

What's this document
about?

FCRM Operational Framework
Lot 1 NEC4 ECSC template

Who does this apply to?

Area Operations

Contact for queries
and feedback

- [National Field Operations](#)
 - Anonymous feedback for this document can be given [here](#)
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IMPORTANT:

Before saving and sending this document out to Contractors please ensure that the Environment Agency banners and the comments designed to assist in completion are deleted.

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Central Hub

A contract between

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

And

For River Welland Dredging

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 <i>works</i> are	River Welland Dredging	
The <i>site</i> is	Deeping Gate, PE6 9AH. West Deeping Mill, PE6 9HH. Tallington Mill, PE9 4RR	
The <i>starting date</i> is	To be determined by the successful contractors programme	
The <i>completion date</i> is	To be determined by the successful contractors programme but no later than 31 st October 2022	
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 *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.
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 £100,000.00		
The <i>Client</i> provides this insurance	None	
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 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	
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	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.
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	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.						
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 Client's Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack						
Z30.0	Material Price Volatility The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.						
Z30.1	Defined terms 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. 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. 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.						
Z30.2	Price Volatility Provision Through a Compensation Event the <i>Client</i> shall pay the PVP. PVP is calculated as: Assessment x MF x L = PVP 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 30 June 2023 is used for calculating the price increase after that date.						
Z30.3	Price Increase 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.						
Z30.4	Compensation Events 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 June 2023 period compensation event. <table><tr><td>Assessment Date</td><td>Defined Cost?</td><td>Forecasted Cost?</td></tr><tr><td>31st Jul 21</td><td>In period costs only</td><td>No</td></tr></table>	Assessment Date	Defined Cost?	Forecasted Cost?	31 st Jul 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
	30 th Jun 23	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		
Address for communications		
Address for electronic communications		
The fee percentage is	19	%
The people rates are	In accordance with contract schedule	
category of person	unit	rate
The published list of Equipment is		CECA
The percentage for adjustment for Equipment is		0%

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



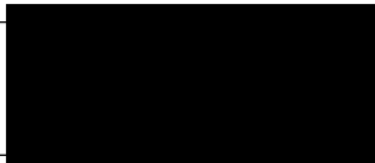
Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name Mike Spears

Position Commercial Director

Signature

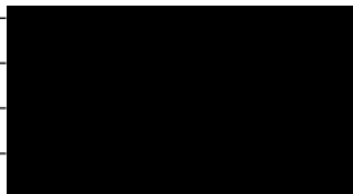


Date 15/09/22

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

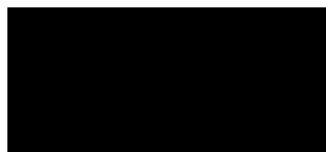
Signed on behalf of the *Client*

Name



Position

Signature



Date

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	
	Contract management	SUM	1			
	CDM Designer role	SUM	1			
	Deeping Gate dredging works	SUM	1			
	West Deeping Mill dredging works	SUM	1			
	Tallington Mill dredging works	SUM	1			
</						

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

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.

There are 3 sites across River Welland Dredging which require various works to improve flow, navigation, quality of habitat and volume of water within the river channels.

This document forms the overarching master scope, to be read in conjunction with the 3 individual site-specific scopes and their associated supporting documents.

Please see attachments listed below for scopes:

1. NEC4 ECSC Deeping Gate Site Information, rev2, 26/08/22
2. NEC4 ECSC Tallington Mill, rev2, 26/08/22
3. NEC4 ECSC West Deeping Mill, rev2, 26/08/22

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.

Background

There are 3 sites across River Welland Dredging which require various works to improve flow, navigation, quality of habitat and volume of water within the river channels.

The works

To remove accumulated silt from watercourses at three sites:

Deeping Gate, PE6 9AH

West Deeping Mill, PE6 9HG

Tallington Mill, PE9 4RR

Arisings are to be placed on adjacent banks with levelling off and re-seeding where required – see site specific packs.

There will be some small accommodation works at West Deeping to trim back tree branches restricting access by machinery.

Work to be undertaken from the southern bank, arisings to be placed on this bank, close to the river to allow for eel escapement back to the river. A return to site approx. 2 months afterwards to level off the dried silt and re-seed. **No gravel beds to be excavated.**

Turbidity and Dissolved Oxygen (DO) monitoring is to be carried out during the works. Works to stop if DO levels fall below 30mg/l. Temperature to be monitored. Works to stop if above 25c.

Lamprey have been recorded within this river stretch. A watching brief will be necessary to ensure that Lamprey are not present within the removed silt. If present they are to be returned to the water immediately upstream of the works.

Contractor's design responsibility

For the purposes of this contract, the *Contractor* is responsible for carrying out any detailed design as required and to act as Designer under the CDM Regulations 2015.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
-----		Outline Client sketch design
XEA05_0174_E-06		Deeping Gate survey
XEA05_0174_E-07		Deeping Gate survey
XEA05_0174_E-08		Deeping Gate survey

<h3>3. Specifications</h3>		
List the specifications which apply to the contract.		
Title	Date or Revision	Tick if publicly available
Minimum Technical Requirements	V12 December 2021	
Civil Engineering Specification for the Water Industry	7 th Edition	
<h3>4. Constraints on how the <i>Contractor</i> Provides the Works</h3>		
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 <i>Client</i> .		
<p>Turbidity and Dissolved Oxygen (DO) monitoring is to be carried out during the works. Works to stop if DO levels fall below 30mg/l. Temperature to be monitored. Works to stop if above 25c.</p> <p>Lamprey have been recorded within this river stretch. A watching brief will be necessary to ensure that Lamprey are not present within the removed silt. If present they are to be returned to the water immediately upstream of the works.</p> <p>Refer to Site Specific Packs for individual site details</p>		
<p>Working times</p> <p>The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)</p>		
<h3>5. Requirements for the programme</h3>		

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 to be 31st October 2022

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
Utility Services Information	To successful bidder after tendering process

Site Information

Refer to Site Specific documents

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Philip G Wright Excavations Ltd Westmere, 42 London Rd Long Sutton Spalding Lincolnshire PE12 9EA Form of Contract: NEC4 ECSSC	Dredging works
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	