

NEC4 Engineering and Construction Short Contract

Lots 2

National Property Flood Resilience Framework

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	
For	Leatherhead and Fetcham Property Flood Resilience Scheme – Supply and Install
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Orchard House, London Road, Addington, West Malling, Kent ME19 5SH	
Address for electronic communications	<div></div>	
The <i>works</i> are	Supply and fit property flood resilience measures as detailed in JBA Consultants property surveys as per LOT 2 of PFR Framework.	
The <i>site</i> is	74 residential properties in Fetcham and Leatherhead, Surrey	
The <i>starting date</i> is	20/072020	
The <i>completion date</i> is	31/03/2021	
The <i>delay damages</i> are	n/a	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	5	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does not apply		
The <i>Adjudicator</i> is : the person appointed as follows:		
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	-	% 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		
The <i>Client</i> provides this insurance		
Only enter details here if the <i>Client</i> is to provide insurance.		
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 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 <i>works</i>	Minimum £5,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> 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 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 sub-contractor to the <i>Client</i> for acceptance. A reason for not accepting the sub-contractor 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 him.
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. 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	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 his 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.
Z7.0	Change to Compensation Events
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"> • 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>Payment on Termination</p> <p>Replace Clause 92.3 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”.</p>
Z10	Data Protection
Z10.1	Schedule 11 – Data Protection Schedule of the Deed of Agreement shall be incorporated into this Agreement.
Z10.2	A request or instruction pursuant to Schedule 11 by the <i>Project Manager</i> shall be treated as being a request or instruction by the <i>Client</i> .
Z10.3	For the avoidance of doubt, reference to Supplier in Schedule 11 is reference to the <i>Contractor</i> .
Z11	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.

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Flood Control NI Ltd	
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people rates</i> are		
category of person	Unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> 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	£365,019
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Enter the total of the Prices from the Price List.
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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

Item Number	Description	Unit	Quantity	Rate	Price
	See attached Excel Leatherhead_Lot2_Property_List_v5.xls				
The total of the Prices				£365,019	

The method and rules used to compile the Price List are

Framework rates

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.

The *Contractor* shall deliver the works in compliance with the framework scope found in PFR Framework Lot 2 Scope.docx

The *Contractor* is to complete the works as per the survey Consultant's reports, listed within 2. Drawings.

The *Contractor* shall raise any concerns with the survey Consultant suggestions with the *Client* and not the homeowner.

The *Contractor* shall attend individual homeowner meetings at each site with the *Client* prior to procurement of the measures to gain homeowner approval of the measures.

If a product suggested within the survey Consultant's reports is not possible to be fitted then a negative compensation event will be used to remove it from the works.

Any replacement of existing PFR measures will need an adequate justification by the *Contractor* and if replaced will be a compensation event.





































An extra 11 houses within the area are eligible for PFR measures but have not yet been surveyed. Some, all or none of these may be included as a compensation event at the discretion of the *Client*.







































To enable comparable pricing, for each property an assumption has been made for the number of flood doors and barriers. This is subject to change and will be dealt with via a compensation event. Justification is required by the *Contractor* to evidence the need for change.

The *Client* will lead on all stakeholder/homeowner engagement, unless permission is given to the *Contractor* in writing from the *Client's* project manager.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
 2019s1288 - LHAF002		PFR Survey Report v1.0
 2019s1288 - LHAF003		PFR Survey Report v1.0
 2019s1288 - LHAF005		PFR Survey Report v1.0
 2019s1288 - LHAF006		PFR Survey Report v1.0
 2019s1288 - LHAF007		PFR Survey Report v1.0
 2019s1288 - LHAF008		PFR Survey Report v1.0
 2019s1288 - LHAF010		PFR Survey Report v1.0
 2019s1288 - LHAF011		PFR Survey Report v1.0
 2019s1288 - LHAF013		PFR Survey Report v1.0
 2019s1288 - LHAF014		PFR Survey Report v1.0
 2019s1288 - LHAF015		PFR Survey Report v1.0
 2019s1288 - LHAF016		PFR Survey Report v1.0
 2019s1288 - LHAF018		PFR Survey Report v1.0
 2019s1288 - LHAF020		PFR Survey Report v1
 2019s1288 - LHAF022		PFR Survey Report v1.0
 2019s1288 - LHAF024		PFR Survey Report v1.0
 2019s1288 - LHAF025		PFR Survey Report v2.0
 2019s1288 - LHAF027		PFR Survey Report v1.0
 2019s1288 - LHAF028		PFR Survey Report v2.0
 2019s1288 - LHAF029		PFR Survey Report v1.0
 2019s1288 - LHAF031		PFR Survey Report v2.0
 2019s1288 - LHAF032		PFR Survey Report v1
 2019s1288 - LHAF033		PFR Survey Report v1.0
 2019s1288 - LHAF034		PFR Survey Report v1.0
 2019s1288 - LHAF035		PFR Survey Report v2.0
 2019s1288 - LHAF036		PFR Survey Report v2.0
 2019s1288 - LHAF037		PFR Survey Report v1.0
 2019s1288 - LHAF038		PFR Survey Report v1.0
 2019s1288 - LHAF039		PFR Survey Report v1.0
 2019s1288 - LHAF040		PFR Survey Report v1
 2019s1288 - LHAF041		PFR Survey Report v1.0
 2019s1288 - LHAF042		PFR Survey Report v1
 2019s1288 - LHAF043		PFR Survey Report v1.0
 2019s1288 - LHAF044		PFR Survey Report v1.0
 2019s1288 - LHAF045		PFR Survey Report v1.0
 2019s1288 - LHAF047		PFR Survey Report v1.0

 2019s1288 - LHAF048 PFR Survey Report v1.0
 2019s1288 - LHAF049 PFR Survey Report v1.0
 2019s1288 - LHAF050 PFR Survey Report v1.0
 2019s1288 - LHAF051 PFR Survey Report v1.0
 2019s1288 - LHAF052 PFR Survey Report v1.0
 2019s1288 - LHAF053 PFR Survey Report v1.0
 2019s1288 - LHAF054 PFR Survey Report v1.0
 2019s1288 - LHAF055 PFR Survey Report v1.0
 2019s1288 - LHAF056 PFR Survey Report v1.0
 2019s1288 - LHAF057 PFR Survey Report v1.0
 2019s1288 - LHAF058 PFR Survey Report v1.0
 2019s1288 - LHAF059 PFR Survey Report v1.0
 2019s1288 - LHAF060 PFR Survey Report v1.0
 2019s1288 - LHAF061 PFR Survey Report v1.0
 2019s1288 - LHAF062 PFR Survey Report v1.0
 2019s1288 - LHAF063 PFR Survey Report v1.0
 2019s1288 - LHAF065 PFR Survey Report v1.0
 2019s1288 - LHAF067 PFR Survey Report v1
 2019s1288 - LHAF069 PFR Survey Report v1.0
 2019s1288 - LHAF070 PFR Survey Report v1.0
 2019s1288 - LHAF071 PFR Survey Report v1.0
 2019s1288 - LHAF072 PFR Survey Report v1.0
 2019s1288 - LHAF073 PFR Survey Report v1.0
 2019s1288 - LHAF075 PFR Survey Report v1.0
 2019s1288 - LHAF076 PFR Survey Report v1.0
 2019s1288 - LHAF077 PFR Survey Report v1.0
 2019s1288 - LHAF079 PFR Survey Report v1.0
 2019s1288 - LHAF080 PFR Survey Report v1.0
 2019s1288 - LHAF081 PFR Survey Report v1.0
 2019s1288 - LHAF082 PFR Survey Report v1.0
 2019s1288 - LHAF083 PFR Survey Report v1.0
 2019s1288 - LHAF084 PFR Survey Report v1.0
 2019s1288 - LHAF085 PFR Survey Report v1.0
 2019s1288 - LHAF086 PFR Survey Report v1.0
 2019s1288 - LHAF088 PFR Survey Report v1.0
 2019s1288 - LHAF089 PFR Survey Report v1.0
 2019s1288 - LHAF092 PFR Survey Report v1
 2019s1288 - LHAF095 PFR Survey Report v1

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Current CDM Regulations		Yes
SHEW CoP	May 2018	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*.

The *Contractor* must have permission from the *Client* prior to engaging with a homeowner

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
- (f) Client updated weekly of changes to programme

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

7. Site Information

Please see APPENDIX A PFR Site Information Table LHAF.xls

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:	