

NEC4 Engineering and Construction

Short Contract

NFOF Operational Framework – Northern Hub

A contract between

**Natural England
Foss House
Kings Pool
1-2 Peaseholme Green
York
Y01 7PX**

And

XXXXXXX

For

Bolton Fell Moss Phase 3 Construction

Contract Forms

- **Contract Data**
- **The *Contractor's* Offer and *Client's* Acceptance**
- **Price List**
- **Scope**
- **Schedule 1 Works Information**
- **Schedule 2 Site Information**

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Natural England	
Address for communications	Natural England,	
Address for electronic communications	Valerie.Brown@naturalengland.org.uk	
The <i>works</i> are	Construction of: <ul style="list-style-type: none">• Visitor shelter and ancillaries• Study shelter and ancillaries• Site drainage and attenuation pond• Demolition of derelict building• Site access and security: fencing, gates, access road	
The <i>site</i> is	Bolton Fell Moss, Hethersgill, Carlisle, Cumbria CA6 6JL.	
The <i>starting date</i> is	February 2024	
The <i>completion date</i> is	March 2024	
The <i>delay damages</i> are	0	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 <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		% 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	£100,000	
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 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 £100,000 in respect of every claim without limit to the number of claims	12 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 <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. 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 works 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.
Z7.2	Additional Compensation Event COVID-19 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 31st October 2020.

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	A E Yates Limited	
Address for communications	Cranfield Road, Lostock Industrial Estate, Lostock Bolton BL6 4SB.	
Address for electronic communications	civils@aeyates.co.uk	
The <i>fee</i> percentage is	8.2	%
The <i>people rates</i> are		
category of person	unit	rate
Qualified tradesman / skilled op	Hr	£33.00
The <i>published list of Equipment</i> is		CECA
The <i>percentage for adjustment for Equipment</i> is		-15% (state minus)

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	£775,154.79
------------------------------------	-------------

Signed on behalf of the *Contractor*

Name	Rich Fawcett
------	--------------

Position	Senior Estimator
----------	------------------

Signature	R Fawcett
-----------	-----------

Date	30/01/2024
------	------------

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

Signed on behalf of the *Client*

Name	
------	--

Position	
----------	--

Signature	
-----------	--

Date	
------	--



Price List

Headings in the Price List are suggested headings for each of the main areas of construction. The *Contractor* may alter and add to the list as required to create the final Price List for agreement with the *Client*.

1.000	Preliminaries	Lump Sum Price £
1.001	Project start-up and mobilisation	£1,860.00
1.002	Site set-up and decommissioning	£1,860.00
1.003	Monthly prelims	£108,142.88
1.004		
2.000	Study Shelter and Toilet <i>(Please See Sub-Contracts)</i>	
2.001	Site preparation	£1,860.00
2.002	Construction of study shelter	£68,300.00
2.003	Construction of compost toilet	£18,695.30
2.004	Fitting out study shelter and toilet	£6,200.00
2.005	Ancillaries – fencing, boardwalk etc	£6,426.74
2.006	Timber Storage Shed	£3,822.74
3.000	Drainage and attenuation pond	
3.001	Site preparation	£3,100.00
3.002	Set-up of over-pumping equipment	£671.00
3.003	Operation of over-pumping equipment	£1,373.80
3.004	Decommissioning over-pumping equipment	£671.00
3.005	Construction of attenuation pond	
	Break Out Concrete (3081m2 @ Ave 0.2md)	£20,813.75
	Dispose Of Concrete Off Site	£28,024.56
	Excavate to Formation - 1.75md average	£67,205.57
	Dispose On Site	£84,073.69
	Form Anchor Trench to Parimeter - 228.68m	£4,516.11
	Secutex Protection Geotextile	£13,451.79
	Carbofol HDPE Geomembrane	£13,451.79
	Second Layer of Secutex Protection Geotextile	£13,451.79
	Hot Plate Welding of Upper / Lower Geomembrane	£2,359.00
	Extrusion Welding of Upper / Lower Geomembrane	£2,359.00
	Mineral Protection Layer - 100mm subsoil & 100mm Topsoil	£16,896.15
3.006	Construction of drainage works	
	Proposed Sewer Along Acess Road - 300mm Diameter	£14,754.04
	Connection to Existing Manhole - 0.92m deep	£310.00
	New Manhole - 1200mm Diameter - 1.21m deep	£3,104.07
	Proposed Sewer to Hydrobrake	£2,592.44
	Proposed Hydrobrake Control Chamber - 1.785m deep 1500mm diameter	£8,961.21

	Proposed Sewer to Attenuation Pond Headwall	£1,962.33
	Proposed Headwall on Existing Pipework Outlet - 1.585m deep	£4,115.05
	Proposed Manhole to be Constructed on Existing Drainage Sump - < 2.0m deep 1500mm diameter	£3,688.83
	New 375mm S/W connection to Headwall Inlet < 2.0m deep	£834.77
	Inlet 4 Headwall	£5,223.09
	Connect Existing Slot Drain to Proposed SuDS feature	£310.00
	Proposed Gabion Berm	£6,205.15
	Abandon Existing Water Feature and Connect to Pond	£620.00
	Proposed Headwall Inlet 1	£4,115.05
	Proposed Headwall Inlet 2 (150mm diameter Existing Drainage)	£4,115.05
	Proposed Headwall Inlet 3 (150mm diameter New Drainage Connection)	£4,115.05
	150mm Diameter Proposed New Drainage	£2,165.35
	Proposed New Manhole on Proposed Filter Drain - 1200mm Diameter - 1.40m deep	£3,104.07
	Proposed Filter Drain - 150mm diameter - 1.4m deep	£8,035.20
	Proposed New Manhole on Proposed Filter Drain - 1200mm Diameter - 1.65m deep	£3,414.07
	Existing Sewer to be Abandoned	£930.00
3.007	Construction of dipping platform	£7,812.00
	Dipping Platform Foundation	£11,780.00
3.008	Ancillaries – fencing etc.	£5,447.63
3.009		
4.000	Derelict building demolition	
4.001	Asbestos survey	£1,860.00
4.001	Nesting bird survey	£1,860.00
4.002	Demolition of building	
	Form Access for Plant to Building - Bog Matts including Removal on Completion	£15,000.00
	Tree Surgery	£4,500.00
	Demolition of Building	£20,353.69
	Disposal of Demolished Building	£9,486.00
4.003	Removal of waste material	£1,860.00
4.004	Clearing site and making safe	£3,100.00
4.005		
5.000	Viewing shelter	
5.001	Site preparation	£2,170.00
5.002	Set-up access arrangements across peatland	£3,658.00
5.003	Maintain access arrangements	£1,550.00
5.004	Decommission access arrangements	£620.00
5.005	Construct foundations for shelter	£7,061.80

5.006	Construct shelter	£13,824.21
5.007	Construct boardwalk access to shelter	£13,473.48
6.000	General site-wide ancillaries	
6.001	Stockproof fencing	£2,238.82
6.002	Post and rail fencing	£21,206.53
6.003	Wildmesh fencing	£35,960.00
6.004	Vehicle Access Gates	£3,720.00
6.005	Pedestrian Access Gate (1 x lockable)	£2,976.00
6.006	Kissing Gate	£1,922.00
6.007	Timber Directional Signs	£372.00
6.005	Scrub (4 Areas)	£2,480.00
6.006	Large Multi-chamber Bat Box	£413.66
6.007	Low Profile Bat Box	£495.94
6.008	Concrete Pile (2m x 3m x 1.5m)	£930.00
6.009	Hiberracula (3m x 2m x 2m)	£310.00
6.010	Open Fronted Bird Box	£173.58
7.000	Health & Safety File and as-built drawings	
7.001	Provision of information required for H&S File	£1,860.00
7.002	Provision of as-built drawings	£2,418.00
Total of the Prices		£775,154.79

The method and rules used to compile the Price List are

The Framework Price Workbook and the Framework Deed of Agreement.

Scope

1. Description of the works

Description of the works is in Schedule 1 – Works Information

2. Drawings

Drawings included in the Scope are:

Drawing Number	Title
GM12092-003 Rev E	Drainage Design with Dipping Platform

GM12092-013 Rev G	Site Plan Study Shelter
GM12092-014 Rev E	Site Plan Viewing Shelter
GM12092-015 Rev E	Elevation Plan Study Shelter
GM12092-016 Rev B	Elevation Plan Viewing Shelter
GM12092-019 Rev D	South Derelict Building Location Plan
GM12092-020 Rev F	Indicative Biodiversity Enhancements
GM12092-021 Rev C	Study Shelter General Arrangement Plan
GM12092-022 Rev A	Indicative Hibernaculum Design
GM12092-023 Rev A	Hydro-brake Detail
GM12092-024 Rev B	Headwall with Grille
GM12092-025 Rev B	Attenuation Pond Standard Details
GM12092-026 Rev B	Headwall without Grille
GM12092-027 Rev B	Gabion Baskets
GM12092-028 Rev B	Anchor Trenches and Lining Specification
GM12092-029 Rev C	Foundation GA for Study Shelter
GM12092-031 Rev A	Attenuation Pond Cross Sections
GM12092-032 Rev D	Access Road Infill Areas
GM12092-034 Rev B	Indicative Boardwalk Specification
GM12092-035 Rev B	Toilet and Tank
GM12092-036 Rev P02	Dipping Platform
GM12092-037 Rev A	Stockproof Fence
GM12092-038 Rev A	Kissing Gate
GM12092-039 Rev B	Weldmesh Fencing
GM12092-040 Rev A	Foundation General Arrangement Plan Viewing Shelter
GM12092-041 Rev A	Viewing Shelter General Arrangement Plan
GM12092-042 Rev A	Viewing Shelter General Arrangement Details
GM12092-043 Rev A	Vehicle Access Gate
GM12092-044 Rev A	Toilet and Tank Top View
GM12092-045 Rev B	Post and Rail Fencing
GM12092-046 Rev A	Disabled Access Ramp and Boardwalk
GM12092-047 Rev A	Pedestrian and Vehicle Access Gates
GM12092-048 Rev A	Site Plan Study Shelter with Topo
GM12092-049 Rev B	Side View of Dipping Platform
GM12092-051 Rev B	Viewing Shelter Specification
GM12092-054 Rev A	Dipping Platform Connection Detail

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Room of Requirement Quotation for Study Shelter	17/02/2023	

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

Constraints on how the *Contractor* provides the Works are included in Schedule 1 Works Information.

5. Requirements for the programme

The first programme complying with Clause 31.2 shall be submitted within 2 weeks of the Contract Date

Requirements for the Clause 31.2 programme are detailed in Section WI 500 Of Schedule 1 Works Information.

6. Services and other things provided by the *Client*

The *Client* does not provide services or other things to the *Contractor*.

7. Site Information

Site Information is included in Schedule 2 Site Information.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	<p>Laing Timber Products Harker, Carlisle CA6 4DS</p> <p>Form of Contract: As main Contract</p>	<p>Timber Buildings and Construction</p> <p>We have included the quote provided by Wardell Armstrong for the provision of the Research Shelter (Bespoke Container Conversion) as instructed however this solution carries a 12-14 week build time which will not fit our programme and enable us to hit the completion date.</p> <p>Should we be successful in reaching the next stage of the tender process, we would offer an alternative timber construction solution provided by Laing Timber which will be more in keeping with the essence of the project, cheaper to produce and will comfortably fit our tender programme.</p> <p>In order to provide a compliant programme we have assumed the timber structure option.</p> <p>There are also other areas where we are confident that we could offer value engineering which would further reduce our tender price. Please take this into consideration.</p>

2.	<p>Screw Piles Limited Walnut Tree Farm Aylsham Road, Swanton Abbott, Norwich NR10 5DL</p> <p>Form of Contract: As main Contract</p>	Foundation Piling
3.	<p>M D Hanafin & Sons Ltd. Dallam Timber Yard, Sandside Road, Milnthorpe, Cumbria, LA7 7HH</p> <p>Form of Contract: As main Contract</p>	Fencing and Gates
4.	Form of Contract:	