

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	
For	Cottage Farm Main Works_URN 1-21
	Contract Forms - Contract Data - The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance - Price List - Scope - Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is
Name	Environment Agency
Address for communications	Trentside Offices, Scarrington Road, West Bridgford, Nottingham, NG2 5FA

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Address for electronic communications		
The <i>works</i> are	Main works at Cottage Farm (Brentingby FSA)	
The <i>site</i> is	Area around the floodwall located at the back of private garden at Cottage Farm, Off Main Road, Brentingby, Melton Mowbray Nearest Postcode: LE14 4RX NGR: SK7854218671	
The <i>starting date</i> is	1 st June 2025	
The <i>completion date</i> is	28 th February 2026	
The <i>delay damages</i> are	nil	Per day
The <i>period for reply</i> is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <i>Adjudicator</i> is :		

In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an *Adjudicator*. 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		% per complete week of delay.
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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 Contract Price
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The <i>Client</i> provides this insurance	None
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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 Contract Price 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
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The <i>tribunal</i> is	litigation in the courts
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The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

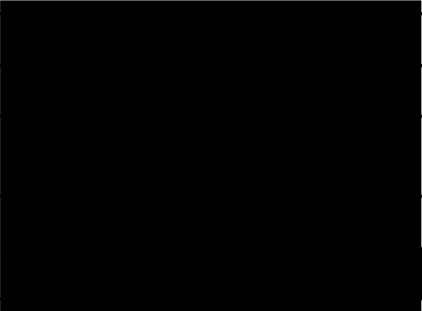

Only enter details here if additional conditions are required.

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 correct 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 • <p>Natural disaster</p>

	<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.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the Client's Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Forkers Ltd	
Address for communications		
Address for electronic communications		
The fee percentage is		%
The <i>people rates</i> are		
category of person	unit	rate
Project Manager		As per Framework rates
Quantity Surveyor		As per Framework rates
General Foreman		As per Framework rates
The <i>published list of Equipment</i> is		CECA Schedule of Dayworks
The <i>percentage for adjustment for Equipment</i> is		

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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 <i>Client</i>		
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.	Enabling works (searches, FRAPS etc)	sum			
2.	Mobilisation including CPP, RAMS etc	sum			
3.	Project and construction management	weeks			
4.	Detailed design	sum			
5.	Install and maintain welfare and access during the works	weeks			
6.	Rasin injection the wall	m			
7.	Ground works- Installation of cut-off trench along the wall including pipes sealing etc	m			
8.	CCTV survey	no			
9.	Post construction: H&S file incl. as built construction drawings, COSHH data, construction progress/ site photos etc				
10.	Liaison with the <i>Client</i> and any third party				
11.	Reinstatement upon completion back to pre-works conditions	sum			

Please note that the above Price List is indicative and will be used for tender assessment purposes only.

Upon appointment, the *Contractor's* Price List shall be adjusted to reflect the main activities and those included in the programme of *works*.

The total of the Prices

The method and rules used to compile the Price List are

Scope

1. Description of the *works*

As part of the East Midlands Asset Recovery Programme, the *Client* has identified floodwall at the Cottage Farm as an asset that incurred damage caused by winter storm events. The flood wall is located in the footprint of the Brentingby flood storage reservoir. The Ground Investigation (GI) works had been undertaken in 2024 to better understand the underlying problem. On this basis the *Client* has selected the preferred option that now requires a detailed design and after a final approval of design by the *Client*, the construction works are to follow.

The *works* shall be undertaken considering all required environmental, programme and cost considerations whilst also complying with all the relevant *Client* good practice and guidance. Where compliance is not possible, reasonable justification must be provided, and a written agreement shall be made with the *Client*.

Please note that the initial *start date* and *completion date* are indicative and subject to variation at contract depending on methodology and the *Contractor's* programme.

Background:

During the flood events in 2023/2024, water was witnessed piping through the floodwall from the wet side, surrounding the property in various locations. This included piping through the masonry joints (holes witnessed on site visit with the *Contractor* in April 2024) and water piping from the higher ground in the vicinity of the steps and base of the wall on multiple locations. Small cracks and holes with the masonry joints were witnessed during the site visit in April 2024.

Based on the visual assessment of the wall and review of existing information, the wall appears to be a double skinned natural stone wall with hand placed poorly compacted concrete infill that was carried out in small quantity of pours. These findings indicate that the as-built construction of the wall is porous, and the ground substrate is allowing piping of water ingress along the perimeter of the wall.

Length of wall is approx. 130mtrs in length and 1100 to 1300mm high. Approx. 600mm in width.

Based on the available photographs from the construction phase (Appendix A), there are numerous services passing under the flood wall that could contribute to piping ports i.e. foul runs from treatment plant, pipes to and from the surface water tank and wet well. Utility searches dated 18th September 2024 can be found in Appendix B.

The GI investigation works were carried out in 2024 with the output information shown in the factual report attached in Appendix C.

The topographical survey undertaken in 2024 can be found in Appendix D.

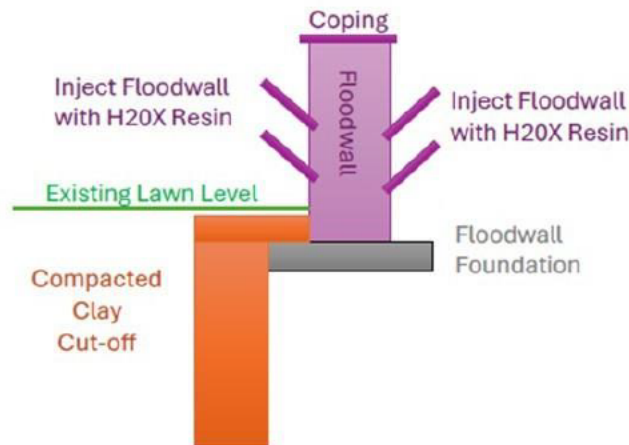
Project Scope

The *Contractor* shall:

1. Produce a detailed design of the proposed floodwall cut-off option. (As per *Client's* outline option and the borehole report)
2. Once approved by the *Client*, to carry out the main construction works to inject the resin into the wall and construct the clay cut off.
3. Chamber works – sealing around incoming and outgoing pipes of the pump chamber.
4. [REDACTED]
of the wall
5. [REDACTED]
specifying any remedial works.

Note: The *Contractor* is to work closely with the *Client's* appointed ECoW to undertake any necessary INNS brief preparation during delivery of the main works.

Proposed Floodwall Cut-Off Option



- 1) Excavate a min $\geq 450\text{mm}$ wide trench on the exposed face of the floodwall foundation slab down to a depth to be determined by SI results.
- 2) Backfill with compacted flood embankment construction clay. Backfill with clay fill or selected excavated material. Compacting in layers not exceeding 150mm. Compaction to follow Table 6/4 of the Specification for Highways Works
- 3) Cover compacted clay over top of foundation slab to a minimum depth of $\geq 270\text{mm}$.
- 4) For compaction use remote controlled sheep's foot twin roller as illustrated below.
- 5) Concrete plug surround - 5 number pipe crossings to prevent water ingress around outside of pipes.

All construction work must be compliant with all current *Client* Standards and industry best practice. Where [REDACTED] with the *Client*.

Works to include:

- [REDACTED]
during the main works
- Detailed design development
- Liaison with the *Client* and *Client's* Representatives
- Main construction works around the wall and the chamber
- CCTV survey
- Pre and post condition photos to be taken

- Returning site to original condition including disposal of any waste.
- FRAP applications for main works will be required and is within the *Contractor's* remit.



Allowance for track matting to minimise the damage and rutting caused by heavy equipment to the landowner's access and garden to be made.

Area to be brought back to the pre-works condition.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
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G5255/3036	Z	Brentingby Cottage Farm Asset Layout Plan
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3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes

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*.

Works are to be carried out in the residential area therefore the timing and the methods of working to consider the residents of the Cottage Farm.

It shall be noted the *Client's* Estate Team needs a week or so for land referencing, a week to prepare the Notice of Intended Entry and 10 days once the Notice is sent before the works can commence. Please advise the *Client* of the planned commencement date in advance and allocated sufficient time in your programme.

The works can disturb up to a maximum of 0.05ha*

ECoW applied a buffer and works easement for a digger on the wall and assumed likewise that all other storage etc can fall outside a 50m buffer and or on hard standing and in doing so, within 50m of the site it came roughly measured at 0.03ha.

Working times

The standard permitted to work by the *Contractor* hours are between 7.30am and 6.00pm on weekdays (Monday to Friday) however consideration shall be made as the location of *works* is at the back of a private garden, close to the private property.

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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 they 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*

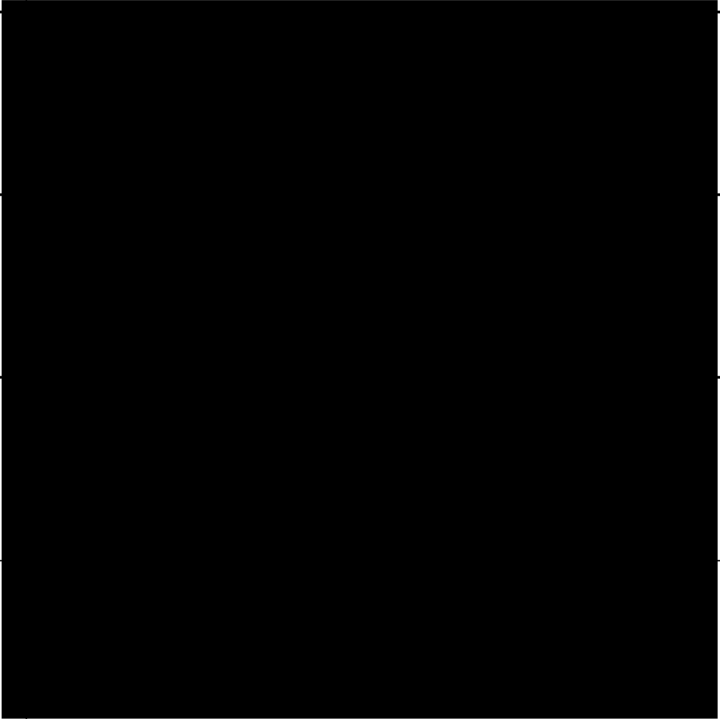
Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

Item	Date by which it will be provided
Pre-Construction Information document – all sites	As part of Tender package
Statutory Notices of Entry for access across the private land to access working area.	7 days prior to possession dates.
Available utility drawing plans, it will be the <i>Contractor's</i> responsibility to check and confirm on utilities on site particularly the private utility not showing during utility search request.	
Provide support to all communications with Landowners and tenants.	Where required
No Flood Risk Activity Permitting (FRAP) required for this project	Info only

Site Information

Appendix A- construction photos
Appendix B- NRASWA_18.09.24
Appendix C- Cottage Farm GI Factual Report
Appendix D- Topo survey _2024

Proposed sub-contractors

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

