to the working area.
Some protected trees may be present in the working areas of all sites. Any vegetation (tree) removal necessary to carry out the works will require prior consultation and agreement from the EA. No damage is to occur to the limbs or roots of any protected trees. Trees are also to be fenced off to provide a 6m radius around zone of influence of tree trunk.
8. Silt: The *Contractor* shall produce a mitigation plan for the control of silt prior to commencement of any works in channel. The plan is to be agreed in consultation with the appropriate EA Fisheries & Biodiversity officers and shall be put into place and strictly adhered to and monitored by all site operatives.
9. River Flow and Levels: Works will be undertaken between Autumn and Summer the *Contractor* should allow for and expect variable water levels. During heavy rainfall, the channels can be completely inundated. *Contractor* to contact EA to discuss signing up to receive flood alerts.
10. Landowners: The *Client* will issue Notices of Entry when needed. The *Contractor* will work within the period and parameters set out in the Notice
11. Public / Plant interface: Manage the people plant interface to prevent public access, as the plant / people interface likelihood is high at all sites
12. Flood Risk Activity Permits: The *Contractor* is to apply for these as required.
13. Weight Limits: There are no known restrictions regarding access weight limits at the locations where works are to be carried out. However, the *Contractor* is to satisfy themselves in this respect and carry out an assessment to ensure no weight limits are exceeded.

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 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

In addition, *Contractor* is to present *Contractor's* risks that could impact the 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
Statutory Notices of Entry for access across the private land to access working area.	Tbc When required- 7 days prior to possession dates.
Provide support to all communications with Landowners and another contractor on site	where required
Landowner contact information	if required
Pre-Construction Information (including relevant services search)	

Site Information

To be included within Pre-Construction Information.
SOT-DR-X-90001 P01 Red line boundary sketch

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:	