

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

Amalgamated Construction Ltd

For

KSL & SSD Higher Risk Debris Screens ESE to Construction

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	The Environment Agency	
Address for communications	Guildbourne House Chatsworth Road Worthing West Sussex BN11 1LD	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	To provide the South East CDF Lot 1 Consultant, hereafter referred to as the Consultant, with Early Supplier Engagement advice and support, assisting the Appraisal and Detailed Design for the KSL & SSD Higher Risk Debris Screens.	
The <i>sites</i> are	Eynsford Close Debris Screen , BR5 1DP NGR – TQ44332 66951 Downham Lane Debris Screen , BR1 4PQ NGR – TQ38941 71356 Rydal (Tiepigs) Debris Screen , BR4 9QH NGR – TQ39341 65800 Kingsway Debris Screen , SW20 9PB NGR – TQ2319 6794 Ashlone Wharf Debris Screen , SW15 1NB NGR – TQ23482 76222 Five Oak Weedscreen , TN12 6RJ NGR – TQ64533 45252 Barnham Trading Post Debris Screen , PO22 0ES NGR – SU95991 04396	
The <i>starting date</i> is	28 th October 2020	
The <i>completion date</i> is	7 th May 2021	
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	-	% 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 <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000.00	
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 £...NIL..... 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 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	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 • 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 <i>Client's</i> 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, until 31 October 2020.

Contract Data

The *Contractor's* Contract Data

The <i>Contractor</i> is		
Name	Amalgamated Construction Ltd	
Address for communications	Whaley Road, Barugh, Barnsley, South Yorkshire, S75 1HT	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	12	%
The <i>people rates</i> are		
category of person	unit	rate
General Foreman	hr	22.46
Project Manager	hr	40.68
Quantity Surveyor	hr	30.89
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*.

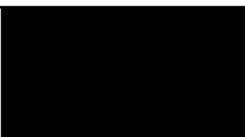
The offered total of the Prices is £ 35,080.36

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name 

Position Managing Director

Signature 

Date 08.10.20

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

Signed on behalf of the *Client*

Name 

Position Senior Category Officer

Signature 

Date 16/10/20

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
	ESE Support Eynsford Close Debris Screen	Day	12	██████	██████
	ESE Support Downham Lane Debris Screen	Day	12	██████	██████
	ESE Support Tiepigs Debris Screen	Day	12	██████	██████
	ESE Support Kingsway Debris Screen	Day	12	██████	██████
	ESE Support Ashlone Wharf Debris Screen	Day	12	██████	██████
	ESE Support Five Oak Weedscreen	Day	12	██████	██████
	ESE Support Barnham Trading Post Debris Screen	Day	12	██████	██████
	Day long collaborative team site visit at each site to review site and discuss options	Day	1 per site	██████	██████
The total of the Prices				£35,080.36	

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

1. Description of the *works*

Background

[REDACTED], the Environment Agency's National stock of debris screens was reviewed for compliance with the debris screen guidance that was current at the time of their construction. The review's main objectives being to ensure effective flood risk management and to limit any possible civil liability. A three phase National Review was undertaken with the support of JBA Consulting.

[REDACTED]
[REDACTED]
The remaining 60% were equally split between

- those identified as being non-compliant with guidance,
- those where it was uncertain whether the screen was compliant with guidance.

The 2nd phase of the National Review divided this 60% into higher or lower risk categories depending on [REDACTED]

[REDACTED]
In Phase 3A of the National Review, JBA Consulting were appointed and undertook a site visit and an engineering assessment of the higher risk debris screens. This was based on debris screen guidance from 1992, 2002 and 2009. This provided a determination of works that needed to be carried out to the screen in order to comply with guidance. The works were categorised into remove, modify or replace, however in some cases no works were required as the assets were deemed compliant with the 2009 guidance.

[REDACTED]
[REDACTED] These screens will form a separate study undertaken by the Areas in the coming years.

JBA Consulting have undertaken further assessments of the higher risk debris screens for their compliance with the Culvert, Screen and Outfall Manual C786, published by the Construction Industry Research & Information Association (CIRIA) in 2019

The next stage to be undertaken is the appraisal and design of the screens

Outcomes

The Scope of this Contract is to support and assist JBA Consulting, hereafter referred to as the Consultant, by providing them with Early Supplier Engagement advice and support as identified as required by the Consultant.

This support will allow the Consultant to carry out the appraisal and detailed design of the KSL Area's six (6) and SSD Area's one (1) designated higher risk debris screens.

The sites included are:

Eynsford Close Debris Screen, BR5 1DP NGR – TQ44332 66951

Downham Lane Debris Screen, BR1 4PQ NGR – TQ38941 71356

Rydal (Tiepigs) Debris Screen, BR4 9QH NGR – TQ39341 65800

Kingsway Debris Screen, SW20 9PB NGR – TQ2319 6794

Ashlone Wharf Debris Screen, SW15 1NB NGR – TQ23482 76222

Five Oak Weedscreen, TN12 6RJ NGR – TQ64533 45252

Barnham Trading Post Debris Screen, PO22 0ES NGR – SU95991 04396

The *Contractor* shall collaborate with the Consultant as the Consultant develops their designs, to provide them the guidance on the ability and methodology required to remove or modify the existing screen installations, or to build and install new screen installations at the named sites.

This sharing of experience and knowledge should inform the design process, enabling the efficient removal, modification, manufacture and installation of new screens as appropriate for each location.

The main objective of the project is to ensure the seven designated higher risk debris screens named above are compliant with the latest debris screen Construction Industry Research and Information Association (CIRIA) guidance document, Culvert, Screen and Outfall Manual - C786, thereby removing potential legal liability.

Furthermore, the screen designs shall take into account the *Client's* operational needs as identified to improve operational health and safety issues, status monitoring and ease of maintenance.

The improvements to these screens will deliver a reduction in the flood risk and improved operational conditions.

The *Contractor* shall undertake the following ESE activities to support the Consultant:

1. Support the Consultant in the optioneering process to fully consider and address sustainability, including carbon reduction, as strategic outcomes. The *Client's* business case template further requires separate option appraisals of sustainability benefits and whole-life carbon to compare with the economic cost effectiveness appraisal and promotes a preference for the most sustainable option.
2. Support the Consultant in the production of an outline design and detailed design that seeks to provide the optimum economic, technical, social and environmental/sustainability/carbon outcomes, supported by evidence that will enable the *Client* to produce a Full Business Case. The carbon budget for the project has been set to 7,642 tonnes of CO₂ (KSL screens 6,377 tonnes of CO₂ and SSD 1,265 tonnes of CO₂).
3. Provide advice and produce a buildability statement for each screen, supported by the Consultant.
 - Identify and record the extent of the working area and location of site compound for each screen, supported by the Consultant.
 - Construction advice including the need for any temporary works
 - Product recommendation and selection
 - Fabrication advice
 - Identification of construction risks and mitigation measures available
 - Interpretation of existing services and topographical data
 - Identification of any constraints or knowledge gaps
4. Creation of the construction programme.
5. Support the Consultant in the scoping of surveys (GI, Structural, Services etc.). The undertaking of any survey work, if required, will be subject to a Compensation Event.
6. A combined site visit will be necessary at each screen location. Teams from the *Client*, Consultant, *Contractor* and additional parties identified as required, will conduct this visit. The purpose of each visit will be to view the site to identify the physical and operational constraints and opportunities it provides, to discuss early design considerations and to inform the ongoing design process.
7. Attend a one-day team-building event for key members of the project team. This day will help to create an inclusive environment for the project team as a whole. The *Contractor* and the Project Executive shall support the Service Manager, in the creation and maintaining of the inclusive, whole project team environment.
8. Attend regular project progress meetings. Meetings may be virtual meetings or held in the *Client's* or Consultant's local offices dependent upon the COVID19 restrictions and recommended working practices in place at that time.
9. Be an integral member of Project Board, attending meetings as organised by the *Client*. The *Contractor* shall also provide input to the Consultant's project progress update at Project Board meetings as required.

Additional activities required by the *Client* including but not limited to, ground investigation, structural investigation and construction works may be added to this contract, via compensation event, at the *Client's* discretion.

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
Culvert, screen and outfall manual - CIRIA C786 guidance	12/2019	yes
SHEW CoP LIT 16559		yes
BS5930:2015 + A1:2020 Code of Practice for Ground Investigations		yes
HSG47 – Avoiding Danger from Underground Services		yes
Briefing Note on the use of plastic products in EA assets		no
National Standard Technical Specifications for Surveying Services 4.01 guidance	01/06/2018	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* shall not seek to gain access to any of the Sites without confirmation from the *Client*, or their representative, that all necessary notice has been served to the appropriate landowners and or tenants. The *Client's* Estates team will identify landowners and carry out landowner negotiations

If additional *works* are included as a Compensation Event, the *Contractor* shall not commence any work on the Sites until the *Client*, or their representative, has accepted the method statements and risk assessments related to the task being undertaken.

If additional *works* are included as a Compensation Event, the *Contractor* is to prepare for the *Client's* acceptance the Environmental Action Plan (EAP) prior to starting the *works*. If the *Contractor* encounters any invasive non-native species (INNS) at the Sites, their presence shall be notified to the *Client* immediately and disruptive work in their vicinity shall cease.

The *Contractor* is to plan their work in collaboration with the Consultant to ensure that all tasks be delivered in line with the Consultant's programme requirements.

The *Contractor* shall prioritise and plan their work to be in accordance with the ecological survey calendar and in full consideration of any sensitivities thereby identified.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

Should any activity be required to take place outside of general site hours, prior to their being undertaken, the *Contractor* shall notify the *Client* seeking permission to proceed. No out of hours works are to be undertaken until permission is granted.

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* shall submit their 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 and those tasks as updated from discussion with the Consultant.
- (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

The programme shall be delivered to the *Client* in Microsoft Project 2016 Professional format, updated with progress on a monthly basis.

Completion of the *works* shall be agreed to be when the *Contractor* has provided all elements requested by the Consultant to allow the Consultant to deliver detailed design for each of the debris screens listed to the *Client* or when the Consultant deems no further ESE support is necessary.

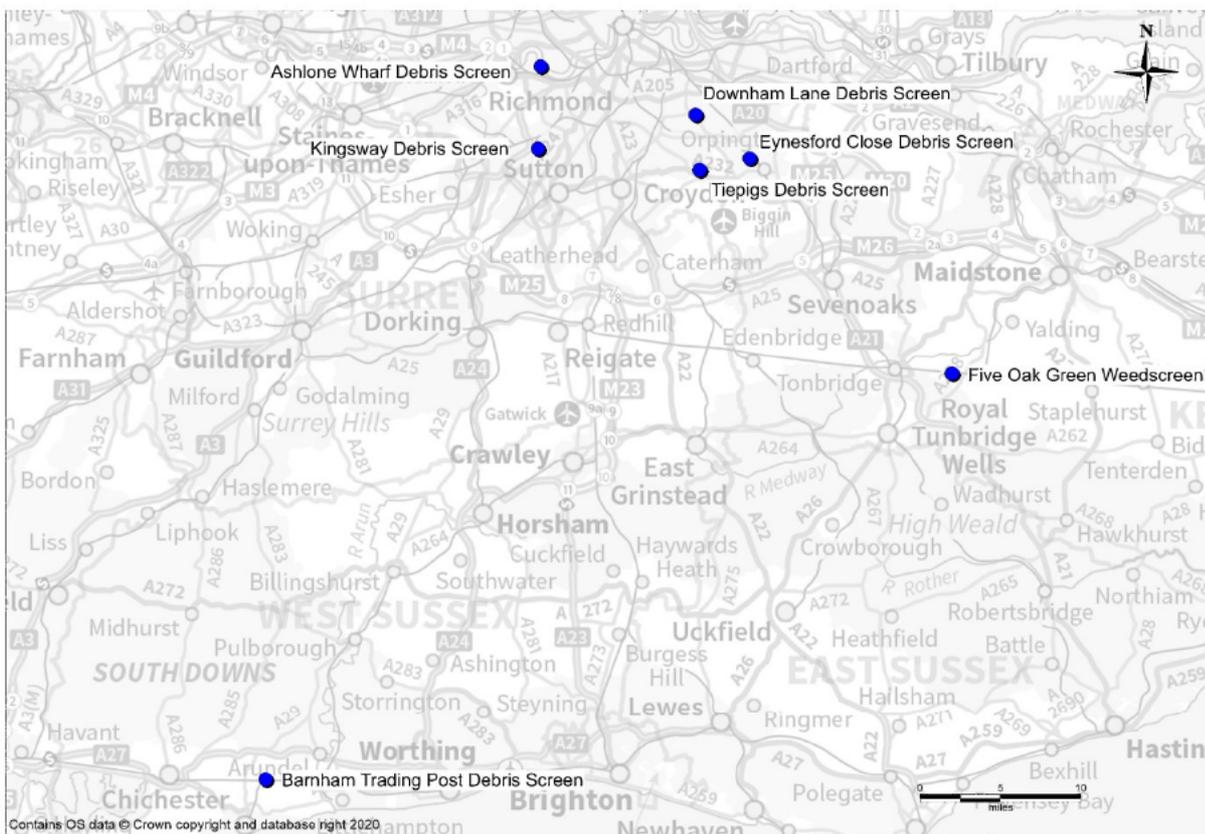
6. Services and other things provided by the *Client*

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

Site Locations:



ENV0002589C-JBA-SS-KSL195755-RP-C-0045-S3-P02-A1200-EA1-LOD1-Eynesford_Close
ENV0002589C-JBA-SS-KSL196770-RP-C-0027-S3-P02-A1200-EA1-LOD1-Downham_Lane
ENV0002589C-JBA-SS-KSL197429-RP-C-0046-S3-P02-A1200-EA1-LOD1-Tiepigs
ENV0002589C-JBA-SS-KSL204316-RP-C-0028-S3-P02-A1200-EA1-LOD1-Kingsway_Trash_Screen
ENV0002589C-JBA-SS-KSL278209-RP-C-0047-S3-P03-A1200-EA1-LOD1-Ashlone_Wharf
ENV0002589C-JBA-SS-KSL311135-RP-C-0029-S3-P02-A1200-EA1-LOD1-Five_Oak_Green_Weedscreen

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	n/a Form of Contract:	n/a
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	