

NEC4 Engineering and Construction Short Contract

Lot 2

National Property Flood Resilience Framework

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And

Lakeside Flood Solutions Ltd.

For

Supply and Installation of PFR measures

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	@environment-agency.gov.uk	
The works are	EAST ANGLIA PROPERTY FLOOD RESILIENCE PROJECT – ENV0003734C/ AEC501E/000A/169A This project will deliver the installation of PFR measures to 62 residential properties located across 25 rural communities in Essex, Norfolk and Suffolk as recommended in Initial PFR Surveys undertaken by RAB Consultants under Lot 1 of the PFR Framework.	
The site is	The Norfolk properties are located in: Barsham, Wramplingham, Low Tharston, Hempnall, Brockdish, Scole, Shotesham, Stiffkey, Diss, Great Fransham, Horning, Fakenham, Norwich, Worthing. The Suffolk properties are located in: Stowmarket, Needham, Eye, Wetherden, Debenham, Saxmundham, Framlingham. The Essex properties are located in: Little Waltham, Cavendish, Clare, Witham	
The starting date is	02 October 2023	
The completion date is	01 October 2024	
The delay damages are	NIL	Per day
The period for reply is	2	Weeks
The defects date 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 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 <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 £100k		
The <i>Client</i> provides this insurance	None	
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 with January 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 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.												
Z30.0	<p>Material Price Volatility</p> <p>The <i>Client</i> recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 31 March 2024, the <i>Client</i> shall mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.</p>												
Z30.1	<p>Defined terms</p> <p>a) The Latest Index (L) is the latest index as issued by the <i>Client</i>. The L, which is at the discretion of the <i>Client</i>, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.</p> <p>b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.</p> <p>c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.</p>												
Z30.2	<p>Price Volatility Provision</p> <p>Through a Compensation Event the <i>Client</i> shall pay the PVP. PVP is calculated as:</p> $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$ <p>If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the <i>Client</i>. The PVP calculated at the last assessment before 31 March 2024 is used for calculating the price increase after that date.</p>												
Z30.3	<p>Price Increase</p> <p>Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.</p>												
Z30.4	<p>Compensation Events</p> <p>The <i>Contractor</i> shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the March 2024 period compensation event.</p> <table border="1"> <thead> <tr> <th>Assessment Date</th> <th>Defined Cost?</th> <th>Forecasted Cost?</th> </tr> </thead> <tbody> <tr> <td>31st Jul 21</td> <td>In period costs only</td> <td>No</td> </tr> <tr> <td>31st Aug 21</td> <td>In period costs only</td> <td>No</td> </tr> <tr> <td>30th Sept 21</td> <td>In period costs only</td> <td>No</td> </tr> </tbody> </table>	Assessment Date	Defined Cost?	Forecasted Cost?	31 st Jul 21	In period costs only	No	31 st Aug 21	In period costs only	No	30 th Sept 21	In period costs only	No
Assessment Date	Defined Cost?	Forecasted Cost?											
31 st Jul 21	In period costs only	No											
31 st Aug 21	In period costs only	No											
30 th Sept 21	In period costs only	No											

31 st Oct 21	In period costs only	No
30 th Nov 21	In period costs only	No
31 st Dec 21	In period costs only	No
31 st Jan 22	In period costs only	No
28 th Feb 22	In period costs only	No
31 st Mar 22	In period costs only	No
30 th Apr 22	In period costs only	No
31 st May 22	In period costs only	No
30 th Jun 22	In period costs only	No
31 st Jul 22	In period costs only	No
31 st Aug 22	In period costs only	No
30 th Sept 22	In period costs only	No
31 st Oct 22	In period costs only	No
30 th Nov 22	In period costs only	No
31 st Dec 22	In period costs only	No
31 st Jan 23	In period costs only	No
28 th Feb 23	In period costs only	No
31 st Mar 23	In period costs only	No
30 th Apr 23	In period costs only	No
31 st May 23	In period costs only	No
31 st Jul 23	In period costs only	No
31 st Aug 23	In period costs only	No
30 th Sept 23	In period costs only	No
31 st Oct 23	In period costs only	No
30 th Nov 23	In period costs only	No
31 st Dec 23	In period costs only	No
31 st Jan 24	In period costs only	No
28 th Feb 24	In period costs only	No
31 st Mar 24	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Contract Data

The Contractor's Contract Data

The Contractor is		
Name	Lakeside Flood Solutions Ltd.	
Address for communications		
Unit 2E, Invest House Bruce Road, Fforestfach Industrial Estate Swansea, SA5 4HS		
Address for electronic communications		
[REDACTED]		
The fee percentage is	0	%
The people rates are		
category of person	unit	Rate
Supervisor	Hourly	[REDACTED]
Craftsman	Hourly	[REDACTED]
Labourer	Hourly	[REDACTED]
The published list of Equipment is		
		N/A
The percentage for adjustment for Equipment is		
		N/A

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		
		Pricing Schedule v2 dated 29.08.23 See 'Lakeside Notes' on Pricing Schedule

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name [REDACTED]

Position Sales Director

Signature [REDACTED]

Date 04/09/23

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

Signed on behalf of the *Client*

Name [REDACTED]

Position Flood Risk Management Advisor

Signature [REDACTED]

Date	25/09/2023
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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	PRELIMS (T1)				
1.1	Attendance and participation in start-up meeting.	nr	2		
1.2	<i>Contractor's</i> inspection of property to establish all necessary detail to enable products to be ordered and preparation for installation arranged by <i>Contractor</i> at time agreed with resident.	nr	62		
1.3	Resident liaison throughout installation phase, from contract award to test event.	Item	1		
1.4	Re-pricing exercise for community installation phase				Not used
1.5	Site supervision for duration of installation phase, including 1 site meeting with <i>Client</i> per month.	mnth	12		
1.5a	Liaison with Client including maximum of 1 Teams meeting per week.	Item	1		
1.6	Provision of all necessary information to property resident to enable operation and maintenance of the flood resistance measures provided.	nr	62		

1.6a	Homeowner legal agreements, obtain homeowner signature	nr	62		
1.7	Compliance with requirements of CDM2015 regulations, including Designer, Risk Assessments, Method Statements and Construction Phase Plan. All Schemes.	Item	1		
1.7a	Sign off and completion of works to each property	nr	62		
1.7b	Any other preliminaries and site establishment items required in order to complete the works but not specified above.	Item	1		
	LISTED BUILDINGS				
1.8	Attendance at meeting with Local Authority Conservation Officer to agree works to listed building and conservation areas	nr	10		
	NON SITE WORK DELAYS				
1.9	Delay in availability of the sites not due to the <i>Contractor</i> . Cost to cover a new or extension to an existing "gap" in the installation programme and associated head office overheads, but excluding site based costs included in items above.				Rate only
	DAYWORKS				
1.10	Labour - rate for Supervisor				Rate only
1.11	Labour - rate for Craftsman				Rate only
1.12	Labour - rate for Labourer				Rate only
2	INSTALLATION OF PRODUCTS AS ATTACHED TENDER STAGE PRICING SCHEDULE LOT 2 (T2):				
2.1	2 Old Hall, Barsham	nr	1		
2.2	Barsham Barn, Barsham	nr	1		
2.3	1 Old Hall, Barsham	nr	1		
2.4	Waveney Vale, Brockdish	nr	1		
2.5	Old Romney, Lower Street, Cavendish	nr	1		
2.6	Pentlow Mill, Pentlow Lane, Cavendish	nr	1		
2.7	Priory Lodge, Ashen Road, Clare	nr	1		
2.8	2 Low Step Cottage, Aspell Road, Debenham	nr	1		
2.9	Longfield Cottage, 39 Low Road, Debenham	nr	1		
2.10	35 Low Road, Debenham	nr	1		
2.11	Kiln Cottage, 8 Low Road, Debenham	nr	1		
2.12	Deben Corners, Chancery Lane, Debenham	nr	1		
2.13	Lavender Cottage, 10 Chancery Lane, Debenham	nr	1		

2.14	4 Chancery Lane, Debenham	nr	1		
2.15	Wash Cottage, 4 Water Lane, Debenham	nr	1		
2.16	43 Chancery Lane, Debenham	nr	1		
2.17	69 High Street, Debenham	nr	1		
2.18	78 Denmark Street, Diss	nr	1		
2.19	Rambler Cottage, Hoxne Road, Eye	nr	1		
2.20	Frog's Hall, Hoxne Road, Eye	nr	1		
2.21	Riverside Lodge, Bridge Farm, Hempton Road, Fakenham	nr	1		
2.22	40 Fairfield Road, Framlingham	nr	1		
2.23	The Cottage, Beeston Lane, Great Fransham	nr	1		
2.24	Post Office House, Beeston Lane, Great Fransham	nr	1		
2.25	The Retreat, Bungay Road Hempnall	nr	1		
2.26	Beckford House, Bungay Road, Hempnall	nr	1		
2.27	Ford End, Bungay Road, Hempnall	nr	1		
2.28	Meadow Brook, Mill Road, Hempnall	nr	1		
2.29	White Cottage, Bungay Road, Hempnall	nr	1		
2.30	3 Bridge Terrace, The Street, Hempnall	nr	1		
2.31	Bridge End, Mill Road, Hempnall	nr	1		
2.32	Becketts Cottage, Bungay Road, Hempnall	nr	1		
2.33	Corner Cottage, Bungay Road, Hempnall	nr	1		
2.34	Rainbows End, 3 Bure Court, Horning	nr	1		
2.35	44 The Street, Little Waltham	nr	1		
2.36	The Mill House, Low Tharston	nr	1		
2.37	The Granary, Low Tharston	nr	1		
2.38	The Granary, Mill Lane, Needham	nr	1		
2.39	The Old Mill, Mill Lane, Needham	nr	1		
2.40	Mill Cottage, Mill Lane, Needham	nr	1		
2.41	7A Whitlingham Lane, Thorpe St Andrew , Norwich	nr	1		
2.42	5 Lambsale Meadow, Saxmundham	nr	1		
2.43	7 Lambsale Meadow, Saxmundham	nr	1		
2.44	Martindale, Waterloo Lane, Scole	nr	1		
2.45	Waveney View, Waterloo Lane, Scole	nr	1		
2.46	L'Avenir, Diss Road, Scole	nr	1		
2.47	Oakland, Diss Road, Scole	nr	1		
2.48	The Willows, Diss Road, Scole	nr	1		
2.49	Brookfields, Shotesham	nr	1		
2.50	7 Bridge Street, Stiffkey	nr	1		
2.51	54 Regent Street, Stowmarket	nr	1		
2.52	Riverside Cottage, The Street, Wetherden	nr	1		
2.53	Ambermarle House, Guithaven Road, Witham	nr	1		
2.54	Riverside Cottage, The Street, Wrampingham	nr	1		
2.55	Riverside House, The Street, Wrampingham	nr	1		
2.56	Blacksmith's Cottage, The Street, Wrampingham	nr	1		
2.57	Cheviot, Worthing	nr	1		
2.58	Herdwick Cottage, Worthing	nr	1		

2.59	Tannery Cottage, Worthing	nr	1		
2.60	Blessings, Worthing	nr	1		
2.61	Masham, Worthing	nr	1		
2.62	Jacob's Ladder, Worthing	nr	1		
	Rate for all properties				██████████
The total of the Prices					██████████ See 'Lakeside Notes' on Pricing Schedule

The method and rules used to compile the Price List are PFR Framework pricing schedule.

Bidders shall refer to the Tender Stage Pricing Schedule Lot 2 – East Anglian PFR Project attached in order to build up their prices for installation of products.

Prices shall include for everything indispensably necessary to complete the works to the satisfaction of the Client.

Where existing fitments and fittings (e.g. doors) are to be replaced this shall be on a like-for-like basis and the replacement items shall match the existing items in terms of quality, material and visual impact and shall be in accordance with current British Standards and flood specifications. No claims for additional payment will be entertained where prices submitted in the tender do not take this into consideration.

Quantities shown in the Tender Stage Pricing Schedule Lot 2 – East Anglian PFR Project are indicative only for the purposes of pricing the bid. This does not constitute the maximum or minimum quantity that may be required for this commission. Quantities and types of measure have been based on the Lot 1 surveys and may be subject to change following consultation with the homeowners.

Lakeside comment 02/08/23:

See 'Lakeside Product Notes' outlined within the Pricing Schedule. The rates are in line with the rates and item descriptions as per the latest Framework Rate Book dated September, notably White uPVC Flood Doors quoted only. All inclusions and exclusions are clearly stated.

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* shall 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.

Refer to attached East Anglia PFR Project_Scope Lot 2 v4.

This project will deliver the installation of PFR measures to up to 62 residential properties located across 25 rural communities in Essex, Norfolk and Suffolk as recommended in Initial PFR Surveys undertaken by RAB Consultants under Lot 1 of the PFR Framework.

There is a potential future Compensation Event for up to 10 additional properties in the three Norfolk communities of Diss, Trowse Newton & Worthing for which the Lot 1 surveys have not been completed yet.

The Norfolk properties are located in: Barsham, Wramplingham, Low Tharston, Hempnall, Brockdish, Scole, Shotesham, Stiffkey, Diss, Great Fransham, Horning, Fakenham, Norwich, Worthing.

The Suffolk properties are located in: Stowmarket, Needham, Eye, Wetherden, Debenham, Saxmundham, Framlingham.

The Essex properties are located in: Little Waltham, Cavendish, Clare, Witham

Our current estimate is up to 72 properties require PFR measures, however this number may reduce slightly following further engagement with home owners.

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2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
See 62 Lot 1 survey reports in appendix 1		
List of properties that flooded in December 2020 in appendix 2		

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Minimum Technical Requirements	Version 12 December 2021	
Refer to scope document for specifications to apply		

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*.

Work shall be carried out in accordance with the Scope document

Prioritise delivery of measures to properties that flooded in December 2020

Refer to Lot 1 survey reports

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:	