



# Engineering and Construction Short Contract

## Contract Data Forms

June 2017

(with amendments January 2023)

### Template version history

V 1  
V 1.1  
V 1.2  
V 1.3

Go live template  
Reversion to Bidder pack conditions  
Minor amendment blank cell clarified

# 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
For	SE REC Programme Ferring Rife Weed Raker SOP Code: ENV7006077R
	<b>Contract Forms</b> <ul style="list-style-type: none"><li>- Contract Data</li><li>- The <i>Contractor's Offer</i> and <i>Client's Acceptance</i></li><li>- Price List</li><li>- Scope</li><li>- Site Information</li></ul>

# Contract Data

## The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Teville Gate House, 25 Station Approach, Worthing, BN11 1TY	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Replace and manufacture a series of weed raker components.	
The <i>site</i> is	Ferring Rife, South Drive, Ferring, Worthing BN12 5QX, as per the red boundary in "Figure 1 Site map"	
The <i>starting date</i> is	12/11/2025	
The <i>completion date</i> is	01/04/2026	
The <i>delay damages</i> are	£199.50	per day
The <i>period for reply</i> is	2	weeks
The <i>defects date</i> is	104	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 <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 works	Minimum value of the 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 *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions

<b>Z1.0</b>	<b>Subcontracting</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 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.
<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 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.
<b>Z3.0</b>	<b>Confidentiality &amp; Publicity</b>
Z3.1	The <i>Contractor</i> may publicise the works 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 Works.
<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	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.
<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 another device or thing dropped from them</li> </ul>

<b>Z8.0</b>	<b>Framework Agreement</b>
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> .
<b>Z9.0</b>	<b>Termination</b>
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.
<b>Z10.0</b>	<b>Data Protection</b>
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
<b>Z11.0</b>	<b>Liabilities and Insurance</b>
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
<b>Z12.0</b>	<b>Packaging (not used)</b>
Z12.1	<del>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 Site Specific Pack</del>
<b>Z110</b>	<b>Inflation</b> 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. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments 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] 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. The Price Adjustment adjusts the <del>[Client set]</del> total of the Prices. 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.

# 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	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are	As per AOMR Framework	
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 £224,473.34

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

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 12/11/2025

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 13/11/2025

# 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	Qty	Rate	Price
1	Contract Management, Project Management and Programme				
2	Design Pack & CDM				
3	Carbon Calculator and Carbon Appendix for Gateways 3 and 4;				
4	Pre-construction planning, preparation and site investigations.				
5	Construction works mobilisation, site set up				
6	Welfare and enabling works				
7	Environmental Action Plan				
8	Procurement of mechanical & electrical items				
9	Installation of mechanical & electrical items				
10	Structural visual inspection report				
11	Testing and training				
12	Disposal of old equipment				
13	Demobilisation for Main works				
14	BIM Execution Plan and MIDP				
15	H&S file and other deliverables				
16	Enclosure (design, fabricate, install)				
17	Completion				
<b>The total of the Prices</b>					<b>£224,473.34</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.

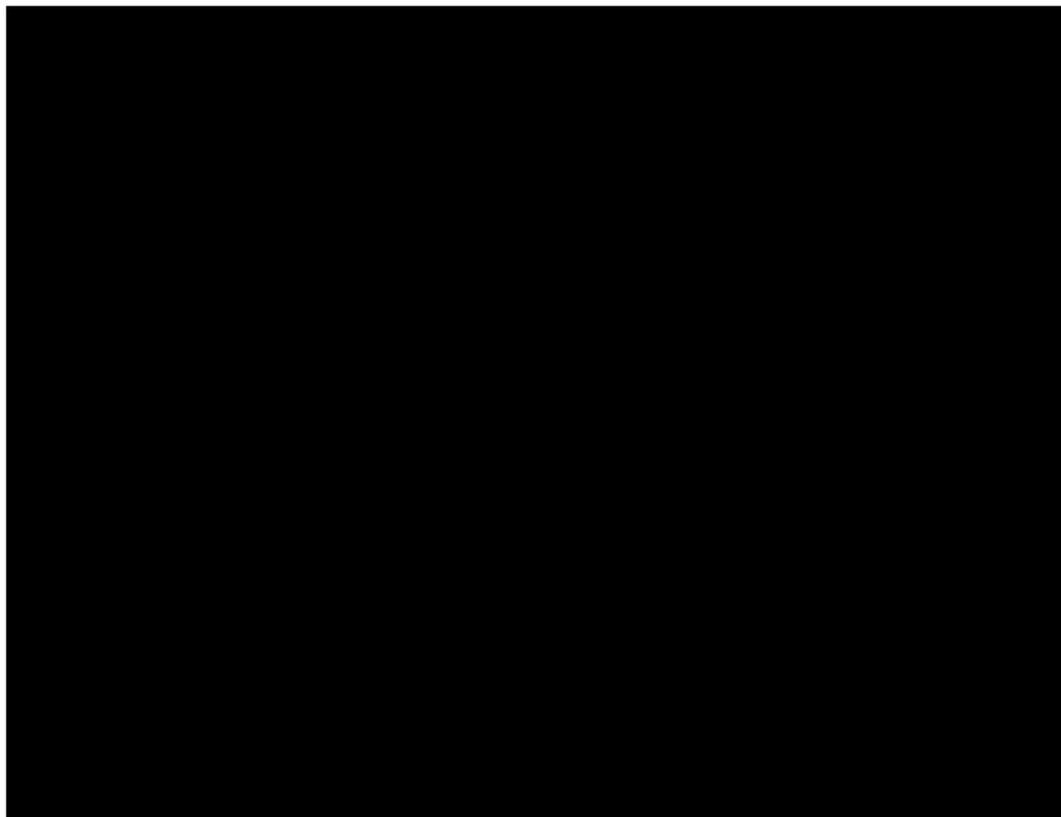
# Scope

## 1. Description of the *works*

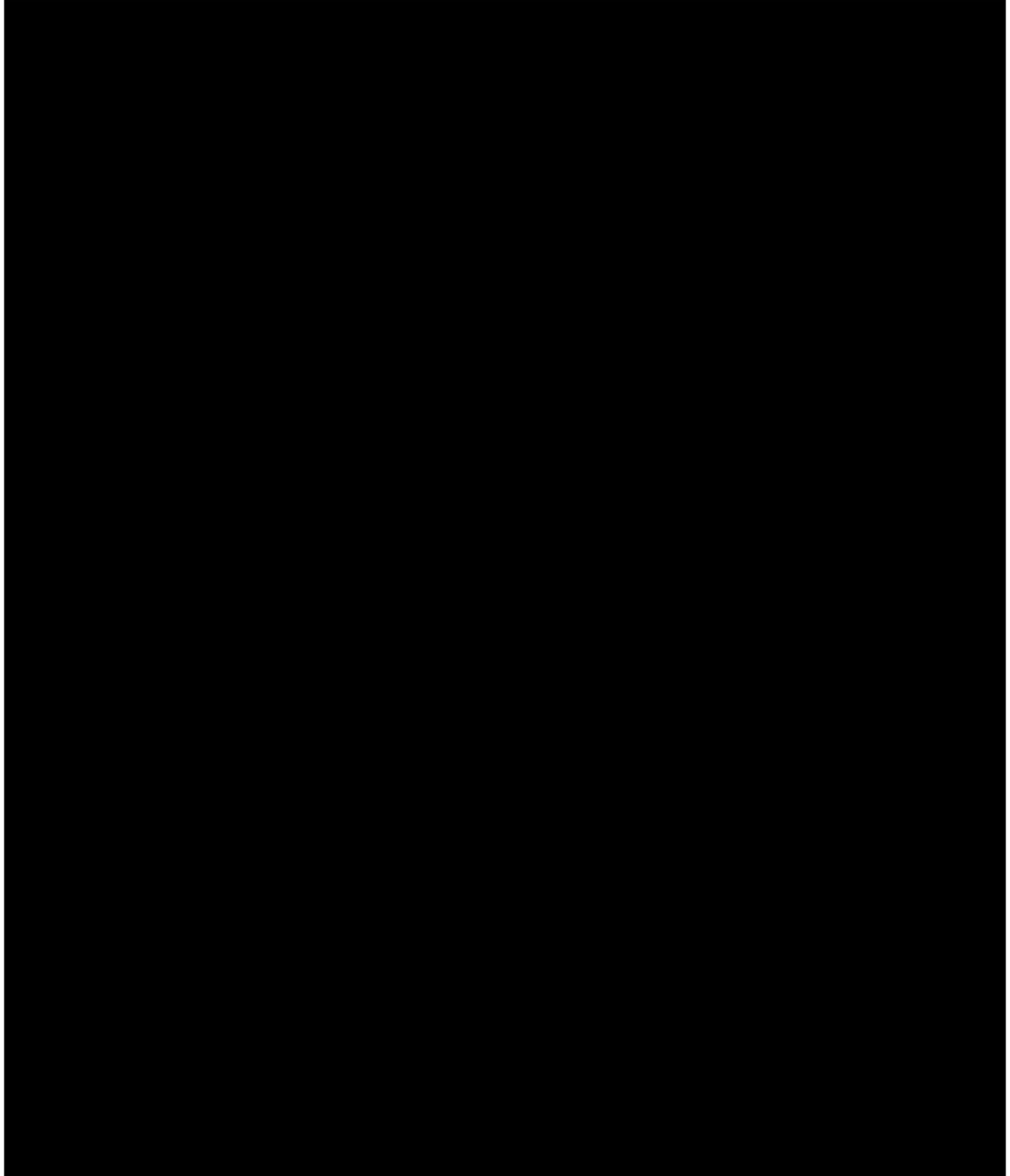
### 1.1 Project Background

The Ferring Outfall and raker forms part of the flood protection along the Ferring Rife. Ferring Rife Outfall site consists of a mechanical weed raker, concrete inlet structure, 6no inner flaps, culvert system of 160m long and 3no outer flaps that allow the Rife to flow out to sea and prevent tidal ingress.

This project focuses on the weed raker, weed raker control system and inlet control structure.



**1.1.1 Overall asset detail.** Located at The Strand, Ferring, Worthing BN12 5QX - W3W = become.fakes.loved



The *Contractor* shall deliver a fully operatable Weed Raker with an asset life of at least 20 years.

## 1.2 The Scope of Works:

1.2.1 The *Contractor* shall undertake a structural visual inspection within the working areas of the inlet structure, including the internal faces of the chamber. The inspection will target only the areas above water level. The chambers are confined space.

1.2.2 Following the visual survey, the *Contractor* shall provide a structural report with all the findings of the survey and recommendations. As a minimum, the report shall include the following:

- Asset description.
- Description, location and dimension of the defects
- Photos of the defects with location reference.
- Condition assessment of the structure.
- Remaining design life of the whole concrete structure and/or each of the elements.
- Outline specification of any remedial works required to the structure.

As a minimum, the outline specification shall include:

- o Description of the recommended action,
  - o Material specification, and
  - o Description of the repair methodology
- Recommendation for further investigations, such as intrusive work.

1.2.3 If the *Contractor*, following their visual survey report, recommends intrusive work, the *Client* shall convene a meeting with the *Contractor* to consider issuing the recommendation. The *Client* shall require 2 weeks to determine the impacts of the report and discuss how to proceed with any future works. If any additional works are instructed, this shall constitute a compensation event.

1.2.4 The *Contractor* shall install a new control system as per the 2. Drawings User Requirement Specification unless specified below, but noting that:

1.2.4.1 - The *Contractor* is not required to install a "timer light" Under 5.1 Lighting in the URS document.

1.2.5 The *Contractor* shall install a new open-sourced control panel with a Programmable Logic Controller (PLC) and Human Machine Interface (HMI).

1.2.6 The *Contractor* shall install a new weed raker trolley with all brackets, component parts being stainless steel 316 (where possible).

1.2.7 The *Contractor* shall install a new Pendant replacement.

1.2.8 The *Contractor* shall install a new weed raker Grab with a life expectancy of 10+ years.

1.2.9 The *Contractor* shall install new cable trolley with suitable coated wheels for silent running to avoid noise disturbance to nearby residence. This shall include replacement of all equipment therein, such as motors, gearboxes, rope drums, wire ropes, Hydraulic Power Unit (HPU), hydraulic hoses, hose cable reels.

1.2.10 The *Contractor* shall provide structural Steel Checks and the replacement of corroded bolts.

1.2.11 The *Contractor* shall provide the full installation and commissioning of complete and newly installed systems.

1.2.12 The *Contractor* shall fully decommission and dispose of all old equipment.

1.2.13 The *Contractor* shall allow 2no. hours to liaise with other contractors on the EA planned project.

1.2.14 The *Contractor* shall ensure the safe execution and management of works, incorporating public safety management requirements.

1.2.15 The *Contractor* shall install a stainless steel & UKPV parking station which is in keeping with the existing site aesthetics including colour, material and minimal impact on neighbouring properties.

### **1.3 Documentation Deliverables**

1.3.1 The *Contractor* shall supply the following documentation deliverables including but not limited to:

- Pre-Construction Information: The *Contractor* shall complete the sections that require input from the designer and Principal Contractor.
- Any detailed reports and test results from site investigations.
- Environmental Action Plan
- Gateway 3+4 - Carbon calculator and Carbon appendix
- BIM Execution Plan and MIDP
- SHEW CoP and CDM deliverables
- Outline design and construction drawings.
- Operation and Maintenance (O&M) manuals in accordance with EA MEICA standards.
- Pre- and post-construction condition assessment of site, access and site compound area (photographical report).
- Provide documentation and training to EA operatives, O&M, drawings and diagrams for the installed Weed Raker.
- Safe management of works, noting requirements of public safety management.

1.3.2 The *Client* shall supply the following documentation deliverables:

- Preliminary Ecological Appraisal report.

### **1.4 Accommodation**

1.4.1 The *Contractor* shall provide accommodation, services and facilities as is necessary to complete the works, as quantified and priced in the Framework Pricing Workbook.

### **1.5 Surveys and investigations**

1.5.1 The *Contractor* shall provide a Structural visual inspection report as per 1.2.2.

1.5.2 The *Client* shall provide the Preliminary Ecological Appraisal report.

### **1.6 Land Ownership**

1.6.1 The *Client* shall complete a Notice of Intended Entry (NoIE) and provide a copy to the *Contractor*.

### **1.7 CDM**

1.7.1 The *Contractor* shall take the role of CDM designer and CDM Principal Contractor to issue commencement of work under CDM 2015 regulations.

## **1.8 Management of the works**

1.8.1 The *Client* and *Contractor* administer the contract using the *Client's* contract management tools. This is currently FastDraft but may be transferred to similar systems in the future.

1.8.2 The *Client* and *Contractor* attend the following meetings:

- Project start meeting
- Monthly progress and commercial meetings from the starting date to Completion. The *Client* confirms the date and venue of these meetings. The *Client* chairs and records these meetings.
- Site walkovers as requested by the *Client*.
- Early Warning meetings as instructed by either Party.

1.8.3 The *Contractor* shall produce a weekly progress report during construction. This report:

- highlights the progress achieved since the previous week.
- explains any deviation from the previous programme in terms of progress and/or changes to the planned activities,
- explains what actions are being implemented to mitigate any delay,
- details any lost days due to weather,
- includes site photos of progress achieved since the previous progress report.

## **1.9 Consents, Permits and Licenses**

1.9.1 The *Client* shall provide a Permit to Work.

1.9.2 The *Contractor* shall confirm their Mobilisation Start date at least 7 days prior to it taking place.

## **1.10 Health, Safety & Environment**

1.10.1 The *Client's* SHEW CoP is applicable to the *Contractor* in providing the *works*.

1.10.2 The Considerate Constructors Scheme is applicable as per the *Client's* SHEW CoP. The *Contractor* is responsible for registering the project unless otherwise instructed by the *Client*.

1.10.3 The Construction, Design & Management (CDM) Regulations are applicable to the *works*. The *Contractor* acts as both the Principal Contractor and Designer under the Regulations.

1.10.4 The *Contractor* shall produce project specific risk assessments and method statements (RAMS) detailing how they will provide the *works* and submits these to the *Client* for acceptance. The *Contractor* does not commence activities until the relevant RAMS have been accepted by the *Client*. The *Client* has the *period of reply* to respond to the RAMS.

1.10.5 The *Contractor* undertakes the actions within the Environmental Action Plan (EAP)

## 2. Drawings

Drawing Number	Revision	Title
 User requirement Specification Ferring f		<b>User Requirement Specification 2022</b>
 O&M.zip		<b>Operations and Maintenance</b>
 Photos.zip		<b>Site Photos</b>

### 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	04/03/24	
Minimum Technical Requirements – Standard (LIT 13258)	V 12	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)		
Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP)	V 7	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		
Exchange Information Requirements (BIM)	V3	
LIT 16688 Working in Confined spaces	V2	
Civil Engineering Specification for the Water Industry (CESWI Eighth Edition)	V8	

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

4.1 The site compound is in a publicly accessible area, thus mitigations must be made to provide security around the site as to prevent public access.

4.2 A permit to work is to be issued by the Principal Designer and received by the *Contractor* prior to ANY site works proceeding (exception of vehicle mobilisation on site).

4.3 The *Contractor* may encounter vehicle traffic during entry and exiting site.

4.4 Another *Contractor* will be working near the site on a separate project. It is essential that all contractors coordinate and communicate effectively to manage traffic flow during construction periods.

4.5 The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). If in any case the *Contractor* is required to work outside of these hours. The *Contractor* is to inform the *Client* at the earliest time possible.

## 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 its 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	Within 3 Weeks of the <i>starting date</i>
A site	Within 6 Weeks of the <i>starting date</i>

# Site Information

SharePoint Access

Compound Location Ferring Outfall

WSC Service Sheet 29/02/2024

SC Condition Report 28/06/23

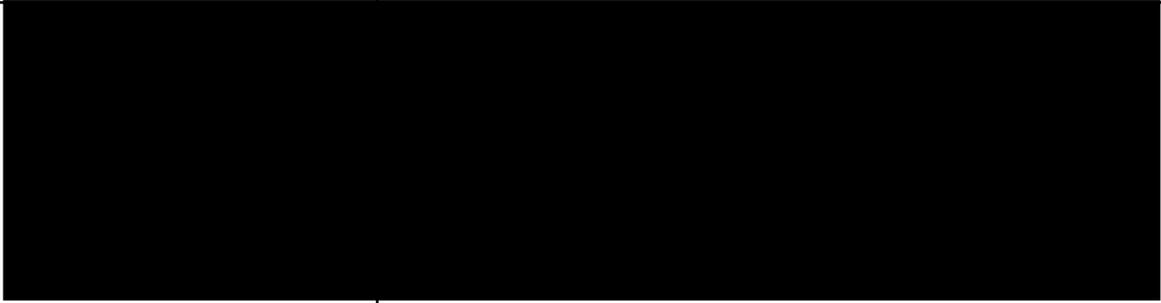
Environment Agency PUWER Inspection Pack 05/12/23

Ferring Rife Outfall. Site compound Location

Initial Service Searches

PCI (Draft)

# Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.		
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	