

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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**IMPORTANT:**

Before saving and sending this document out to  
Contractors please ensure that the Environment Agency  
banners and the comments designed to assist in  
completion are deleted.

# NEC4 Engineering and Construction

## Short Contract

FCRM Operational Framework – North Hub

A contract between

Natural England



And

Cheetham Hill Construction Ltd

For

Roudsea Wood and Mosses NNR: Replacement Access Bridge – Construction Phase

### 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	Natural England	
Address for communications	[REDACTED]	
Address for electronic communications	Valerie Brown. [REDACTED]	
The <i>works</i> are	Replacement pedestrian/vehicular bridge close to the existing drain at the entrance to Roudsea Wood and Mosses NNR, to include: removal of existing pedestrian/vehicular bridge; obtaining Ordinary Watercourse Consent/Land Drainage Consent Permits; site preparation; construction of a replacement bridge and Year 2 Inspection and Report.	
The <i>site</i> is	Roudsea Wood and Mosses National Nature Reserve (NNR), Fish House Lane, Haverthwaite, Near Ulverston, Cumbria, LA12 8PE The NNR entrance is at SD 330827, and is covered by OS Explorer OL7 map.	
The <i>starting date</i> is	Monday 14 June 2021	
The <i>completion date</i> is	Friday 3 September 2021	
The <i>delay damages</i> are	nil	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 <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to		
The <i>Client</i> provides this insurance	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 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 [REDACTED] in respect of every claim without limit to the number of claims	[REDACTED] 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.
Z7.2	<p>Additional Compensation Event COVID-19</p> <div style="background-color: black; height: 20px; width: 100%;"></div>

# Contract Data

## The Contractor's Contract Data

	The Contractor is	
Name	Cheetham Hill Construction Ltd	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The fee percentage is	8.14	%
The people rates are		
category of person	unit	rate
Agent	hr	[REDACTED]
Engineer	hr	
Quantity Surveyor	hr	[REDACTED]
Foreman	hr	[REDACTED]
The published list of Equipment is		As per FCRM Framework Rates
The percentage for adjustment for Equipment is		0%

# 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 £70,556.28

**Enter the total of the Prices from the Price List.**

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 07/06/2021

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

Signed on behalf of the *Client*

Name

Position

Signature



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

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

## 1. Description of the works

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

Replace the pedestrian/vehicular access bridge close to the existing drain at the entrance to Roudsea Wood and Mosses NNR, to include:

- obtaining all necessary Ordinary Watercourse Consent/Land Drainage Consent Permits;
- demolition of existing bridge and site clearance (including tree felling and removal);
- construction of a replacement bridge;
- year 2/biennial inspection to check condition of all structural elements and photographic report following guidance in CS450 – Inspection of highway structures
- provision of as built drawings, including materials used
- Principal Designer CDM duty holder role to be undertaken by the Contractor;
- responsibility for all Health and Safety matters regarding the dismantling of the existing bridge and construction of the new bridge until such time as the contract is signed off as completed.

All the Works are to be carried out in accordance with the following Works Information provided by the Contractor as listed here, and attached under 2. Drawings and 3. Specifications, below:

EWQ-JBAU-00-00-DR-C-0001-S3P01 GA General Notes

EWQ-JBAU-00-00-DR-C-0002-S3P03 Site Location Plan

EWQ-JBAU-00-00-DR-C-0003-S3P03 Existing Plan and Sections

EWQ-JBAU-00-00-DR-C-0004-S3P03 Proposed Plans Elevations and Sections

EWQ-JBAU-00-00-DR-S-0001-S3-P01-RC Design Plan, Elevations and Sections

EWQ-JBAU-00-00-DR-S-0002-S3-P01-RC Design Sections

EWQ-JBAU-00-00-SC-S-0001-S3-P01-RC Design Bar Schedule

EWQ-JBAU-XX-00-RA-C-0001 Design Risk Assessment P01

EWQ-JBAU-XX-00-SP-C-0001 Roudsea Specification P01

And in accordance with the following:

Appendix A: Notice of Grant of Planning Permission, dated 7 May 2021 and Conditions therein. Planning Application Ref. 7/2021/5249

Appendix B: Biodiversity Report - proposed bridge replacement, Roudsea Wood and Mosses NNR. Graeme Skelcher, February 2021

Appendix C: Roudsea Woods Replacement Access Crossing: Construction Method Statement – April 2021









Appendix D: Roudsea Wood Bridge Replacement: Construction Phase Health and Safety Plan: CHC Project: 20/15

Appendix E: Roudsea Wood and Mosses NNR Bridge Replacement: Construction Environmental Management Plan. CEMP 20/15 Rev 1

Appendix F: Roudsea Wood Bridge Replacement: Tender Programme 21-006

## 2. Drawings

List the drawings that apply to the contract.

-  EWQ-JBAU-00-00-DR-C-0001-S3-P01-GA\_General\_Notes
-  EWQ-JBAU-00-00-DR-C-0002-S3-P03-Site\_Location\_Plan
-  EWQ-JBAU-00-00-DR-C-0003-S3-P03-Existing\_Plan\_& Sections
-  EWQ-JBAU-00-00-DR-C-0004-S3-P04-Proposed\_Plans\_Elevations&Sections
-  EWQ-JBAU-00-00-DR-S-0001-S3-P01-RC\_Design\_Plan,Elevation&Sections
-  EWQ-JBAU-00-00-DR-S-0002-S3-P01-RC\_Design\_Sections
-  EWQ-JBAU-00-00-SC-S-0001-S3-P01-RC\_Design\_Bar\_Schedule
-  EWQ-JBAU-XX-00-RA-C-0001-Design\_Risk\_Assessment\_P01

## 3. Specifications

List the specifications which apply to the contract.



EWQ-JBAU-XX-00-SP-C-0001-Roudsea\_Specification\_P01

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
EWQ-JBAU-XX-00-SP-C-0001 Roudsea Specification P01		


#### 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 affecting the watercourse can only take place at low tide as that results in the ditch having virtually no flows.

Environmental constraints

The existing access track is:

- 
- a one-lane track built on peat.
- Subject to regular flooding at high tide, sometimes to the extent that no passage is possible until tide level drops.
- There is a water pipe close to the current bridge – this is fed into the NNR base.
- There is electrical conduit/wiring close to the bridge – this is fed into the NNR base.
- There is a car park outside the NNR base that, once the contractor has made secure, could be used to store vehicles and equipment **at the Contractor's risk**.
- Natural England shall not accept any work on the site until Natural England, or their representative, has accepted the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the works.
- This contract must be completed no later than 3 September 2021.

Constraints are outlined in the following documents:

Appendix A: Notice of Grant of Planning Permission, dated 7 May 2021 and Conditions therein. Planning Application Ref. 7/2021/5249

Appendix B: Biodiversity Report - proposed bridge replacement, Roudsea Wood and Mosses NNR. Graeme Skelcher, February 2021

Appendix C: Roudsea Woods Replacement Access Crossing: Construction Method Statement – April 2021

Appendix D: Roudsea Wood Bridge Replacement: Construction Phase Health and Safety Plan: CHC Project: 20/15

Appendix E: Roudsea Wood and Mosses NNR Bridge Replacement: Construction Environmental Management Plan. CEMP 20/15 Rev 1

### 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.**

Refer to: Appendix F: Roudsea Wood Bridge Replacement: Tender Programme 21-006

This is to be updated as soon as the *Contractor* is aware of any change and in liaison with the Project Manager.

Upon Completion as defined in clause 11.2(1) the completed bridge (the Works) is to be available for vehicular and pedestrian use.

**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

There is a car park outside the NNR base that, once the Contractor has made secure, could be used to store vehicles and equipment <b>at the Contractor's risk.</b>	9 August 2021

## Site Information

Roudsea Wood and Mosses NNR offers a plethora of wildlife-spotting opportunities in peaceful and inspiring surroundings. Over 500 plant and 280 fungi species are found in the reserve, including the very rare large yellow sedge, and the endemic Lancaster whitebeam. Animals found at the site include hazel dormouse, otter and brown hare and the area supports over 50 species of breeding birds such as nightjar, hawfinch, sparrowhawk, woodcock and marsh tit.

A large number of rare and scarce invertebrates are found at the site including the short-winged cone-head cricket, bog-bush cricket and raft spider. The diverse moth population includes the barred tooth-stripe. Scarce butterflies found here include the silver-washed fritillary and the large heath.

Lying at the head of the Leven Estuary off Morecambe Bay, Roudsea Wood NNR is one of Britain's most important woodland sites. Its varied geology, from limestone in the east to slates in the west, together with areas of alluvial soils and fens, has allowed the development of a rich mosaic of woodland types.












To the east of the woodlands lie the bogs of Roudsea Moss and Holker Moss which have formed over thousands of years because of the very high rainfall of the area. These bogs have laid down deep peat deposits below the extensive Sphagnum mosses on the bog surface.

### Important points to note


The existing access track is:

- [REDACTED]
- a one-lane track built on peat.
- Subject to regular flooding at high tide, sometimes to the extent that no passage is possible until tide level drops.
- There is a water pipe close to the current bridge – this is fed into the NNR base.
- There is electrical conduit/wiring close to the bridge – this is fed into the NNR base.
- There is a car park outside the NNR base that once the contractor has made secure could be used to store vehicles and equipment **at the contractor's risk.**

All Site Survey and Ground Investigation information is included in documents:

-  Site Information\_Soils Report\_14-692-R1-Roudsea Wood - Phase II letter - February 2021 (1)
-  Site Information\_Survey\_EWQ-JBAU-XX-00-DR-G-0001-UNN001\_XS
-  Site Information\_Survey\_EWQ-JBAU-XX-00-DR-G-0002-UNN002\_XS (1)
-  Site Information\_Survey\_EWQ-JBAU-XX-00-DR-G-0002-UNN002\_XS
-  Site Information\_Survey\_EWQ-JBAU-XX-00-DR-G-0003-Key\_Plan
-  Site Information\_Survey\_EWQ-JBAU-XX-00-DR-G-0004-Topo\_3D
-  Site Information\_Survey\_PGM1
-  Site Information\_Survey\_PGM2
-  Site Information\_Uilities\_Affected\_LSBUD-210122-21092021
-  Site Information\_Uilities\_Front Sheet
-  Site Information\_Uilities\_Not Affected\_Cadent\_Gas

## Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	  Form of Contract: NEC 4 Short Sub-Contract	Driven Piled Foundations
2.	Form of Contract:	