

# NEC4 Engineering and Construction Short Contract

## Lot 2

### National Property Flood Resilience Framework

**A contract between**

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

**And**

**Whitehouse Construction**

**For**

**East Cowes PFR – Supply and Install**

**Contract Forms**

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- **The *Contractor's* Offer and *Client's* Acceptance**
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# Contract Data

## The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Chichester Office, Oving Road, Chichester, West Sussex PO20 2AG	
Address for electronic communications	<div></div>	
The <i>works</i> are	Supply and fit property flood resilience measures as detailed in RAB Consultants property surveys	
The <i>site</i> is	34 residential properties in East Cowes, Isle of Wight (as detailed in East Cowes Reports.zip)	
The <i>starting date</i> is	11/01/2022	
The <i>completion date</i> is	07/06/2022	
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	5	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does not</b> apply		
The <i>Adjudicator</i> is : the person appointed as follows:		
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.
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	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
The <i>Client</i> provides this insurance	None	
Only enter details here if the <i>Client</i> is to provide insurance.		
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 <i>works</i>	Minimum £5,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> 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 sub-contractor to the <i>Client</i> for acceptance. A reason for not accepting the sub-contractor 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 him.
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. 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 his 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	<p>Payment on Termination</p> <p>Replace Clause 92.3 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”.</p>
Z10	Data Protection
Z10.1	Schedule 11 – Data Protection Schedule of the Deed of Agreement shall be incorporated into this Agreement.
Z10.2	A request or instruction pursuant to Schedule 11 by the <i>Project Manager</i> shall be treated as being a request or instruction by the <i>Client</i> .
Z10.3	For the avoidance of doubt, reference to Supplier in Schedule 11 is reference to the <i>Contractor</i> .
Z11	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.

# Contract Data

## The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Whitehouse Construction Co. Ltd	
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is	15	%
The <i>people rates</i> are		
category of person	Unit	rate
The <i>published list of Equipment</i> is		CECA
The <i>percentage for adjustment for Equipment</i> is		10%



# 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	£196,228.30
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Enter the total of the Prices from the Price List.
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Signed on behalf of the *Contractor*

Name

Position Managing Director

Signature

Date 22/12/2021

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

Signed on behalf of the *Client*

Name

Position Senior Category Officer

Signature

Date 22/12/2021



# Price List

The Price List is detailed in the document: 30117\_East Cowes\_Tender Stage Pricing Schedule\_Final\_v2. The summary therein (tab "T5 Contract Award Value") is repeated below.

Within the Price List document 30117\_East Cowes\_Tender Stage Pricing Schedule\_Final\_v2, where the unit is specified as 'Sum', 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.

Where the unit is specified as 'Item', 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.

All prices and costs provided for each item in T4 Supply Install Fwk Prices within 30117\_East Cowes\_Tender Stage Pricing Schedule\_Final\_v2 shall include for the full installation cost and full functionality to the appropriate standard. Examples of costs that must be included, but not limited to, are base channels, frames, packers and powder coating. Payments will be made upon completion and sign off of each property and should be aggregated as groups of 5 or more.

Description	Unit	Quantity	Rate	Price
<b>Pricing schedule</b>				
As per Price List document - 30117_East Cowes_Tender Stage Pricing Schedule_Final_v2				
<b>The total of the Prices</b>			£196,228.30	

The method and rules used to compile the Price List are:

As per the Framework Price Workbook, as amended by

**Price List document - 23\_06\_2021\_East Cowes\_Tender Stage Pricing Schedule\_Final, tabs T2-T4**

- All prices and associated specifications are in line with the 'National Property Flood Resilience (PFR) Framework, Lot 2' where applicable.
- As this project is being let through Lot 2 of the National Property Flood Resilience (PFR) Framework, Whitehouse will act as Principal Contractor. We assume the role of Principal Designer and Designer will be fulfilled by Environment Agency or your appointed representative.
- We have allowed for the installation of standard white UPVC flood doors or boards where given the option within the survey reports. All items have been priced as per the agreed framework rates. Please note, we can also offer a wide range of bespoke timber and door styles and colours should this be of interest to you.
- We have allowed for the installation of standard Floodgates where given the option within the survey reports. All items have been priced as per the agreed framework rates. Please note, we can offer a wide range of bespoke flood gates including timber products, should this be of interest to you.
- We test our Flood Doors using ultrasonic testing allowing us to detect a pin prick in a seal. This is used both at our testing facility in-house and in-situ following installation. Ultrasonic testing is less cumbersome and more accurate than outdated wet testing, is easier, and mitigates any risk of water entering properties.

This has been successfully utilised on many of our projects and provides assurance to our clients and homeowners of the suitability of the PFR measures installed. Ultrasonic testing is included within our flood door rate.

- In line with the 'PFR Framework Lot 2 scope' 3.5 b and c, we have made no allowance for applying to the Isle of Wight Council for any listed building consents.
- Our rate for item Tab T3, item 2.5 is to be charged per week.
- Our offer is valid for a period of 30 days.
- All information contained within our offer is commercially sensitive and exempt from disclosure under Section 43 of the Freedom of Information Act.
- In respect of design liability, nothing contained in this tender and/or contract documentation, or this offer, will impose a greater standard than Reasonable Skill and Care.
- Please note our price and programme do not allow for any provision or impact due to the current Covid-19 global pandemic, or any future restrictions that may apply.
- ***Provide and install painted cast airbrick covers to listed buildings to satisfaction of IOW Council Conservation Officer.*** – We would require further information to price this item however, we will work with the Conservation officer to find a suitable solution.
- ***'Provide and Install replacement flood proof sliding glass double porch doors to Shore Cottages'*** – We are not aware of any residential flood resilient sliding door therefore we cannot price this item. However, we could look at other suitable alternatives with the homeowners.
- ***'Provide and install Flood Proof electricity meter box including removal and disposal of existing meter box, all modifications to enable completion of installation. (Seymour Court.)'*** – We have allowed to protect the existing meter boxes with flood protection boards and cable sealant. No electrics will be modified as part of our works.
- Our tender programme is based on the items contained within the 23\_06\_2021\_East Cowes\_Tender Stage Pricing Schedule\_Final.
- We do not have sufficient information to complete the following items from the pricing schedule. Tab T3 items B1, B2, C1, C2, D2 & D3 and Tab T4 items, A1, A2, F1, F2, G1, G2, H1, H2, I1, I2, J1, J2, K1, K2, L1, L2, M1, M2, N1 & N2. As all scope changes are unique, there are too many variables to cover within the pricing document and as such, these will be priced on a bespoke basis.



# Scope

## 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.**

The *Client* has identified a number of properties in East Cowes, Isle of Wight that would benefit from Property Flood Resilience (PFR) measures. Initially 41 properties were identified as being eligible for measures due to being located at very significant flood risk. Currently we have 34 property owners who have accepted our offer and we may also be providing PFR to any properties that can provide evidence of internal flooding.

The *Contractor* shall measure, manufacture, supply, install and commission a range of standard products or if prior agreed with the *Client*, design bespoke flood resistance products to protect properties from water ingress during flooding. Example of products include flood doors, barriers, airbricks, non-return valves, sump pumps and waterproofing treatments. The *Contractor* shall include all standard ancillary requirements when installing products that are necessary for the product to fulfil its flood resilience function. This shall include, but not be limited to, base channels, frames, packers and powder coating. Minor building works may be required e.g. raising property thresholds, wall construction, or for example pointing of brickwork and stonework using suitable mortars.

The *Contractor* must be able to source products from a range of third party suppliers or in-house.

The *Contractor's* brief shall include public meetings, inspection of properties, the design and installation of suitable PFR products. Additionally, the *Contractor* shall provide training to the homeowner and/or tenant for each property at which measures are installed, and produce a completion form signed off by the Homeowner.

At the start of the contract and prior to works taking place the *Contractor* will provide an installation method statement to be approved by the *Client* and this will be given to the *Contractor's* installation teams to adhere to during installation of measures.

The *Client* will provide a letter to the identified properties to request signup to the scheme and outline the upcoming engagement. The *Contractor* will undertake consultation with the identified property owners and this will start with a video describing products used and the process of installation to help raise awareness of the scheme. Following this, the *Client* will co-ordinate a virtual video call session to highlight the timeline of the scheme and provide an opportunity for residents to ask any PFR questions. This video call session will be attended by the *Contractor*. The timeline and activities will be reviewed as the project progresses and will be subject to change.

The *Contractor* will apply to the Isle of Wight Council for any listed building consents required, which may take up to 8 weeks to be consented and should be planned into the delivery programme at the earliest opportunity. This will spread the workload on the local authority and the project team making the submissions.

The *Contractor* is responsible for advising homeowners of additional contributions that may be required if additional cosmetic requirements are requested that have no part in reducing flood risk. Examples could include glazing bar inserts, additional window lights above the door etc.

Based on the Lot 1 property surveys undertaken by RAB Consultants, listed in 2. Drawings, the *Contractor* will arrange to meet with and confirm to the homeowner the measures to be proposed. If the *Contractor* suggests alternative measures to that proposed by RAB Consultants a schedule of those proposed works for each property (including costs) will be provided to the *Client* within 10 days. The *Client's* project manager will make the final decision as to whether the project is able to fund the works.

The *Client* will confirm to the *Contractor* that the Environment Agency agree to fund the measures to the property and that the Environment Agency have received homeowner's written agreement to the proposed measures. The project will have a pre-determined cost budget per property, above which the property will require contributions from the homeowner or will not be taken forward to installation. The *Contractor* will then supply and install the measures as detailed PFR Framework Lot 2 Scope.pdf or, if alternative measures are suggested, as agreed with the *Client*. The *Contractor* will liaise directly with the homeowner to arrange a date and time to install the PFR measures and carry out the installation.

The *Contractor* shall provide an on-site supervisor during installation and will begin the post installation assessment (PIA), identifying and rectifying defects, testing and signing off of the works within 28 days of installation (including issuing of the completion certificate). The dates and times of the PIA's shall be communicated to the *Client* project manager to allow a project team member to be present at the assessment. In addition to the minimum of 10% wet testing as specified in PFR Framework Lot 2 Scope.pdf. The *Contractor* shall, where appropriate, consider additional innovations in testing, and shall provide a summary of such testing options to the *Client*. An instruction to proceed with any such testing may then be provided by the *Client* at its discretion.

Location Maps of the 3 project areas below can be found in the site information:

- East\_Cowes\_Location.pdf\*
- Albany Road.pdf
- Chain Ferry.pdf
- Cambridge –Shore.pdf



































\*Please note that these are for indicative purposes only and property locations and numbers are subject to change as the project progresses.

## 2. Drawings

List the drawings that apply to the contract.

RAB Consultants Surveys – 34 property surveys found in East Cowes Reports.zip



-  2438\_001\_3 Ferry Road\_East Cowes\_PFR
-  2438\_002\_1 Castle Street\_East Cowes\_PFR
-  2438\_003\_1 Seymour Court\_East Cowes\_PFR
-  2438\_004\_2 Seymour Court\_East Cowes\_PFR
-  2438\_005\_3 Seymour Court\_East Cowes\_PFR
-  2438\_006\_4 Seymour Court\_East Cowes\_PFR
-  2438\_007\_6 Seymour Court\_East Cowes\_PFR
-  2438\_008\_7 Seymour Court\_East Cowes\_PFR
-  2438\_009\_Shore Cottages 1-3\_The Esplanade\_East Cowes\_PFR
-  2438\_010\_The Watch House\_East Cowes\_PFR
-  2438\_011\_2 Albany Road\_East Cowes\_PFR
-  2438\_012\_9 Albany Road\_East Cowes\_PFR
-  2438\_014\_14 Albany Road\_East Cowes\_PFR
-  2438\_015\_15 Albany Road\_East Cowes\_PFR
-  2438\_016\_18 Albany Road\_East Cowes\_PFR
-  2438\_017\_1 Cambridge Road\_East Cowes\_PFR
-  2438\_018\_3 Cambridge Road\_East Cowes\_PFR
-  2438\_019\_5 Cambridge Road\_East Cowes\_PFR
-  2438\_020\_1 Church Mews\_East Cowes\_PFR
-  2438\_021\_3\_Church\_Mews\_East Cowes\_PFR
-  2438\_022\_4 Church Mews\_East Cowes\_PFR
-  2438\_023\_7 Albany Road\_East Cowes\_PFR
-  2438\_024\_8 Albany Road\_East Cowes\_PFR
-  2438\_025\_10 Albany Road\_East Cowes\_PFR
-  2438\_026\_12 Albany Road\_East Cowes\_PFR
-  2438\_027\_5 Albany Road\_East Cowes\_PFR
-  2438\_028\_2 Church Mews\_Ferry Road\_East Cowes\_PFR
-  2438\_029\_5 Seymour Court\_East Cowes\_PFR
-  2438\_030\_4 Albany Road\_East Cowes\_PFR
-  2438\_031\_6 Albany Road\_East Cowes\_PFR
-  2438\_032\_5 Church Mews\_Bridge Road\_East Cowes\_PFR
-  2438\_033\_8 Seymour Court\_East Cowes\_PFR
-  2438\_034\_9 Seymour Court\_East Cowes\_PFR
-  2438\_035\_6 Cambridge Road\_East Cowes\_PFR

### 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
PFR Framework Lot 2 Scope.pdf	As per the framework	

CIRIA - Code of Practice for Property Flood Resilience	Edition 2 , 2020	
<b>4. Constraints on how the <i>Contractor</i> Provides the Works</b>		
<p><b>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>.</b></p>		
<p>The <i>Client</i> will lead on liaison with homeowners with support from the <i>Contractor</i>.</p>		
<p>The schedule of proposed works for each property (including costs) will be provided to the <i>Client</i>'s project manager within 10 days of the detailed survey.</p>		
<p>The <i>Contractor</i>'s on-site supervisor shall begin the post installation assessment within 28 days of installation of PFR measures.</p>		
<p>The <i>Contractor</i> will, where relevant, supply only kite marked property flood resilience products All certificates must be provided prior to products being selected.</p>		
<p>The <i>Contractor</i> will supply barriers with 600mm protection unless agreed otherwise.</p>		
<p><b>Working times</b></p>		
<p>The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)</p>		
<b>5. Requirements for the programme</b>		
<p><b>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.</b></p>		
<p><b>State what the use of the <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).</b></p>		
<p>The <i>Contractor</i> submits their programme with the <i>Contractor</i>'s Offer for acceptance. The <i>Contractor</i> 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:</p>		
<p>(a) Period required for mobilisation/ planning &amp; post contract award</p>		
<p>(b) starting date</p>		
<p>(c) Each of the activities listed within the Price List</p>		
<p>(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</i>'s risks.</p>		
<p>(e) Completion date</p>		
<b>6. Services and other things provided by the <i>Client</i></b>		
<p><b>Describe what the <i>Client</i> will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.</b></p>		

<b>Item</b>	<b>Date by which it will be provided</b>
N/A	
<b>7. Site Information</b>	
East Cowes PFR location maps:	
Attached as Appendices:	
<ul style="list-style-type: none"><li>• Albany Road.pdf,</li><li>• ChainFerry.pdf,</li><li>• Cambridge-Shore.pdf,</li><li>• East_cowes_location.pdf</li></ul>	



# 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:	