

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Northern Hub Lot 1

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
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And

For	Minor Civils Package 2 (GMMC) 20-21
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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	Dylan Jones Project & Contract Management (P&CM) Department Richard Fairclough House Knutsford Road, Warrington WA4 1HT "Please be aware, due to Covid-19 any communications via mail will not be received by the Client. Please liaise with the EA Client for the correct lines of communication for physical documentation, otherwise please use electronic communication where possible."	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	<ul style="list-style-type: none"> • River Mersey at Sale Ees -A direction has been issued by the inspecting Reservoir Engineer under the Reservoirs Act to carry out remedial works to eroded areas/banks at various locations and outfall. • River Mersey South Manchester - Vermin holes and Japanese knotweed has been identified along the bank, this requires investigating, before reinstating and reprofiling the bank. • Screen at Ince Puming Station -Upstream sluice gate is in need of repair, replacement of a flap valve. SI needed to access damage to Sluice gate concrete structure. 	
The <i>sites</i> are	Ince Marshes Pumping Station, Off Marsh Lane, Elton, CH2 4LB River Mersey South Manchester, Stockport, SK4 3EG River Mersey at Sale Ees, Sale, M33 2LX	
The <i>starting date</i> is	[REDACTED]	
The <i>completion date</i> is	[REDACTED]	
The <i>delay damages</i> are	[REDACTED]	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) 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 <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	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 Contractor to the Client for loss of or damage to the Client’s property is limited to		
The Client provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the works	The replacement cost	The Client’s certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	

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		<div></div>	The defects Certificate has been issued
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		<div></div>	
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	Any 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	<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 • 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 <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z7.2	<p>Additional Compensation Event COVID-19</p> <p>Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, until restrictions are lifted.</p>
Z7.3	For the purposes of Clause 60.1.9 “the site” is defined as the individual separate locations listed in “the sites” in the <i>Client's</i> Contract Data”

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	A.E. Yates Ltd	
Address for communications	Cranfield Rd, Lostock, Bolton BL6 4SB	
Address for electronic communications	[REDACTED]	
The fee percentage is	12	%
The people rates are		
category of person	unit	rate
Contracts Manager		[REDACTED]
Health & Safety Manager		[REDACTED]
Site Supervisor		[REDACTED]
The published list of Equipment is		CECA
The percentage for adjustment for Equipment is		[REDACTED]

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The <i>Contractor</i> offers to Provide the Works in accordance with these <i>conditions of contract</i> for an amount to be determined in accordance with these <i>conditions of contract</i> .


The offered total of the Prices is	

	Enter the total of the Prices from the Price List.
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Signed on behalf of the <i>Contractor</i>

Name	

Position	

Signature	


Date	<div style="background-color: black; width: 20px; height: 20px; display: inline-block;"></div> <div style="background-color: black; width: 100px; height: 20px; display: inline-block;"></div>

The <i>Client</i> accepts the <i>Contractor's</i> Offer to Provide the Works

Signed on behalf of the <i>Client</i>

Name	

Position	

Signature	

Date	<div> <div></div> <div></div> </div>

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
A. Package					
A1	Prepare and submit any permits required in relation to the <i>works</i>	Sum	■	■	■
A2	Project management plan issued to client	Sum			■
A3	Project meetings: Start up meeting and progress meetings (1/month)	Sum	■	■	■
1. River Mersey Sale Ees					
1.1	RAMS Issued to <i>Client</i>	Sum			■
1.2	Site set up complete	Sum			■
1.3	Backfill eroded embankment face with compacted topsoil and reseed surface. 15 locations to be filled, volume assumed.	m3	■	■	■
1.4	Detailed design timber edged ramp. Details shown in Appendix B, area assumed.	m2	■	■	■
1.5	Non-DDA compliant timber edged ramp. Compacted granular fill of crushed aggregate, area assumed.	m2	■	■	■
1.6	Detailed design of 6 prefabricated steps with handrails. Details shown in Appendix B.	Sum	■	■	■
1.7	Installation of prefabricated steps with handrails. 6 locations identified.	Sum	■	■	■
1.8	CCTV survey on Barrowbrook culvert, length assumed.	m	■	■	■
1.9	Restore Barrowbrook culvert flap valve	Sum			■
1.10	Installation of appropriate clay fill to restore Barrowbrook bank, volume assumed.	m ³	■	■	■

1.11	Replace section of damaged wooden fencing along embankment crest, length assumed	m	■	■	■
1.12	Reinstatement of site to condition before start of works	Sum			■
1.13	H&S documentation complete	Sum			■
1.14	Site security	Sum			■
2. River Mersey South Manchester					
2.1	RAMS Issued to <i>Client</i>	Sum			■
2.2	Site set up complete	Sum			■
2.3	Himalayan Balsam removal, area assumed	m ²	■	■	■
2.4	Reprofile section of bank with appropriate clay compacted topsoil and reseed, area assumed.	m ²	■	■	■
2.5	Reinstatement of site to condition before start of works	Sum			■
2.6	H&S documentation complete	Sum			■
2.7	Site security	Sum			■
3. Ince Pumping station					
3.1	RAMS Issued to <i>Client</i>	Sum			■
3.2	Structural investigation of sluice gate concrete structure	Sum			■
3.3	Detailed design for Sluice gate restoration and flap valve replacement issued and signed off by <i>Client</i>	Sum			■
3.4	Construction cost pricing exercise	Sum			■
3.5	H&S Documentation complete	Sum			■
3.6	Replace flap valve	Sum			■
3.7	Restore Sluice gate to design condition Cannot price this until designed	Sum			■
3.8	Reinstatement of site to condition before start of works	Sum			■
3.9	H&S documentation complete	Sum			■
3.10	Site security	Sum			■
3.11	Site Set up missed from bill	Sum			■
The total of the Prices					■

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.

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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.

Full details of the work required with specifications and constraints for how the *Contractor* provides the works can be found in Appendices A:

- NEC4 ECSC Scope - Minor Civils Package 2 (GMMC) 20-21

Images of the sites showing the location, condition of assets and initial access plans can be found in Appendix B:

- Minor Civils Package 2 (GMMC) 20-21 Initial Site Pictures

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

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
Civil Engineering Specification for the Water Industry	7 th Edition	yes
Lot 1 Specification Supplementary clauses to CESWI 7 th Edition	V1	No
Safety, Health, Environment and Wellbeing (SHEW) Handbook for Managing Construction Projects	04/2019	No
British standards		Yes
EA's Minimum technical requirements		No

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*.

The *Contractor* is to prepare a full Construction Phase Plan (CPP) to be issued and signed by the *Client* prior to the commencement of any construction works. This should be presented to the *Client* no less than 10 days prior to when the *Contractor* intends to start work. To allow the *Client* to review the document, consult landowners on the proposed works methodology and serve notice.

The <i>Contractor</i> will not begin works on site until the <i>Client</i> has formally signed off all Risk Assessments and Method Statements (RAMS)	
The <i>Contractor</i> should ensure that all works are complete prior to the 17th March 2021.	
Public and operational safety must be considered in all outline and detailed designs.	
Prior to commencement, consider and identify service locations using drawings and review SHEW Code of Practice in relation to services.	
The contractor shall ensure they apply due care and diligence to avoid causing damage to the environment.	
Working times The <i>Contractor</i> will be permitted to work between 8am and 5pm on weekdays (Monday to Friday) Additional hours outside of those listed above, including weekend hours, must be communicated to and signed off by the client, the <i>Contractor</i> should allow at least 5 working dates notice to the client if additional working hours are required.	
<h2>5. Requirements for the programme</h2>	
<p>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.</p> <p>State what the use of the <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).</p> <p>The <i>Contractor</i> submits his programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> shows on each programme which he submits for acceptance in Microsoft Project (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:</p> <ul style="list-style-type: none"> (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; <i>Contractor's</i> risks. (e) Completion date 	
<h2>6. Services and other things provided by the <i>Client</i></h2>	
<p>Describe what the <i>Client</i> will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.</p>	
Item	Date by which it will be provided
Notice of Entries	At least one week prior to works commence.

Services and Land Registry details	Along with this contract
<h2>Site Information</h2>	
Service search, land registry information, environmental maps and any other relevant documents will be provided in PCI	
Appendix B_ Minor Civils Package 2 (GMMC) 20-21 Initial Site Pictures	

Proposed sub-contractors		
	Name and address of proposed subcontractor	Nature and extent of work
1.	<div>██████████</div> <div>██████</div> <div>██████████</div> <div>████</div> <div>██████████</div>	<div>██████████████████</div>
2.	<div>██████████████</div> <div>██████████</div> <div>██████</div> <div>████</div> <div>██████████</div>	<div>██████</div>

3.	<div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>██████████</div> <div>:</div>	<div>██████████</div>
4.	<div>Form of Contract:</div>	