

# NEC4 Engineering and Construction

## Short Contract

FCRM Operational Framework – Midlands Hub

A contract between

The Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

And

For

WM Asset Decommissioning

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	<div></div> <div></div> <div></div> <div></div>	
Address for electronic communications	<div></div>	
The <i>works</i> are	To provide a methodology for, and to carry out, demolition of two asset buildings at Marston on Dove and Rochester Churnet. These buildings are no longer required and require removal to the natural substrate.	
The <i>sites</i> are	<div></div> <div></div> <div></div> <div></div> <div></div> <div></div>	
The <i>starting date</i> is	To be determined by the successful <i>Contractor's</i> programme, but no earlier than <div></div> <div></div>	
The <i>completion date</i> is	To be determined by the successful <i>Contractor's</i> programme, but no later than <div></div> <div></div>	
The <i>delay damages</i> are	£100	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) <b>does</b> 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.
<b>Insert a rate only if a rate less than 0.5% per week of delay has been agreed.</b>		
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	
<b>Insurance Table</b>		
<b>Event</b>	<b>Cover</b>	<b>Cover provided until</b>
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 £500,000 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 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:	

	<p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
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.
Z30.0	<p>Material Price Volatility</p> <p>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%.</p>
Z30.1	<p>Defined terms</p> <p>a) <b>The Latest Index (L)</b> 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) <b>The Price Volatility Provision (PVP)</b> 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) <b>Material Factor (MF)</b> 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 30 June 2023 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	Compensation Events



The *Contractor* 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.

Assessment Date	Defined Cost?	Forecasted Cost?
31 <sup>st</sup> Jul 21	In period costs only	No
31 <sup>st</sup> Aug 21	In period costs only	No
30 <sup>th</sup> Sept 21	In period costs only	No
31 <sup>st</sup> Oct 21	In period costs only	No
30 <sup>th</sup> Nov 21	In period costs only	No
31 <sup>st</sup> Dec 21	In period costs only	No
31 <sup>st</sup> Jan 22	In period costs only	No
28 <sup>th</sup> Feb 22	In period costs only	No
31 <sup>st</sup> Mar 22	In period costs only	No
30 <sup>th</sup> Apr 22	In period costs only	No
31 <sup>st</sup> May 22	In period costs only	No
30 <sup>th</sup> Jun 22	In period costs only	No
31 <sup>st</sup> Jul 22	In period costs only	No
31 <sup>st</sup> Aug 22	In period costs only	No
30 <sup>th</sup> Sept 22	In period costs only	No
31 <sup>st</sup> Oct 22	In period costs only	No
30 <sup>th</sup> Nov 22	In period costs only	No
31 <sup>st</sup> Dec 22	In period costs only	No
31 <sup>st</sup> Jan 23	In period costs only	No
28 <sup>th</sup> Feb 23	In period costs only	No
31 <sup>st</sup> Mar 23	In period costs only	No
30 <sup>th</sup> Apr 23	In period costs only	No
31 <sup>st</sup> May 23	In period costs only	No
30 <sup>th</sup> 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	8	%
The people rates are	As per the lot 1 workbook	
category of person	unit	rate
The published list of Equipment is		Lot 1 workbook
The percentage for adjustment for Equipment is		8%



# 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*

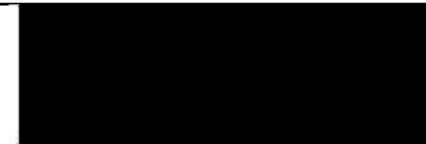
Name



Position



Signature



Date



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
1	2 no. site visits with project team	Sum			
2	2 no. Method Statements	Sum			
3	Full Programme showing Works for each location	Sum			
4	2 no. Site Waste Management Plan	Sum			
5	2 no. Traffic Management Plan	Sum			
6	2 no. Site establishment	Sum			
7	2 no. Site welfare	Sum			
8	Weekly attendance at progress calls	Sum			
9	Supporting permitting process	Sum			
10	Production of all other Construction delivery related documentation (eg CPP, EAP, PCI, DRA etc)	Sum			
	<b>Marston on Dove:</b>				

11	Remove masonry walls	Sum			■■■■■
12	Assessment to establish suitability of masonry walls to use as fill	Sum			■■■■■
13	Remove traditional roof with concrete tiles	Sum			■■■■■
14	Assessment to establish suitability of roof tiles to use as fill in stilling well	Sum			■■■■■
15	Unbolt and remove door from site	Sum			■■■■■
16	Remove electrics from site	Sum			■■■■■
17	Remove windows and steel panels	Sum			■■■■■
18	Remove base slab	Sum			■■■■■
19	Remove concrete and secondary path	Sum			■■■■■
20	Land surrounding path to be suitably graded	Sum			■■■■■
21	Remove perimeter fence from site	Sum			■■■■■
22	Attend weekly progress calls	Sum			■
23	Produce deliverable documents	Sum			■■■■■
	<b>Rocester Churnet:</b>				
24	Remove GRP structure	Sum			■■■■■
25	Remove stilling well from site to below the underside of base slab level and back fill with inert material and cap	Sum			■■■■■
26	Walls to be removed.	Sum			■■■■■
27	Testing to establish suitability of walls to use as fill	Sum			■■■■■
28	Base slab to be removed.	Sum			■■■■■
29	Stability of slope to rear to be investigated prior to work starting.	Sum			■■■■■
30	Remove path and steps.	Sum			■■■■■
31	Land surrounding path to the suitably graded.	Sum			■■■■■
32	Perimeter wooden fence and gate to removed	Sum			■■■■■
<b>The total of the Prices</b>					■■■■■

The method and rules used to compile the Price List are:

Civil Engineering Standard Method of Measurement 4<sup>th</sup> edition (CESMM4) as per the Framework Price Workbook.

# Scope

## 1. Description of the works

### Background

In the West Midlands area two Hydrometry and Telemetry (H&T) assets have been identified for decommissioning as they are no longer being utilised. As a result of their lack of use, the buildings and infrastructure are falling into disrepair and they pose a risk to staff, public and the surrounding area.

The two locations are Marston on Dove and Rocester Churnet, please refer to site information for more details.

### Scope of works

The main objective of the contract is to remove maintenance and Public Service Risk Assessment responsibilities for the *Client*. This will be achieved through design development of the information for Marston on Dove and Rocester Churnet provided in the Decommissioning Feasibility Reports (Apps A,B). This will then lead on to developing a methodology for demolition and removal of the assets in these two locations.

### Detailed Requirements

The *Contractor* attends a site visit to both locations with the project team towards the start of the commission to gain an understanding of the site conditions and requirements. The *Contractor* identifies the physical, operational and access constraints and opportunities, to discuss operational considerations and to inform the methodology process. The *Contractor* shall develop a detailed design based on the outcomes of the information provided and gaining site knowledge which will be submitted to the *Client* for acceptance two weeks, before construction commences. The design drawings shall be submitted in both DWG and PDF format with other design documentation produced and submitted in formats that the *Contractor* deems appropriate.

Objectives for Marston on Dove Cableway Building are to reduce the maintenance requirements in this location by the *Contractor* completing the following:

1. Remove masonry walls
2. Remove the roof
3. Unbolt and remove the door
4. Remove window and steel panels
5. Remove base slab

6. Remove concrete and secondary path with surrounding land to be suitably graded back
7. Remove perimeter fence
8. Remove and safely dispose of battery

The objectives for Rocester Churnet gauging platform are to reduce the maintenance requirements in this location by the *Contractor* completing the following:

1. Remove the glass reinforced plastic structure
2. Remove stilling well and backfill with inert material
3. Remove the walls
4. Remove the base slab
5. Investigate stability of slope to rear for safe system of work and to leave in stable condition
6. Remove path and steps with surrounding land to be suitably graded back
7. Remove any Himalayan balsam if found within 5m of asset

Where the base slabs and paths are being removed, the substrate is made good and returned as near as possible to the surrounding environment including topsoiling and seeding with appropriate native species for Biodiversity Net Gain. Below ground structures are filled with locally won inert material where possible then finished with sub and topsoil layers and seeded. Efficiencies should be made by reusing some of the material from either asset for filling the stilling well once assessed, with potential for it to also be utilised in other EA projects or sold on. Unused materials are removed from site following the Site Waste Management Plan.

The *Contractor* submits the following for acceptance to the *Client's* Principal Designer for each location, two weeks prior to Works commencing:

9. Method Statement to be issued and accepted prior to any works commencing on site and should include the following:
  - Site establishment - Works area requirements
  - Safe and viable access routes to each site as part of Traffic management and people plant interface Plan (below)
  - Suitable locations for welfare facilities
  - Demolition method of the existing structures
  - Any lifting requirements
  - Materials storage and waste management
  - Temporary works
  - Construction health and safety considerations including provision for safe access and egress in case of flooding
  - Environmental protection considerations including management of INNS
  - Risk management
  - Any other activities identified
10. Programme
  - End to end programme to be issued on a monthly basis
11. Site Waste Management Plan (SWMP)
  - To include options for re-use or selling materials.
  - All waste materials to be managed in accordance with the SWMP
12. Traffic Management Plan
  - Liaise with the relevant authorities and gain necessary permits
13. Carbon reduction plan proportionate to the project
14. Attend one hour length fortnightly telecons with the *Client* and Principal Designer and one 2-hour length monthly progress meeting per month. This equates to three meetings per month for a total of 4 hours.
15. The *Contractor* provides information for the Health and Safety File, which includes any services found during the course of works, with any COSHH substances are buried during the works.

## 2. Drawings

List the drawings that apply to the contract.

See Feasibility Reports for asset building drawings.

Drawing Number	Revision	Title
211203-01-17	A	Marston on Dove Cableway Site Survey Plan
211203-01-18	A	Marston on Dove Cableway Building Survey Details
211203-01-16	A	Rocester Gauging Station Site Survey Plan

## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
LIT 13258 - Minimum technical requirements	Dec 2021	
LIT 16559 - Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (CoP)	June 2022	
Framework specifications:		



LIT 14605 – Whole Life (Construction) Carbon Planning Tool	July 2022 v7.7	
LIT 13879 – Minimum Technical Requirements – Landscape and Environmental Design	V3	

## 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*.**

Old River Dove, Marston on Dove Site of Special Scientific Interest is located 40m south-west of the Site. The Site is situated within the Impact Risk Zone of the SSSI. This constraint is not expected to significantly affect the scheme. – site info not here

The Marston on Dove Site is located entirely within Flood Zone 3, adjacent to the River Dove. This constraint is not expected to significantly affect the scheme, fluvial levels will be monitored and agreement for stopping work will be set out. Site info

Prior approval from the Council for the demolition of the Marston on Dove cableway building may be required, however, the building decommissioning is expected to be permitted development works.

Rocester Churnet is located adjacent to the B5030 so a Traffic Management Plan is essential and *Contractor* applies for and provides relevant permissions from Staffordshire County Council. – Also Site info

The building is adjacent to the River Churnet, located within Flood Zones 2/3. This constraint is not expected to significantly affect the scheme. – Site info

Prior approval from the Council for the demolition of the Rocester Churnet stilling well building may be required, however, the building decommissioning is expected to be permitted development works. The *Client* is making initial enquiries for this.

Access to both sites is via keys for gates, which will be provided by the *Client*.

Public access – footpath nearby Marston on Dove has people walking nearby but is not designated a PROW. Rocester Churnet (Uttoxeter, Staffs)\_SK1033938961 - is adjacent to the Churnet Way.

### Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

## 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 *works* is intended to be at their Completion as defined in clause 11.2(1).**

The *Contractor* submits the programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submit 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

The *Contractor* will update and submit the programme monthly

## 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

## Site Information

Please refer to App A\_2022-10-18\_Decommissioning Feasibility Report\_Marston on Dove and App B\_2022-10-18\_Decommissioning Feasibility Report\_Roicester Churnet for full details.

**Marston on Dove Location Ref: SK2357628875**

Consists of a brick cableway building, concrete tile roof, concrete base slab and wooden boundary fence.

See App C for Site Information Summary

Asbestos reports – See App E

**Roicester Churnet Location Ref: SK1033938961**

Consists of a fibreglass gauging station, containing a stilling well. There is a wooden boundary fence and access concrete path and slab. The boundary fence is adjacent to the riverbank.

See App D for Site Information Summary

Asbestos reports – See App F

## Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
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1.	Form of Contract:	
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	