



NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Eastern Hub

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Land & Water Services Ltd
For	Packages of work relating to the Navigation Capital Programme for 2020/21, and including the following projects:- Package 1 <div style="background-color: black; width: 100px; height: 15px; display: inline-block;"></div> Days Lock Gate Replacement Unscoped work - Caversham Weir 'C' Wingwall Repair
	Contract Forms <ul style="list-style-type: none"> - Contract Data - The Contractor's Offer and Client's Acceptance - Price List - Scope - Site Information - Site Specific Packs

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Kings Meadow House, Kings Meadow Road, Reading, Berkshire. RG1 8DQ	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Are described in the Contract Data section of the Site Specific Packs	
The <i>site</i> is	Described in the Contract Data Section of the Site Specific Packs	
The <i>starting date</i> is	1 st September 2020	
The <i>completion date</i> is	31 st March 2021	
The <i>delay damages</i> are	[REDACTED]	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	104	weeks after Completion
The <i>defects correction period</i> is	24	hours
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.

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 *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to £100,000

The *Client* 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 £5,000,000 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 (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 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:	

	<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 • 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 30 June 2020.'</p>

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 327,798.46

Enter the total of the prices from the Price Lists. This should be the total of all the projects listed below.

Signed on behalf of the *Contractor*

Name 

Position Project Manager

Signature 

Date 25/08/20

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.

Note: The *Contractor* must satisfy themselves that they have priced for the whole of the scope for each project in a package. It will be assumed that this is the case whether or not the item appears on the Price List. If the *Contractor* is of the view that items do not appear on the Price List they are able to add them below.

Each project within each package must be priced separately. The *Contractor* must provide prices for all projects within all four packages of work.

Our intention is to award individual packages to a single *Contractor*. However, if a *Contractor* can demonstrate efficiency in delivering more than one package within the constraints of the programme, we are willing to consider this and award more than one package to a single *Contractor*.

Package 1

Days Lock Gate Replacement (ENV0001844C)

Item Number	Description	Unit	Quantity	Rate	Price
1	Preliminaries and supervision	1	item		██████
2	Preparation of a detailed Construction Phase Plan (CPP) in accordance with the SHEW Code of Practice and any other information critical to be produced and accepted by the <i>Client</i> before commencement on site. The production of a Waste Management Plan. Maintenance and adherence to the Environmental Action Plan (EAP).	1	item		██████
3	All licences, permits and approvals necessary to complete the scope of works (<i>Contractor</i> to detail)	1	item		██████
4	Detailed design	1	item		██████
5	GPR survey of areas of intrusive works and other areas as deemed necessary by <i>Contractor</i>	1	item		██████
6	A specific GPR survey of the left bank chamber walkway above the chamber wall leakage point and summary report.	1	item		██████

7	Precondition photographic survey of working areas and access routes and photographs and video footage both prior to removal of the old lock gates and after installation of the new gates for comparative purposes	1	item		██████
8	Mobilisation and establishment of works and reinstatement on completion	1	item		██████
9	Supply and install new timbers to replace the missing/rotten timber fenders on the head layby moorings (weir stream)	1	item		██████
10	Supply and install a new ladder to replace the damaged upstream ladder on the head layby (lock cut)	1	item		██████
11	Supply and install new timbers to replace the missing/rotten timber fenders on the head layby (lock cut)	1	item		██████
12	Break out and repair spalled concrete on the coping of the right-bank head bullnose.	1	item		██████
13	Repair small area of concrete adjacent to survey pin within yellow hatching on right-bank head bullnose.	1	item		██████
14	Fish rescue to be carried out prior to dewatering	1	item		██████
15	Remove old gates and transport to the Environment Agency depot at Osney Yard, Oxford	1	item		██████
16	Remove and retain existing walkway structures from head and tail gates for reinstatement on new gates	1	item		██████
17	Remove existing walkway surface from head and tail gate walkway structures, and replace with GRP decking	1	item		██████
18	Install four (head and tail) new timber gates supplied by Client	1	item		██████
19	Re-fit collar strap arrangement to new head and tail gates	1	item		██████
20	Provision to undertake testing of the new gates to ensure that they are fit for purpose	1	item		██████
21	Break out, re-design and rebuild anchor plate foundation block adjacent to head gates on right bank	1	item		██████
22	Design and carry out suitable localised high strength patch repairs to the tail gate hollow quoins and gate recesses on the left and right banks	1	item		██████
23	Supply and fit replacements for missing nuts on coping timbers inside the lock chamber	1	item		██████
24	Supply new FSC tropical hardwood timbers for base of downstream right bank bullnose	1	item		██████
25	Remove existing exposed fixings from base of downstream right bank bullnose	1	item		██████
26	Install new timbers at base of downstream right bank bullnose	1	item		██████
27	Cut down and re-cast concrete coping on right bank tail bullnose coping (weir stream side)	1	item		██████
28	Repair missing concrete adjacent to top of vertical timber on left bank tail approach	1	item		██████
29	Break out and repair concrete delamination on left bank tail anchor block	1	item		██████
30	Remediate area of localised settlement on the left bank tail bullnose	1	item		██████
31	Reseal three cracks in tarmac in walkway outside the lock office.	1	item		██████

32	All surplus wastes generated by the works to be disposed of off-site in accordance with the current Waste Management Regulations.	1	sum		■
33	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	item		■■■■■
34	Completion of the Environment Agency's Carbon Calculator and Carbon Optimisation Report to inform the design stage, and a Carbon Calculator and Final Carbon Report for the 'as built' project to be provided within a month of project completion.	1	item		■■■■■
35	Concrete crack repair: rate per 500mm length of crack (Contractor to take the risk within the rate of the width/depths of repair). Rate only, not to be include within the Price.	1	item	■■■■■	■
36	Concrete delamination/spalling repair: rate per 22,500mm ² (i.e. equivalent to an area 150 x 150mm) (Contractor to take the risk within the rate of the depth of repair). Rate only, not to be include within the Price.	1	Item	■■■■■	■■■■■
	For Contractors use				
The total of the Prices					■■■■■
Unscoped work					
Caversham Weir 'C'					
Item Number	Description	Unit	Quantity	Rate	Price
	This is unscoped work, and no prices are required at this time. This note is to advise that should this project proceed it will be dealt with within the terms of the contract as a Compensation event				
	For Contractors use				
The total of the Prices					
The method and rules used to compile the Price List are:					
Civil Engineering Standard Method of Measurement 4 th edition (CESMM4) as per the Framework Price Workbook.					

Scope

1. Description of the works

For works descriptions for each of the projects within the four packages, please refer to the Site Specific Packs for each project.

All replacement timbers used on the works must be new FSC Approved Sustainable Hardwood (Ekki). The use of new tropical hardwoods requires Sustainable Business Case approval, which the *Client* will obtain, however, the *Contractor* must be compliant in all areas of reporting and record keeping and submit evidence of FSC certification etc. to the *Client* prior to completion of the works.

For each project, the *Contractor* must prepare a detailed Construction Phase Plan (CPP) in accordance with the SHEW Code of Practice and any other information critical to be produced and accepted by the *Client* before commencement on site. Note: A suitably developed Construction Phase Plan must be issued for approval not less than 10 days prior to planned mobilisation. Please refer to the Pre-Construction Information (PCI) at Appendix 7 for further clarification of requirements.

A GPR survey of areas of intrusive works, and other areas as deemed necessary by the *Contractor* e.g. this could include survey of access routes where heavy plant is likely to be required to operate over possible service routes, is to be carried out prior to works commencing on site in accordance with the SHEW Code of Practice.

The *Contractor* must produce a Site Waste Management Plan (SWMP). The *Contractor* is to allow for the cost associated with waste not suitable for reuse within the permanent works. This must be disposed of off-site in accordance with the site specific Site Waste Management Plan (SWMP) and the current Waste Management Regulations.

Maintenance and adherence to the Environmental Action Plan (EAP) is also a requirement. (See Appendix 2 for project specific EAPs).

Upon award, the *Contractor* will satisfy himself with all dimensions for all works.

The *Contractor* must accept any risk surrounding likely damage caused by his method of working for all works.

The *Contractor* is to cost for all preliminary activities and supervision including welfare, site accommodation etc.

The *Contractor* must independently obtain and include all costs associated with any environmental permits, licences and approvals required to deliver the works.

The *Contractor*, as Operator, will in accordance with clause Z2.2 be required to sign and pay for the Flood Risk Activity Permit (FRAP). The *Contractor* will need to prepare and submit the FRAP application (which will be required for each project) within a week of Contract Award to enable works to start on site in line with the timescales set out in Section 5 of this Contract.

The *Contractor* will carry out detailed design and submit drawings of the proposed works to the *Client* for approval with at least 10 days allowed in the programme for review.

The *Contractor* shall include any temporary works required to undertake the *Contractor's* method of working as deemed necessary to meet the works scope.

A detailed photographic record of access routes and all working areas (including vertical and horizontal alignments and close proximity photos of elements of the structure included in the scope of works e.g. alignment of top of fender with existing concrete walkway) must be carried out by the *Contractor* prior to works commencing on site and provided to the *Client*.

Public Safety Risk Assessments (PSRAs) are included within the Site Information (Appendix 6). The design for each project must be approved by the *Client*, including the Environment Agency’s PSRA Assessor, and time allowed in the programme for review.

All access routes and working areas must be reinstated on completion of the works.

Prior to completion and for each project, a suitably developed Health and Safety File (the required template is at Appendix 8) must be issued to the Principal Designer along with 'as built' drawings (provided in CAD and pdf format) showing any changes from the original approved design.

The *Contractor* will be provided with a completed Carbon Calculator for the preferred option for each project (Appendix 10). This is the Environment Agency’s tool for assessing whole life carbon. In order to support the *Client* in cutting carbon emissions, the *Contractor* must complete and provide to the *Client* an updated Carbon Calculator and Carbon Optimisation Report which should be produced at the design stage to inform the design i.e. to reduce carbon where possible for each project, and an ‘as built’ Carbon Calculator and Final Carbon Report for each project within one month of completion of the works.

For the purposes of this contract, flooding is considered to be weather and is included within Clause 60.1(9)

The Information Delivery Plan (IDP) is a schedule of how the *Client* expects data to be shared between the *Client* and the *Contractor(s)* working on the project as part of Building Information Modelling (BIM). The *Contractor* must ensure that this protocol is adhered to. It reflects the information that is already held for each project and the information that the *Client* expects to receive from the *Contractor*.

The IDP is hosted on Asite and is accessible by the *Client* as well as the *Contractor* following award. A copy of the IDP is included in the tender package (Appendix 3). The *Contractor* should provide a marked up IDP **within 3 weeks of contract award**.

2. List the drawings that apply to the contract.

Drawings will be included within the site specific packs

3. Specifications

Any specifications that relate to particular projects will be included within the site specific packs

Title	Date or Revision	Tick if publicly available
The civil engineering works are to be constructed to the ‘Civil Engineering Specification for the Water Industry, Seventh Edition’, published by the Water Industry Research Ltd in 2011.	7 th Edition	Yes

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

General Constraints

The projects have been screened by the Environment Agency's National Environmental Assessment Service (NEAS) as low risk, however, the *Contractor* should manage all activities in line with the Environmental Action Plan (EAP) for each project to minimise and mitigate environmental risks e.g. pollution.

The Pollution Prevention Emergency Plan is retained at the lock and can be viewed by the *Contractor*.

The proposed works are cleared for development under The Town and Country Planning (General Permitted Development) (England) Order 2015.

The *Contractor* will ensure that a good level of communication is maintained with the project team and the lock keeper and any relief lock staff for each project, as well as members of the public, so that the *Contractor's* activities whilst carrying out the works are mutually understood. However, formal public relations shall be managed by the *Client*. The *Contractor* shall notify the *Client* of all press or media enquiries.

The *Contractor* shall notify the *Client* of any issues that may affect residents or the public and the dates and times of expected disturbances.

The *Contractor* (or any of his *Sub Contractor*s or suppliers) shall not publish information about the works or use the site to demonstrate equipment or material to third parties without the written acceptance of the *Client*.

The *Contractor* shall notify the *Client* of any meetings requested by third parties so that the *Client* has the option to attend or send a representative. The *Contractor* shall record all meetings and agreements with third parties and shall notify the *Client* of all details.

The *Contractor* shall erect at the start of the Contract and remove at the end of the Contract two notice boards on site (these will be provided by the *Client*). The notice boards shall be erected on Environment Agency land unless otherwise directed by the *Client*. The *Contractor* shall agree the locations of the notice boards with the *Client*. The boards shall be securely fixed to site fencing and clearly visible to the public.

The *Contractor* shall not undertake or allow billposting or advertising of any kind in connection with the works without the written consent of the *Client*.

Access must be maintained at all times to the lock, lock house, other buildings and operational plant and areas on the lock/weir side not affected by the works.

The *Client* may have telemetry and electrical supply equipment cabinets and other buildings within the lock/weir area. These services are critical and should be avoided/protected from damage during the works. The *Client* may need access to these for operation and maintenance purposes so access should be maintained.

Due to the proximity of the locks and weirs to residential housing at some of the sites, noise levels shall be monitored and kept to a minimum whenever possible.

The *Contractor* needs to maintain safe public access/interface during the construction works and implement appropriate safety measures to manage this risk. The Thames Path or other public rights of way cross or run adjacent to all the lock and weir sites, this must therefore be considered within a site specific Traffic Management Plan and access along them must be maintained. Note: The Thames Path must not be closed or diverted without consent from the local authority and it is unlikely that consent would be forthcoming unless a suitable diversion can be found.

The Environment Agency will advertise that some disruption to boat traffic may occur as a result of the works at Teddington Weir and Iffley (Hinksey) weirs. At these sites, access along the River Thames for boaters must be maintained at all times. At all the other sites (Abingdon, Cookham and Days locks) lock closures will be in place for the duration of the works.

All temporary works and access arrangements around them will be sole responsibility of the *Contractor* and should be priced in the tender submission.

Working times

Working hours shall be as follows:

07:30 to 18:00 Monday to Friday (other than for piling activities)

0800 to 18.00 Monday to Friday for piling activities

No work will be permitted outside of these hours or on Public Holidays without the prior written acceptance of the *Client*.

Delivery restrictions are limited to normal working hours as stated above.

5. Requirements for the programme

The *Contractor* must submit a programme with the *Contractor's Offer* for acceptance. The *Contractor* must show on each programme submitted for acceptance (in form of a Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed equipment and labour resources) the following:

- a) Period required for mobilisation/planning and post contract award
- b) Design activities
- c) Contract starting date
- d) Construction starting date
- e) Each of the activities listed within the Price List/Scope
- f) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents e.g. FRAP/waste permits;
- g) Completion date
- h) Anything required from the *Client*

Following contract award, a programme is to be submitted every 4 weeks for acceptance by the *Client*

- Time is a key programme constraint on this Contract. Construction is to be started no sooner than the 2nd November 2020 and completed no later than 19th March 2021.
- Suggested site set-up between 26th October and 30th October 2020.

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
Not applicable	-

Site Information

For Site Information relating to the projects within the three packages, please refer to the Site Specific Packages

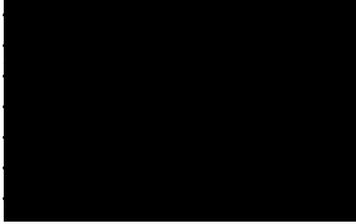
General Site Information

The Pre-Construction Information (PCI) for each site contains relevant site information. *Contractors* should be aware that this includes information relating to areas within Environment Agency ownership that are excluded from *Contractor* access. Further, the PCI also contains information on suggested areas where the *Contractor* may provide a site compound. It should be noted that any such suggestions do not constitute scope or

represent an instruction. The PCI also contains information on available welfare, however, if this is not sufficient or not required then the *Contractor* should provide their own.

Information on river levels for all sites is contained in Appendix 10.

Proposed sub-contractors

	Name and address of proposed <i>Sub-contractor</i>	Nature and extent of work
1.	 Form of Contract: NEC contract back to back with framework contract	Provision of temporary and permanent works design
2.	 Form of Contract: NEC contract back to back with framework contract	Design, fabrication and installation of walkway to Abingdon (not including piles) and solution to hazard at Cookham with regards to central gates
3.	 Form of Contract: NEC contract back to back with framework contract	Specialist labour only provision with regards to gate exchange at Day's Lock and cill repair at Abingdon
4.	Form of Contract:	