

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – South East Hub

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And

Jackson Civil Engineering Ltd

For

Works to Aids to Navigation at Pagham Harbour and
Shoreham Beach

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	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Design and install a new aid to navigation at Pagham Harbour, and design and install a new aid to navigation at Shoreham Beach	
The <i>site</i> is	Pagham Harbour, West Sussex (area of training wall, located south west of Harbour Road, Pagham) and Shoreham Beach, West Sussex (Widewater Lagoon outfall, west of West Beach Road, Shoreham)	
The <i>starting date</i> is	To be determined by the successful <i>Contractor's</i> programme, but no earlier than 8 March 2021	
The <i>completion date</i> is	To be determined by the successful Contractor's programme, but no later than 31 August 2021	
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	0	%
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 *Adjudicator*. 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	-	% 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 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 £1,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

The <i>Adjudicator</i> nominating body is	The Institution of Civil Engineers
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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 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 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

	<ul style="list-style-type: none"> • 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
Z7.2	<p>Additional Compensation Event COVID-19</p> <p>Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, until 31 March 2021.</p>

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Jackson Frameworks Limited	
Address for communications	30 White House Road, Ipswich, Suffolk, IP1 5LT	
Address for electronic communications	[REDACTED]	
The fee percentage is	12.5	%
The people rates are	FCRM Operational Framework – South East Hub –Lot 1 : Year 2 confirmed new rates ref 23396 dated 3rd September 2020'.	
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 £123,753.00

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position Regional Director

Signature

Date 02/03/2021

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

Signed on behalf of the *Client*

Name

Position Senior Category Officer

Signature

Date 16/03/2021

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	Pagham Harbour				
1a	Mobilisation/ demobilisation of site (including welfare provisions to comply with CDM regulations 2015)	Sum	1		
1b	Design one aid to navigation (including supporting structure)	Sum	1		
1c	Fabricate one aid to navigation (including supporting structure)	Sum	1		
1d	Install one aid to navigation (including supporting structure)	Sum	1		
2	Shoreham Beach				
2a	Mobilisation/ demobilisation of site (including welfare provisions to comply with CDM regulations 2015)	Sum	1		
2b	Design one aid to navigation (including supporting structure)	Sum	1		
2c	Fabricate one aid to navigation (including supporting structure)	Sum	1		
2d	Install one aid to navigation (including supporting structure)	Sum	1		
3	General				
3a	Project Management (including design works, preparation of RAMS, CPP)	Sum	1		
3b	Provision of Health and Safety file	Sum	1		
The total of the Prices				£123,753.00	

The method and rules used to compile the Price List are

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.

Pagham Harbour

The *Contractor* is to design, fabricate and install an aid to navigation to indicate the end of the training wall in Pagham Harbour. The aid to navigation is to have a south cardinal topmark installed on the top of the aid to navigation. The topmark is to be two black cones (point downwards). The aid to navigation is to be yellow and black, and the top half of the aid to navigation is to be yellow and the lower half of the aid to navigation is to be black. The top mark is to be located at least 2 metres above the level of mean high water spring tides.

The integrity of the training wall is unknown, and therefore the design will need to include the support required for the aid to navigation. There is no suitable structure on site that the aid to navigation can be fixed to, so the *works* are to include the design and build of the support structure of the aid to navigation.

The aid to navigation is to have a life expectancy of 20 years. The paint is to be suitable for the marine environment, and have a life expectancy of 3 years.

Shoreham Beach

The *Contractor* is to design, fabricate and install an aid to navigation on the outfall at Widewater Lagoon, Shoreham Beach. The top mark will be provided, and is shown in drawing Shoreham top mark P028-04-02. The top mark is to be located at least 2 metres above the level of mean high water spring tides. The aid to navigation is to have a life expectancy of 20 years.

The design will need to include the support required for the aid to navigation. There is no suitable structure on site that the aid to navigation can be fixed to, so the *works* are to include the design and build of the support structure of the aid to navigation.

The aid to navigation is to have a life expectancy of 20 years.

General

The *Contractor* is to design and build the *works*. The *Contractor* is to determine the most appropriate way to complete the work, including consideration of the coastal nature of the work. The *Contractor* shall design and construct the work in accordance with the Scope. The *Contractor* will complete a full detailed design appropriate to the scale and complexity of the works. The *Contractor's* design should include but is not limited to:

- Calculations
- Drawings as required for any consent, permit, licenses and construction
- Specifications
- Preparation of finalised Pre-Construction Information (PCI) – including Buildability Statement, Red Amber Green (RAG) list and Designer's Risk Assessments;
- Environmental Action Plan

The *Contractor's* designs:

- Shall be prepared by a competent designer;
- Shall not increase maintenance requirements;
- Demonstrate application of principles in prevention in relation to the Health and Safety, sustainability and environmental implications of the designs for construction operation, maintenance and use of completed structures.

The *Contractor* is to complete the necessary paperwork required for construction work, including the Method Statement, Risk Assessment (RAMS) and Construction Phase Plan (CPP). The *Contractor* should allow 14 calendar days for the *Client* to review the paperwork. The *Contractor* shall not start on site, until the RAMS and CPP have been accepted by the CDM Client and CDM Principal Designer, if applicable.

All works are to comply with the CDM Regulations 2015. For this project, the *Contractor* will act as 'CDM Contractor' or 'CDM Principal Contractor', as applicable, and 'CDM Designer'.

The *Contractor* will be required to liaise with the CDM Client and CDM Principal Designer, if applicable.

A Health and Safety File must be completed by the *Contractor* and given to the *Client* for approval upon completion of the *works*. This must include appropriate materials specifications and any relevant drawings.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
P028-04-02		Shoreham top mark P028-04-02

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
249_18_SD11 - fof lot1 spec supplementary clauses	July 2019	No

Environment Agency's Safety Health Environment Wellbeing Code of Practice	May 2018	No
Civil Engineering Standard Method of Measurement 4 th edition (CESMM4)		Yes

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

The *works* will have to be completed when tide levels are such that the work can be completed safely.

The *Contractor* cannot use any existing structures to support the aids to navigation

The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract

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*

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 he 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
Arrangement of assent from Natural England for the works, if required	TBC
Liaison with landowners, in order to organise the access routes and areas for the compound areas	TBC
Liaison with the Marine Maritime Organisation, as necessary	TBC
Topmark for the aid to navigation at Shoreham Beach (drawing included in tender information)	25 January 2021

Site Information

Draft Pre-Construction Information for Shoreham Beach (version 1)

Draft Pre-Construction Information for Pagham Harbour (version 3)

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:	