

**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 – South East Hub**

**A contract between**

**The Environment Agency**

**Horizon House**

**Deanery Road**

**Bristol**

**BS1 5AH**

**And**

**For**

**WBGWS Kiosk Improvements 21\_22**

**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	@environment-agency.gov.uk	
The <i>works</i> are	Maintenance and improvement works on 5 observation borehole sites including new and replacement kiosks, fence works and construction of laybys.	
The <i>site</i> is	Various (across Oxfordshire, Berkshire and Wiltshire)	
The <i>starting date</i> is	TBC by the successful <i>Contractor's</i> programme	
The <i>completion date</i> is	No later than 31 <sup>st</sup> March 2022	
The <i>delay damages</i> are	nil	Per day
The <i>period</i> for reply is	3	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 *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	£100,000
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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 <i>works</i> , 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</i> nominating body is	The Institution of Civil Engineers
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The <i>tribunal</i> is	litigation in the courts
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The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions	
<b>Only enter details here if additional conditions are required.</b>	
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:  The <i>works</i> are affected by any one of the following events <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> </ul>

	• 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	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.
Z7.2	Additional Compensation Event COVID-19  Managing and mitigating the impact of Covid 19 and work in accordance with Public Health England guidance, as may vary from time to time, from 1st July to 31st August 2021.

# Contract Data

## The Contractor's Contract Data

	The Contractor is	
Name	Breheny Civil Engineering Ltd	
Address for communications	Unit 5, The Courtyard, Ryarsh, West Malling, ME19 5AA	
Address for electronic communications	<div></div> <div></div> <div></div>	
The fee percentage is	8	%
The people rates are		
category of person	unit	rate
The published list of Equipment is		As per FCRM Framework Rates
The percentage for adjustment for Equipment is		As per FCRM Framework Rates



# 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	£143,411.36
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	<b>Enter the total of the Prices from the Price List.</b>
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Signed on behalf of the *Contractor*

Name	
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Position	Quantity Surveyor
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Signature	
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Date	03/02/2022
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
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Position	Project Manager
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Signature	
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Date	25/01/22

## 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
	<b>Salt Box</b>				
1	Remove and dispose of existing concrete kiosk		1		
1a	Cast new concrete base		1		
2	Supply and install new 107.5cm x 87cm x 64cm green, single door, integrated vents, aluminium kiosk with 16b barrel lock. Internal shelf at 400mm above ground level and marine ply back board required.		1		
	<b>Marlston Farm OBH</b>				
3	Remove and dispose of existing concrete kiosk		1		
3a	Remove and dispose of fallen metal fencing		1		
4	Supply and install new flange on top of the existing to extend to 0.5m above finished ground level.		1		
5	Supply and install PVC shelf to be affixed to the flange and with two glanded holes above the pipework (one 8mm and one 25mm)		1		
6	Remove tree and vegetation to a distance of 3m		1		
7	Cast concrete steps of approximately 90cm height from road to kiosk and install appropriate handrail		1		

8	Cast new concrete kiosk base to form a suitable base for new 600mm x 600mm x 1300mm kiosk		1		
9	Design and construct layby 3m x 6m off farm access		1		
9a	<del>Secure discharge of conditions required under planning consent</del>		4		
10	Supply and install new 600mm x 600mm x 1300mm green, single door, integrated vents, aluminium kiosk with 16b barrel lock. Marine ply backboard required.		1		
11	Supply and install post and rail fence at 1.5m distance around rear and sides of kiosk (2.1m x 3.6m x 2.1m)		1		
	<b>Everington House OBH</b>				
12	Remove and dispose of existing concrete kiosk and base		1		
13	Supply and install new flange on top of the existing to extend to 0.5m above finished ground level. (finished ground to be layby surface)		1		
14	Supply and install PVC shelf to be affixed to the flange and with two glanded holes above the pipework (one 8mm and one 25mm)		1		
15	Re-cast concrete base to be level with layby surface		1		
16	Cut back and dispose of all vegetation to a distance of 3m either side of the kiosk and 2m to the rear.		1		
17	Install 2m x 2m x 1.5m 5 wooden bar fence and gate around kiosk.		1		
18	Supply and install 600mm x 600mm x 1300mm green, single door, integrated vents, aluminium kiosk with 16b barrel lock. Marine ply backboard required.		1		
19	Design and construct layby 3m x 10m for parking		1		
20	<del>Secure discharge of conditions required under planning consent</del>		4		
	<b>Axford</b>				
21	Remove and dispose of existing fence and gate		1		
22	Supply and install new 3 bar fence to 3m x 3m compound and 1.5m gate for pedestrian access		1		
23	Install type 3 scalping to compound floor		1		
24	Cast a new 500mm x 500mm x 200mm concrete kiosk base		1		
25	Fabricate and install new aluminium kiosk as per drawing		1		
	<b>Cowfold</b>				
26	Remove and dispose of existing manhole cover		1		
27	Recast concrete base		1		
28	Supply and install new manhole cover (please price for 530mm x 640mm but size to be confirmed prior to manufacture)		1		

29	Supply and install 600mm x 600mm x 1300mm green, single door, integrated vents, aluminium kiosk with 16b barrel lock. Marine ply backboard required.		1		
	<b>All sites</b>				
30	Preparation of Construction Phase Plan, RAMS and any other information critical to be produced before going on site.		1		
31	Supervision and Project Management		1		
32	Waste Disposal		1		
33	Preparation of as built drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance)		1		

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.

### Background

The Environment Agency is the asset owner for a large amount of equipment which monitors and records groundwater activity. It is vitally important that we keep this equipment well maintained to ensure resilience and accurate readings that can be relied upon. We would expect all kiosks to come with a 10 year guarantee.

### The Problem

#### Saltbox OBH

- A tree has started growing into the existing concrete kiosk causing it to subside and break up. The tree limb impacting this kiosk has now been removed but the kiosk needs replacing.

#### Marlston Farm OBH

- Access to this kiosk is difficult due to it's location on a banked grass verge and that there is nowhere safe for our Field Staff to park up. A layby needs constructing and concrete steps and handrail constructed from the road side to the kiosk.

#### Everington House OBH

- This kiosk is located in a hedge on the side of a road. There is currently nowhere for our field staff to park up. A layby needs constructing and vegetation cleared and fenced around the kiosk.

#### Axford OBH

- Our equipment is currently located below a manhole so is insecure and susceptible to getting wet. We also hold an obligation to ensure the fencing is maintained.

#### Cowfold OBH

- Our equipment is currently located below a manhole so is insecure and susceptible to getting wet.

### Scope of Works

The scope of work includes;

Design for the works and related construction/maintenance work.

Waste disposal; all waste materials are to be removed and disposed of appropriately.

The new laybys are to be constructed in accordance with the design conditions required in the planning permission. These design conditions will need to be met through the *Contractor* applying for a discharge of conditions.

The *Contractor* is required to liaise with the *Client's* CDM Principal Designer.

Where new kiosk bases are to be cast, full access to the chamber and headworks must remain.

All kiosks are to have an internal shelf above the headworks and marine ply backboard.

All kiosks to be supplied and installed with a 16b barrel lock.

All kiosk installations will require the kiosks to be sealed once in place using a silicone sealant to stop water and vegetation seeping underneath from around the outside edge.

The *Client* will remove and re-instate their equipment situated within the kiosks which require full replacement.

The *Contractor* will prepare as built drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).

#### Saltbox OBH

The existing concrete kiosk needs replacing with a new aluminium kiosk. A new concrete base also requires casting.

#### Marlston Farm OBH

The existing concrete kiosk needs replacing with a new aluminium kiosk. A flange extension is required. A 3m x 6m layby needs designing and constructing, concrete steps need casting from the road to the kiosk. Vegetation needs removing from around the kiosk and a fence installed around the rear and sides of the kiosk. There is some fallen metal fencing where the layby is to be constructed which requires removal.

#### Everington House OBH

The existing concrete kiosk needs replacing with a new aluminium kiosk. A flange extension is required. A 3m x 10m layby needs designing and constructing. Vegetation needs removing from around the kiosk and a fence installed around the rear and sides of the kiosk, 2m length of fence either side of kiosk, 1.5m fence across rear of kiosk and gate across front of kiosk.

#### Axford OBH

The existing 3 bar fence and gate are rotten and need replacing. A new kiosk base and kiosk are required. Compound floor requires type 3 scalplings. The kiosk design is as detailed in the drawing 'Axford.pdf'.

#### Cowfold OBH

The existing manhole cover is still and needs replacing. A new kiosk base and kiosk are required.

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
001	1	Axford.pdf



<h3>3. Specifications</h3>		
List the specifications which apply to the contract.		
<b>Title</b>	<b>Date or Revision</b>	<b>Tick if publicly available</b>
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
<h3>4. Constraints on how the <i>Contractor</i> Provides the Works</h3>		
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> .		
The <i>Contractor</i> is to construct the laybys at Marlston Farm and Everington House in accordance with the Planning Permission		
The <i>Contractor</i> shall not commence any work on the site until the <i>Client</i> , or their representative has accepted the method statements and risk assessments related to this contract		
The <i>Contractor</i> is to prepare, for the <i>Client's</i> acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the works		
Not all sites have active agreements in place. The <i>Client</i> will notify the landowners and neighbours upon confirmation of the programme of works		
Some sites may require a street works licence and/or traffic management in order to undertake works. The <i>Contractor</i> is required to obtain these licences. The Local Authority may require evidence of street works licence qualifications		
Works are to be delivered by 31 <sup>st</sup> March 2022		
The <i>Client</i> will arrange access to school field for welfare and plant storage at Marlston Farm		
<b>Working times</b>		
The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)		
<h3>5. Requirements for the programme</h3>		

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

## Site Information

**Saltbox OBH** is located on a stretch of private track approximately 200m from the pumping station, OX11 9HF, NGR: SU 51050 83890

**Marlston Farm OBH** is located in an elevated position on the grass verge opposite the junction to the West of Marlston Farm RG18 9UU, NGR: SU 53520 74390

- Borehole is artesian at times
- This location will require traffic management

**Everington House OBH** is located in the hedge beside Everington Lane, RG18 0UD, NGR: SU 53520 74390

- This location will require traffic management

**Axford OBH** is located in a fenced compound down a track just south of the road fork on the east side of the road, SN8 2HA, NGR: SU 24850 70740

**Cowfold OBH** is located in a fenced compound off Cowfold Lane, RG27 8JX, NGR: SU 72760 57000




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:	