

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – SE Hub

A contract between

**The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH**

And

ECS Engineering Services Ltd

For

Hurley Lock Toilet Block Decking Replacement

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	Horizon House, Deanery Road, Bristol, BS1 5AH.	
Address for electronic communications	https://defra.bravosolution.co.uk	
The <i>works</i> are	Removal of failed decking that grants access to the toilet block building, design and build new steps, decking and handrailing installation including disabled ramp. This work is required under PSRA (Public Safety Risk Assessment) to make safe for public use.	
The <i>site</i> is	Hurley Lock, Hurley, SL6 5NB	
The <i>starting date</i> is	31/08/2022	
The <i>completion date</i> is	23/12/2022	
The <i>delay damages</i> are	nil	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	104	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	5	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this		

definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	0.5	% per complete week of delay.
--------------------------------------	-----	-------------------------------

Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000
--	----------

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 £1,000,000..... in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

The <i>Adjudicator 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	<p>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.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
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	<p>Delete the text of Clause 60.1(11) and replace by:</p> <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

	<ul style="list-style-type: none"> • 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.
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) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, 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) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.</p> <p>c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.</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	<p>Compensation Events</p> <p>The <i>Contractor</i> shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event.</p>

Assessment Date	Defined Cost?	Forecasted Cost?
31 st Jul 21	In period costs only	No
31 st Aug 21	In period costs only	No
30 th Sept 21	In period costs only	No
31 st Oct 21	In period costs only	No
30 th Nov 21	In period costs only	No
31 st Dec 21	In period costs only	No
31 st Jan 22	In period costs only	No
28 th Feb 22	In period costs only	No
31 st Mar 22	In period costs only	No
30 th Apr 22	In period costs only	No
31 st May 22	In period costs only	No
30 th Jun 22	In period costs only	No
31 st Jul 22	In period costs only	No
31 st Aug 22	In period costs only	No
30 th Sept 22	In period costs only	No
31 st Oct 22	In period costs only	No
30 th Nov 22	In period costs only	No
31 st Dec 22	In period costs only	No
31 st Jan 23	In period costs only	No
28 th Feb 23	In period costs only	No
31 st Mar 23	In period costs only	No
30 th Apr 23	In period costs only	No
31 st May 23	In period costs only	No
30 th Jun 23	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	ECS Engineering Services Ltd	
Address for communications	Fulwood Road South, Sutton In Ashfield, Notts , NG17 2JZ	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is		%
The <i>people rates</i> are		
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

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 £93,493

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 2nd August 2022

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

Signed on behalf of the *Client*

Name

Position

Signature

Date	14 th September 2022

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	Preparation of a detailed Construction Phase Plan (CPP) and RAMS 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.	1	1		£2,500
2	Removal and disposal of old decking/materials	1	1		£6,500
3	Design and build new decking, handrailing and steps + ramp, DDA compliant using Composite decking/handrail material or GRP for sustainability with a metal frame as the support. Use concrete pads to set the frame on.	1	1		£80,493
4	Preparation of and provision of information to the Principal Designer	1	1		£2,500
5	Produce Health and Safety file information	1	1		£1,500
The total of the Prices					£93,493.00

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.

Please refer to scope of works,

1. Description of the works

Give a detailed description of what the **Contractor** is required to do and of any work the **Contractor** is to design.

Background

Hurley Lock is a busy River Thames lock site and has a lot of boat and pedestrian traffic through it. There is currently a building/structure used for storage and part of it as a public toilet block that has wooden decking wrapping around it to gain access to the doors into the building. There is also a set of wooden steps to the rear door of the building that belong to the Council and they are looking into these steps.

Through the Environment Agency Public Safety Risk Assessment (PSRA) this wooden decking, steps and ramp were failed due to wood rot and movement and have now been Red Carded upon further inspection and deemed unsafe for public use.

This has been cordoned off while the new structure can be installed. Please note, this site only has pedestrian access via a footbridge and Towpath, for construction and delivery to site this will be via footpath route or the River Thames to an allocated mooring point.

Scope of Work

The works will require the utility/toilet block Structure to have safe access for public usage.

This will require the **Contractor** to dismantle the failed old wooden decking and remove and dispose from site

A design and build new decking, ramp, handrailing and stair system to be made using the same footprint as previous decking. Handrail, stairs, ramp and decking in composite material, the framework using metal framework sat on concrete pads for stability and strength.

The agreed design needs to be constructed to give accessed areas into the building by foot and wheelchair (DDA Compliant).

Materials used need to be agreed with the **Client**. Composite or (GRP) materials or similar need to be used as suitable options for sustainability and longevity and for Environmental purposes. This is required to conform to current legislation for public use.

A plan of access routes and location on a Hazard map will be supplied with a PCI to winning contractor.

The **Client** will supply a PCI (Pre-Construction Information) document with relevant information of the work to be completed along with details of a PD (Principal Designer) if required who will work with us to review and discuss work to be carried out from the RAMS and CPP supplied by the Principal Contractor.

The **Contractor** shall be required to deploy signage to notify the public there is work being carried out in the area for safety reasons as there is a lot of public interaction walking along the Thames footpath.

Access to the site can be from the car park in the village and accessed via the footpath and bridge but will have public to contend with when transferring materials, alternatively access can be made via the River Thames on a boat.

The **Client** has the utility drawings for the site for the contractor.

An email is available from our permitting team saying that we do not need a FRAP for these works.

The **Contractor** shall be required to submit as built drawings and a Health and Safety File on completion of the works.

2. Drawings

List the drawings that apply to the contract.		
Drawing Number	Revision	Title
N/A		
3. Specifications		
List the specifications which apply to the contract.		
Title	Date or Revision	Tick if publicly available
4. Constraints on how the <i>Contractor</i> 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 <i>Client</i>.		
General Constraints		
The <i>Contractor</i> must have all the plant and equipment to undertake the work. This must include plant and equipment for redistributing the removed material or disposal as required. The <i>Client</i> will not be able to loan equipment for this project.		
The <i>Contractor</i> plans and undertakes the works in a way that allows ongoing use of the river for navigation purposes and with due regard for the safety of site operatives, the general public and existing structures.		
The <i>Contractor</i> complies with the Environment Agency's SHEW Code of Practice (Appendix 5).		
Construction Phase Plan		
The <i>Contractor</i> shall act as CDM Principal <i>Contractor</i> and prepare the Construction Phase Plan (CPP) in accordance with the CDM requirements and the Environment Agency's SHEW Code of Practice. The Contractor shall prepare an overarching CPP to cover the entire project. The <i>Contractor</i> shall prepare site-specific addenda to the overarching CPP for each site. The Contractor submits the Construction Phase Plan to the <i>Client</i> and Principal Designer as early as possible, but no later than 10 working days prior to the planned start of the construction phase. Works shall not commence until the Principal Designer on behalf of the Client deems the Construction Phase Plan compliant and the <i>Client</i> issues an instruction for commencement.		
Risk Assessment and Method Statement		

The *Contractor* shall provide a method statement describing how they intend to complete the works, including any pollution prevention measures. The method statement should consider flood risk, biodiversity, ecology and pollution prevention including disposal of any waste arising from the works. It should consider both permanent and temporary works.

Waste management

The *Contractor* is the producer of any waste material arising from the works and therefore complies with all relevant legislation. The *Contractor* prepares and issues a Site Waste Management Plan (SWMP) prior to commencement of the works. The *Contractor* updates this until Completion and makes it available for the *Client's* inspection on request. Waste Duty of Care information and permits are identified and obtained by the *Contractor*. Details of wastes generated and reused on the works and wastes removed from the Site are kept by the *Contractor* and used to update the 'actuals' section of the SWMP. The *Contractor* submits the completed SWMP to the *Client* on completion of the whole of the works. Waste disposal is done in accordance with the Site Specific Site Waste Management Plan (SWMP) and the current Waste Management Regulations.

Navigation

The *Contractor* plans and undertake the works in a way that allows ongoing use of the river for navigation purposes and with due regard for the safety of site operatives, the general public and existing structures. The Environment Agency will advertise that some disruption to boat traffic may occur because of the works. Access along the River Thames for boaters must be maintained at all times. The *Contractor* has sole responsibility for all temporary works and access arrangements. The *Contractor* must register all vessels used to deliver the works with the Environment Agency in compliance with Thames Navigation and General bylaws 1992. The *Contractor* is responsible for making all payments required for this registration. Details of the licencing requirements can be located on the www.gov.uk website (River Thames: boat registration charges - GOV.UK (www.gov.uk)).

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 his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which he submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

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

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item	Date by which it will be provided
Utility searches	As required

Site Information

Site location map

PCI (Pre-Construction Information) (to be supplied to the winning contractor).

Scope of Works

Hazard Map

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Cook Marine Form of Contract: Order	hire of floats and tug for transporting materials to site via river
2.	 Form of Contract:	

3.	Form of Contract:	
4.	Form of Contract:	