

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Northern Hub Lot 1

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And



For

Atherton Lake Phase 2

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	[REDACTED]	
Address for electronic communications	[REDACTED] [REDACTED]	
The <i>works</i> are	Embankment investigation to identify if further repair is needed. Bank revetment repairs at two locations with green/grey engineering solutions. Design and installation of staircases at two locations on existing embankment.	
The <i>site</i> is	[REDACTED] NGR: SD6652901072	
The <i>starting date</i> is	To be determined by the successful contractors programme but no earlier than 1st July 2020.	
The <i>completion date</i> is	To be determined by the successful contractors programme but no later than 31 st March 2021..	
The <i>delay damages</i> are	[REDACTED]	Per day
The <i>period</i> for reply is	[REDACTED]	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.
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		
The <i>Client</i> provides this insurance		
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>		The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials		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 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 in respect of every claim	6 years following Completion of the whole

		without limit to the number of claims	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 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		

	<ul style="list-style-type: none"> • 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	Disposal of material Rate
Z12.1	<p>The <i>Contractor</i> will provide waste tickets for the material to be disposed.</p> <p>An agreed density between the <i>Contractor</i> and the <i>Client</i> will be discussed.</p> <p>The disposal rate at which the Environment Agency will pay the <i>Contractor</i> will be dependent on the results of the silt analysis.</p> <p>Therefore, if the analysis shows the waste as inert, the Environment Agency will pay a non-hazardous waste disposal rate. If the waste contains is classified as hazardous, the Environment Agency will pay a hazardous waste disposal rate.</p>

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	[REDACTED]	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are		
category of person	unit	Rate
Contract Manager	hr	[REDACTED]
Site Manager	hr	[REDACTED]
H&S Manager	hr	[REDACTED]
The published list of Equipment is		CECA
The percentage for adjustment for Equipment is		[REDACTED]

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

[REDACTED]

of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date 14th October 2020

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

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
1.	Embankment Investigation				
1.01	Waste Analysis. For clarification and verification. Supplied in PDF format.	Item	1		
1.02	Mobilisation, Demobilisation and Prelims.	Item	1		
1.03	Site Supervision	Item	1		
1.04	Temporary Access Requirements	Item	1		
1.05	Investigation of embankment by trial pits to assess if repairs are required. This is for provision of information only at this stage. Supplied in PDF format.	Item	1		
2.	Staircase Installation				
2.01	Waste Analysis. For clarification and verification. Supplied in PDF format.	Item	1		
2.02	Detailed Design of three staircases supplied in AutoCAD and PDF format.	Item	1		
2.03	Design Review for Staircases prior to Construction	Item	1		
2.03	Application for Environmental Permit from the Environment Agency (All works to form one permit application).	Item	1		
2.04	Mobilisation, Demobilisation and Prelims.	Item	1		
2.05	Site Supervision	Item	1		
2.06	Temporary Access Requirements.	Item	1		
2.07	Disposal of excavated material to appropriately licensed landfill site.	m³	10		
2.08	Installation of three staircases.	Item	1		
2.09	Creation of two ramps on embankment	Item	1		
2.10	Landscaping and site reinstatement.	Item	1		
2.11	Asset condition survey post works, including as built drawings, topographic survey and Health	Item	1		

	and Safety File. Copies of the reports to be issued to the Employer.				
3.	Revetment Repairs				
3.01	Waste Analysis. For clarification and verification. Supplied in PDF format.	Item	1		
3.02	Detailed Design of coir or rock roll revetment repairs supplied in AutoCAD and PDF format.	Item	1		
3.03	Application for Environmental Permit from the Environment Agency (All works to form one permit application). Included above in 2.03.	NA	NA	NA	NA
3.04	Mobilisation, Demobilisation and Prelims.	Item	1		
3.05	Site Supervision	Item	1		
3.06	Temporary Access Requirements.	Item	1		
3.07	Disposal of excavated material to appropriately licensed landfill site.	m ³	20		
3.08	Coir or rock roll revetment repairs at two locations.	Item	1		
3.09	Landscaping and site reinstatement.	Item	1		
3.10	Asset condition survey post works, including as built drawings, topographic survey and Health and Safety File. Copies of the reports to be issued to the Employer.	Item	1		
3.11	Removal of existing tree within location of Left bank upstream revetment and backfill void.	Item	1		
4.	New Gate and Resurfacing works.				
4.01	Waste Analysis. For clarification and verification. Supplied in PDF format.	Item	1		
4.02	Detailed Design of new gate supplied in AutoCAD and PDF format.	Item	1		
4.03	Application for Environmental Permit from the Environment Agency (All works to form one permit application). Included above in 2.03.	NA	NA	NA	NA
4.04	Mobilisation, Demobilisation and Prelims.	Item	1		
4.05	Site Supervision	Item	1		
4.06	Temporary Access Requirements.	Item	1		
4.07	Disposal of excavated material to appropriately licensed landfill site.	m ³	5		
4.08	Installation of gate.	Item	1		
4.09	Resurfacing works.	Item	1		
4.10	Landscaping and site reinstatement.	Item	1		
4.11	Asset condition survey post works, including as built drawings, topographic survey and Health and Safety File. Copies of the reports to be issued to the Employer.	Item	1		
5.	Bar Barrier Installation at Site Entrance				
5.01	Detailed Design of new barrier supplied in AutoCAD and PDF format.	Item	1		
5.02	Application for Environmental Permit from the Environment Agency (All works to form one permit application). Included above in 2.03.	NA	NA	NA	NA

5.03	Mobilisation, Demobilisation and Prelims.	Item	1		
5.04	Site Supervision	Item	1		
5.05	Temporary Access Requirements.	Item	1		
5.06	Installation of Bar Barrier	Item	1		
5.07	Landscaping and site reinstatement.	Item	1		
5.08	Asset condition survey post works, including as built drawings, topographic survey and Health and Safety File. Copies of the reports to be issued to the Employer.	Item	1		
6.	Resurfacing Works Replacement				
6.01	Detailed Design of new resurfacing works replacement in AutoCAD and PDF format.	Item	1		
6.02	Application for Environmental Permit from the Environment Agency (All works to form one permit application). Included above in 2.03.	NA	NA	NA	NA
6.03	Mobilisation, Demobilisation and Prelims.	Item	1		
6.04	Site Supervision	Item	1		
6.05	Temporary Access Requirements.	Item	1		
6.06	Replacement of cell pave with grasscrete.	m2			
6.07	Landscaping and site reinstatement.	Item	1		
6.08	Demobilisation.	Item	1		
6.09	Asset condition survey post works, including as built drawings and topographic survey. Copies of the reports to be issued to the Employer. Supplied in PDF format.	Item	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.

1. Description of the <i>works</i>

Give a detailed description of what the <i>Contractor</i> is required to do and of any work the <i>Contractor</i> is to design.

[illegible]

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>.
A Principal Designer has been appointed under the CDM Regulations 2015.
The <i>Contractor</i> is not permitted to work on weekends or bank-holidays without prior written authorisation from the <i>Client</i> .
The <i>Contractor</i> shall state in their tender submission all assumptions made relating to access and egress and work activities that are reliant on access agreements. Details of the Land Registry are within Appendix B . Specific details relating to landowners, access and easements included in PCI.
The <i>Contractor</i> will include in their programming a period of one week for design acceptance, after submitting their design proposals to the <i>Client</i> .
A bespoke Environmental Permit will be required from The Environment Agency in order to undertake the works. The <i>Contractor</i> must apply for the permit prior to the work commencing. Application forms can be obtained from direct.gov.uk. The cost of the permit application must be factored into the tender submission.
The <i>Contractor</i> must ensure that appropriate consents/permits including highways permits are granted from the Local Authority and other relevant agencies where required. The associated costs of these applications must be included in the tender response.
The <i>Contractor</i> carries out all preparatory and preliminary works.
The <i>Contractor</i> disposes of all waste off site, unless agreed otherwise with the <i>Client</i> .
The <i>Contractor</i> attends one pre-design commencement meeting at <i>Client</i> offices, Sale or Warrington. Attendance will be required from at least the designer with overall responsibility for the design under this contract, and a member of the construction team with overall responsibility for the whole of the <i>works</i> .
The <i>Contractor</i> attends one design review meeting at <i>Client</i> offices, Sale or Warrington. Attendance will be required from at least the designer with overall responsibility for the design, a member of the construction team with overall responsibility for the whole of the <i>works</i> and the supervisor responsible for constructing the <i>works</i> .
The <i>Contractor</i> attends one pre-construction meeting at <i>Client</i> offices, Sale or Warrington. Attendance will be required from at least the designer with overall responsibility for the design, a member of the construction team with overall responsibility for the whole of the <i>works</i> and the supervisor responsible for constructing the <i>works</i> .
The <i>Contractor</i> must not spread any non-native invasive species whilst removing trees and stumps. Working in contaminated areas must be ordered last to reduce the risk of spreading the species. The waste of which should be left in the working area to reduce risk of spreading. The area should then be cordoned off to avoid contamination.
The <i>Contractor</i> must take pre-cautionary measures when working near the transformer and underground cables adjacent to the embankment.
Working times: The <i>Contractor</i> will be permitted to work between 8.00am and 8.00pm on weekdays (Monday to Friday). The <i>Client</i> must be contacted initially should the contractor want access outside these hours.
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 <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).
<div style="background-color: black; height: 60px; width: 100%;"></div> <div style="background-color: black; height: 50px; width: 100%;"></div> <div style="background-color: black; height: 30px; width: 100%;"></div> <div style="background-color: black; height: 20px; width: 100%;"></div>

(c) [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

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


[REDACTED]

	Date by which it will be provided
[REDACTED]	At least one week prior to works commence.
[REDACTED]	With this contract

Site Information

Pre-Construction Information

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.		Design
2.	TBC	Fencing
3.		