

**What's this document  
about?**

FCRM Operational Framework  
Lot 1 NEC4 ECSC template

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**Who does this apply to?**

Area Operations

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**Contact for queries  
and feedback**

- [National Field Operations](#)
  - Anonymous feedback for this document can be given [here](#)
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# NEC4 Engineering and Construction

## Short Contract

### FCRM Operational Framework – Central Hub

**A contract between**

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

**And**

**For**

**Grange Farm River Restoration, River Witham**

#### **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		
Address for electronic communications		
The <i>works</i> are	Floodplain remodelling to enhance river corridor habitat	
The <i>site</i> is	Grange Farm, Stoke Rochford. Central grid ref SK9293528539	
The <i>starting date</i> is	30/08/2022	
The <i>completion date</i> is	15/10/2022	
The <i>delay damages</i> are	N/A	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.

**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

£100,000.00

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 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 £N/A..... 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 *Adjudicator nominating body* is

The Institution of Civil Engineers

The *tribunal* is

litigation in the courts

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 <i>Works</i> . 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 <i>works</i> 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"> <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	Delete the text of Clause 92.3 and replace with:  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.
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	N/A
Z30.0	Material Price Volatility  The <i>Client</i> recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 the <i>Client</i> 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%.
Z30.1	Defined terms  a) The Latest Index (L) 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.  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.  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.
Z30.2	Price Volatility Provision  Through a Compensation Event the <i>Client</i> shall pay the PVP. PVP is calculated as:  $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$
Z30.3	Price Increase  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.
Z30.4	Compensation Events  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 2022 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	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		
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is	8	%
The <i>people rates</i> are	As per the lot 1 workbook	
category of person	unit	rate
The <i>published list of Equipment</i> is		Lot 1 workbook
The <i>percentage for adjustment for Equipment</i> 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 [REDACTED] plus VAT

**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	<del>Paleochannel reconnection</del>	M3			
2	Channel blocking to reconnect floodplain	M3			
3	Chute construction to redirect river back into channel at d/s extent of works	M3			
4	Floodplain raising to ensure correct functioning	M3			
5	Works to ensure ford is at correct height	M3			
6	<del>Installation of large woody material in floodplain</del>	<del>each</del>			
7	Lowering of sections of floodplain to ensure connectivity	M3			

8	Installation of gravel point bars (identified as 10 and 11) within sections of river	M3	■	■	■
9	<del>Excavation of seepage ponds (identified as 1)</del>	M3	■	■	■
10	<del>Excavation of seepage ponds (identified as 2)</del>	M3	■	■	■
11	<del>Excavation of seepage ponds (identified as 3)</del>	M3	■	■	■
12	<del>Excavation of seepage ponds (identified as 4)</del>	M3	■	■	■
13	<del>Excavation of backwater 1</del>	M3	■	■	■
14	Installation of riffles (identified as 11 and 12)	M3	■	■	■
15	<del>Planting of native UK sourced trees with deer guards (number tbc — please provide price per tree)</del>	No.	■	■	■
■					
				<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.

The total of the Prices (and therefore, the Price for each item) must include all items necessary to deliver the *works* and meet the requirements of the Scope, including all prelims, overheads and profit. This includes, but is not limited to, items such as: site accommodation; technological provisions (eg. Wifi); progress meetings; and project administration.

The *Contractor* may sub-divide each item in the Price List as necessary, but the total of each sub-item must add to the Price for that item, and the total of each Price must add to the total of the Prices.

Items 2, 3, 4, 5, 7, 8, and 14 to be carried out on Phase 1

Items 1, 6, 9, 10, 11, 12, 13, and 15 to be carried out in Phase 2

# Scope

## Background:

This section of the river has had a historic habitat project carried out upstream to bypass a historic weir and improve fish passage. This current project is an innovative Natural Flood Management approach called 'stage zero'; the river channel is infilled, and the floodplain roughened with fallen timber to allow the river to choose its own shape and evolve.

The technique was pioneered in the US and some of the benefits recorded post restoration include greater shallower aquifer recharge, wetter landscape and resilience to high and low flows, greater biodiversity and habitat ecotypes, fine sediment trapping and nutrient absorption.

## Outcome:

This project will not only deliver ecological enhancement, but also act as a demonstration site for the technique for FCRM, as well other landowners, to provide supporting evidence and a beacon for the applicability of this process-based approach to river restoration, both in the wider catchment scale project proposed, but also nationally as this will be the first example of this technique on a river in the UK.

## 1. Description of the works

The *Contractor* constructs the *works* as shown in the design drawings listed in the drawing table and described in the Bill of Quantities (BOQ), which include but are not limited to:

- Paleaochannel reconnection and construction of riffles (identified as 9 and 10)
- Channel blocking to reconnect floodplain
- Chute construction to redirect river back in to channel at d/s extent of works
- Floodplain raising to ensure correct functioning
- Works to ensure ford is at correct height
- Installation of large woody material in floodplain
- Lowering of sections of floodplain to ensure connectivity
- Installation of gravel point bars within sections of river
- Excavation of seepage ponds (identified as 1, 2, 3 and 4)

The *Contractor* is also required to provide the following:

1. As built drawings in AutoCad and PDF format
2. Liaison with the *Client's* CDM leads
3. All required access and enabling *works*, such as crossing of cattle grids
4. All required welfare facilities
5. A pre and post access condition survey of the site and access tracks
6. Reinstatement of the site and any access tracks to a condition equal to or better than their condition prior to the *Contractor's* access.

The *Contractor* shall work in accordance with the requirements of the archaeological watching brief.

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
06	5 - 06/01	Grange Farm Restoration Design Palaeochannel and riffles 9 and 10
19	5 - 06/01	Grange Farm Restoration Design channel blocking spec
20	5 - 06/01	Grange Farm Restoration Design backwater spec
22	5 - 06/01	Grange Farm Restoration Design chute spec
23	5 - 06/01	Grange Farm Restoration Design floodplain raising spec
24	5 - 06/01	Grange Farm Restoration Design ford spec
25	5 - 06/01	Grange Farm Restoration Design large woody material spec

21	5 - 06/01	Grange Farm Restoration Design lowering spec
07	5 - 06/01	Grange Farm Restoration Design palaeochannel and riffle levels
17	5 - 06/01	Grange Farm Restoration Design palaeo cross section
13	5 - 06/01	Grange Farm Restoration Design point bar spec
14	5 - 06/01	Grange Farm Restoration Design riffle spec
18	5 - 06/01	Grange Farm Restoration Design seepage pond spec
12	5 - 06/01	Grange Farm Restoration Design services
09	5 - 06/01	Grange Farm Restoration Design stage zero ford and seepage ponds 1 and 2
11	5 - 06/01	Grange Farm Restoration Design stage zero backwater and chute
08	5 - 06/01	Grange Farm Restoration Design stage zero overview
10	5 - 06/01	Grange Farm Restoration Design stage zero ponds 3 and 4 plus land lowering
26	1 – 03/05	Grange Farm Restoration project area
27	1 – 03/05	Grange Farm Restoration project area wider view
		Grange Farm stage zero and palaeochannel BoQ

### 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* must be complete before winter to ensure that ground conditions are appropriate for access and delivery

Ecological sensitivities must be considered as part of *works*

Liaison between the *Contractor* and the *Client's* Fisheries Biodiversity and Geomorphological (FBG) team must be established by the *Contractor* and maintained throughout the *works*, to ensure ecological factors are adequately addressed. Sensitive features are wetland/riverine habitat, potential for white clawed crayfish, water

vole and fish. The *Client* and *Contractor* shall conduct an ecology walkover immediately ahead of the start of works with toolbox talks for the contractor.

Agreed vehicle access routes and designated parking areas must be used at all times.

Gravel size, geological constituents and source to be agreed with FBG

#### **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* 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

## **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

<h1>Site Information</h1>	
Site plan (Drawing numbers 26 and 27)	
Services Information (Drawing number 12). This will be updated by the <i>Client</i> and will be supplied ahead of the works.	

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