

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – NE Hub

A contract between Natural England

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

And Amalgamated Construction Ltd

For North Ring Drain Bridge Replacement

Contract Forms

- Contract Data
- The *Contractor's Offer* and *Client's Acceptance*
- Price List
- Scope
- Site Information

Bravo Ref 31170

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Natural England	
Address for communications	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Removal of existing bridge, and design and construction of replacement	
The <i>site</i> is	North Ring Drain, Boston Park, Doncaster. NGR SE 6825 0440	
The <i>starting date</i> is	14/12/2020	
The <i>completion date</i> is	01/04/2021	
The <i>delay damages</i> are	£100	Per day
The <i>period for reply</i> 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 *Adjudicator* 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 *Adjudicator*. 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	N/A
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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	£100,000	

The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers
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The <i>tribunal</i> is	litigation in the courts
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The *conditions of contract* 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: The <i>works</i> 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

	<ul style="list-style-type: none"> • 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.
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 31 October 2020.</p>

Contract Data

The Contractor's Contract Data

The Contractor is		
Name	Amalgamated Construction Ltd	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The fee percentage is	As Lot 1 Price Workbook	[REDACTED]
The people rates are		
category of person	unit	rate
Project Manager	hour	£ [REDACTED]
Agent	hour	£ [REDACTED]
Quantity Surveyor	hour	£ [REDACTED]
The published list of Equipment is		CECA
The percentage for adjustment for Equipment is		[REDACTED] [REDACTED]

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 £106,610.73

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name [REDACTED]

Position [REDACTED]

Signature [REDACTED]

Date 26.11.20

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

Signed on behalf of the *Client*

Name [REDACTED]

Position [REDACTED]

Signature [REDACTED]

Date 18th December 2020

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
1	Provision of detailed design of the new bridge	1	Sum	████████	████████
2	Completion and submission of Planning Application	1	Sum	████████	████████
3	Removal of and disposal of existing bridge	1	Sum	████████	████████
4	Construction of new bridge	1	Sum	████████	████████
5	Preliminaries – Fixed Items	1	Sum	████████	████████
6	Preliminaries – Time Related Items	4	Week	████████	████████
The total of the Prices					106,610.73

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.

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. The *Contractor* shall liaise with the *Client* on a weekly basis or as required to perform the *Works*.
2. The *Contractor* shall provide a detailed engineering design for the replacement bridge by 19/12/20
3. The *Contractor* shall seek planning permission for the removal of the old bridge and its replacement with the new design.
4. The *Contractor* shall remove the existing bridge and dispose of all material resulting from the removal.
5. The *Contractor* shall carry out all works and provide materials required to construct/install the new bridge.
6. The *Contractor* shall provide appropriate H&S file by 1/4/2021.
7. The *Contractor* shall provide a detailed as built drawing by 1/4/2021.
8. The *Contractor* shall produce a monthly report detailing:
 - a. Progress against programme;
 - b. Breakdown of spend to date, and forecast of spend moving forwards;
 - c. Risks and issues;
 - d. Health and safety matters.

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.

1. The contractor will act as CDM principle designer and Contractors or Principal contractors, and will Liaise with Natural England's Project Officer as Client
2. The contractor is required to provide a detailed engineering design for the replacement bridge.
3. The contractor is required to seek planning permission for the removal of the old bridge and its replacement with the new design.
4. The contractor is to remove the existing bridge and dispose of all material resulting from the removal.
5. The contractor is to carry out all works and provide materials required to construct/install the new bridge.
6. The contractor is to provide an appropriate H&S file and provide a detailed as built drawing.
7. The *Contractor's* work complies with the FCRM Operational Framework – North Hub agreement.
8. The *Contractor* completes a public safety risk assessment (PSRA) for the *site*.

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

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.

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 shall not commence any work on the site until the Client, or their representative has confirmed the absence of any protected species in the work area.

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.

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

Map of Site and Location

Previous report on the existing bridge (Poor Piece Bridge)

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Central Alliance ██████████ ██████████ Form of Contract:	Ground Investigation Borehole & Testing
2.	Ron Hull Demolition ██████████ ██████████ Form of Contract:	Removal and disposal of existing bridge
3.	 Form of Contract:	
4.	 Form of Contract:	