

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

Amalgamated Construction Ltd

For

SWWM Asset Improvement Works 2020

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	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Improvement works to 9 no. assets within the Staffordshire, Warwickshire and West Midlands Area.	
The <i>site</i> is	Various Locations as detailed in the Scope (titled "SWWM AIW_Scope_2020").	
The <i>starting date</i> is	To be determined by the successful Contractor's programme, but no earlier than 1 st Jan 2021	
The <i>completion date</i> is	To be determined by the successful Contractor's programme, but no later than 31 st March 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) does apply? No		
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	2	% 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 £100,000		
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 £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 £2,000,000 in respect of every claim without limit to the number of claims	12 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		
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. 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 works are affected by any one of the following events <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	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	For contracts containing packages of projects the Client's Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z7.2	Additional Compensation Event COVID-19 Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, from 1st November 2020 to 31st March 2021.

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Amalgamated Construction Ltd	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	As submitted in the Lot 1 Price Workbook	%
The <i>people rates</i> are		
category of person	unit	rate
General Foreman	hr	[REDACTED]
Project Manager	hr	[REDACTED]
Quantity Surveyor	hr	[REDACTED]
Planner	hr	As per Price Workbook
The <i>published list of Equipment</i> is		CECA
The <i>percentage for adjustment for Equipment</i> is		As submitted in the Lot 1 Price Workbook

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]
[REDACTED] of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name [REDACTED]

Position Managing Director

Signature [REDACTED]

Date 22.01.21

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

Signed on behalf of the *Client*

Name [REDACTED]

Position [REDACTED]

Signature [REDACTED]

Date 28/01/2021

Price List

Moreton Lane Access Improvements

Item Number	Description	Unit	Quantity	Rate
1	Project Management	sum		
2	Services Search & Detailed Design	sum		
3	Construction (As per scope)	sum		
4	Provision of data for H&S file	sum		

Sub-total for Moreton Lane

Gipsy Lane Trash Screen

Item Number	Description	Unit	Quantity	Rate
5	Project Management	sum		
6	Services Search	sum		
7	Construction (As per scope)	sum		
8	Provision of data for H&S file	sum		

Sub-total for Gipsy Lane

Homerton Road Trash Screen

Item Number	Description	Unit	Quantity	Rate
9	Project Management	sum		
10	Services Search & Detailed Design	sum		
11	Construction (As per scope)	sum		
12	Provision of data for H&S file	sum		

Sub-total for Homerton Road Trash Screen

Rumer Hill Access Improvements

Item Number	Description	Unit	Quantity	Rate
13	Project Management	sum		
14	Services Search & Detailed Design	sum		
15	Construction (As per scope)	sum		
16	Provision of data for H&S file	sum		

Sub-total for Rumer Hill Access Improvements

Sandyford Brook

Item Number	Description	Unit	Quantity	Rate
17	Project Management	sum		
18	Services Search	sum		

19	Construction (As per scope)	sum			
20	Provision of data for H&S file	sum			

Sub-total for Sandyford Brook

Dowdeswell Reservoir

Item Number	Description	Unit	Quantity	Rate	
21	Delivery and setup of site compound	sum			
22	Removal of site compound and demobilisation activities including site reinstatement and provision of Health and Safety File Information	sum			
23	Maintenance of the site compound	sum			
24	Mobilisation period activities (i.e. H&S documentation; obtaining traffic management permits, project planning; procurement; etc.)	sum			
25	Management and supervision of the construction works	sum			
26	Provision and maintenance of the traffic management system	sum			
27	Cost to move traffic management to encompass each run of fencing	sum			
28	Vegetation Clearance (trees, shrubs, undergrowth)	sum			
29	Dismantle and disposal of old timber fencing (500m)	sum			
30	Supply and install new timber fencing (500m)	sum			
31	Supply and install individual fence posts (including removal and disposal of existing)	nr			
32	Supply and install individual fence infill panel (including removal and disposal of existing)	nr			

Sub-total for Dowdeswell Reservoir

Binswood Trash Screen

Item Number	Description	Unit	Quantity	Rate	
33	Project Management	Sum			
34	Construction (As per scope)	Sum			
35	Provision of data for H&S file	Sum			

Sub-total for Binswood Trash Screen

Bilton Road Trash Screen

Item Number	Description	Unit	Quantity	Rate	
36	Project Management	Sum			
37	Construction (As per scope)	Sum			
38	Provision of data for H&S file	Sum			

Sub-total for Bilton Road Trash Screen

Ashes Road Embankment					
Item Number	Description	Unit	Quantity	Rate	
39	Project Management	Sum			
40	Design of sheet pile capping beam & services search	Sum			
41	Construction (As per scope)	Sum			
42	Provision of data for H&S file	Sum			
Sub-total for Ashes Road Embankment					
The TOTAL of the Prices					

The method and rules used to compile the Price List are
Civil Engineering Standard Method of Measurement 4 th edition (CESMM4) as per the Framework Price Workbook.

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.

A full description of the works at each site and the specification are provided within the Scope document 'SWWM AIW_Scope_2020' (Environment Agency, November 2020).

Please note that under the FCERM Operations Framework the contract will be let on a Short Form Contract Option A. There are some recognised uncertainties over the exact detail of the civils work but for pricing please use the assumptions stated in the Scope document and pricing list so that prices are comparable. If, during the tender return period, assumptions made are considered inappropriate these will be addressed ahead of contract award (please explain in your return if that is the case at any of the sites).

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
N/A		

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Civil Engineering Specification for the Water Industry	7 th Edition	Yes
Lot 1 Specification Supplementary clauses	V1	No
Lot 1 Specification Supplementary clauses for culvert works	V1	No

4. Constraints on how the *Contractor* Provides the Works

1. The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract
 2. The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the works
 3. The *Contractor* is responsible for obtaining an Environmental Permit (where necessary) prior to commencement of works.
 4. The *Contractor* is responsible for the security of the site and of vehicles and pedestrians entering and leaving the site.
 5. The *Contractor* ensures that the site is left properly secured at the end of each working day.
 6. The *Contractor* adequately fences the site and erects fencing and gates before other work starts in that part of the site. The *Contractor* regularly inspects and maintains all site fencing and gates, and promptly repairs defects.
 7. The location and layout of compound areas are to be agreed in conjunction with the *Client* or the *Client's* Delegate.
 8. Compound areas will be reinstated to a standard no less than that recorded in the pre-condition survey.
 9. Except as may be otherwise required by the contract, the *Contractor* designs, constructs, maintains, and afterwards removes and reinstates temporary accommodation, services, compounds, storage areas, site roads and accesses required for the works.
 10. *Contractor* shall provide information for inclusion in the Health and Safety file for each asset. The *Contractor* is required to liaise with the *Client's* CDM Principal Designer .
- 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

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*

Item	Date by which it will be provided
None	
7. Site Information	
<p>Ground Conditions</p> <p>° There is no <i>site</i> investigation information available for the <i>sites (other than Ashes Road)</i>. Due to the nature of the <i>works</i>, it is not thought to be necessary for the purposes of design or construction unless stated.</p> <p>Topographic Surveys</p> <p>° There is no topographic survey information available for the <i>sites</i>. Due to the nature of the <i>works</i>, it is not thought to be necessary for the purposes of design or construction unless stated.</p> <p>Confined Spaces</p> <p>° It is not anticipated that any <i>works</i> in confined space will be required.</p> <p>Access Routes and <i>site</i> Boundaries</p> <p>° Potential access routes have been identified on the drawings listed in the Scope. The <i>Contractor</i> shall agree the access routes and site boundaries with the relevant landowners and obtain all permission for the <i>works</i> under this contract.</p> <p>River Levels</p> <p>° Rivers can be subject to periodic flash floods, where water levels increase significantly and quickly following heavy rainfall. Areas prone to flooding can be identified on the Environment Agency's flood map (http://watermaps.environment-agency.gov.uk/wiyby/wiyby.aspx?topic=floodmap#x=357683&y=355134&scale=2).</p> <p>Existing Site Services</p> <p>° Desk top services information has not been ascertained at this stage.</p> <p>Existing Structures</p> <p>° There are no as built drawings for the assets included as part of the contract.</p> <p>° There are no environmental notes or reports available for the <i>sites</i>.</p> <p>Emergency Access</p> <p>° Operations staff from the Environment Agency may require emergency access to their respective assets throughout the period of the <i>works</i>. The <i>Contractor</i> shall facilitate this access at any point if requested.</p> <p>A full description of the <i>sites</i> is provided within the Scope document 'SWWM AIW_Scope_2020' (Environment Agency, Nov 2020).</p>	

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	<div>████████████████████</div> <div>████████████████████</div> <div>████</div>	<div>██████</div>

2.	<div>████████████████████</div> <div>████████████████████</div> <div>██████████████████</div> <div>████████████████████</div> <div>██████████████████.</div>	Civils works at Moreton lane, Sandyford Brook, Dowdeswell Reservoir, Binswood Road Trash Screen and Ashes Road Embankment.
3.	<div>████████████████████</div> <div>████████████████████</div> <div>████████</div>	<div>████████████████</div>
■	<div>████████████████████</div> <div>████████████████████</div>	Silt Removal