

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – South West Hub

A contract between

The Environment Agency
Manley House,
Kestrel Way,
Sowton Industrial Estate,
Exeter,
EX2 7LQ.

And

For

DCIS - Hydrometry and Telemetry Package of Projects

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	Manley House, Kestrel Way, Sowton Industrial Estate, Exeter, EX2 7LQ.	
Address for electronic communications		
The <i>works</i> are	Package of projects described in site specific packs for Okehampton, Loddiswell, Cowley Bridge and Woodmill.	
The <i>site</i> is	Details included in site specific pack for below sites. <ul style="list-style-type: none"> - Cowley Bridge Gauging Station - Loddiswell Gauging Station - Okehampton Gauging Station - Woodmill Gauging Station 	
The <i>starting date</i> is	8 th July 2022	
The <i>completion date</i> is	10 th January 2023	
The <i>delay damages</i> are	as described in the Contract Data Section of the Site Specific Pack	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 *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	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 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 £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 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	<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 this 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"> • 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 	

	<ul style="list-style-type: none"> • 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	<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.
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
Z30.0	<p>Material Price Volatility</p> <p>The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.</p>
Z30.1	<p>Z30.1 Defined terms</p> <p>a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.</p> <p>b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.</p> <p>c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.</p>
Z30.2	<p>Z30.2 Price Volatility Provision</p> <p>Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:</p> $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$ <p>If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the Client. The PVP calculated at the last assessment before 30 June 2023 is used for calculating the price increase after that date.</p>
Z30.3	<p>Z30.3 Price Increase</p> <p>Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.</p>
Z30.4	Z30.4 Compensation Events

The Contractor shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31st Jul 21	In period costs only	No
31st Aug 21	In period costs only	No
30th Sept 21	In period costs only	No
31st Oct 21	In period costs only	No
30th Nov 21	In period costs only	No
31st Dec 21	In period costs only	No
31st Jan 22	In period costs only	No
28th Feb 22	In period costs only	No
31st Mar 22	In period costs only	No
30th Apr 22	In period costs only	No
31st May 22	In period costs only	No
30th Jun 22	In period costs only	No
31st Jul 22	In period costs only	No
31st Aug 22	In period costs only	No
30th Sept 22	In period costs only	No
31st Oct 22	In period costs only	No
30th Nov 22	In period costs only	No
31st Dec 22	In period costs only	No
31st Jan 23	In period costs only	No
28th Feb 23	In period costs only	No
31st Mar 23	In period costs only	No
30th Apr 23	In period costs only	No
31st May 23	In period costs only	No
30th Jun 23	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Amalgamated Construction Ltd (AmcoGiffen)	
Address for communications	Whaley Road, Barugh, Barnsley, South Yorkshire, S75 1HT	
Address for electronic communications		
The fee percentage is	12	%
The people rates are		
category of person	unit	rate
Project Manager	Hour	£35.36
Quantity Surveyor	Hour	£27.12
Senior Site Agent	Hour	£27.12
Supervisor	Hour	£21.03
The published list of Equipment is		As per CECA
The percentage for adjustment for Equipment is		As per CECA

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	£284,806.43 (Two hundred eighty four thousand, eight hundred and six Pounds and forty three pence)
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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	
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Position	
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Signature	
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Date	18/07/2022
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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	
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Signature	
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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.

Cowley Bridge Gauging Station

Item Number	Description	Unit	Quantity	Rate	Price
Site A -					
The full Scope is described in Site A -					
1	Provide design of in river temporary works	SUM	1	11482.85	£11,482.85
2	Provide method of safely moving materials from Roadside to embankment	SUM	1	10790.92	£10,790.92
3	Provide Traffic Management plan and consents	SUM	1	585.92	£585.92
4	CDM documentation for Client acceptance/ approval (including CPP, RAMS, Temp Works)	SUM	1	10337.85	£10,337.85
5	Preconstruction ecological check	SUM	1	680	£680
6	Provide a concise photographic pre-construction condition survey report	SUM	1	1003	£1003.00
S102.1	Preparatory works and protection.	SUM	1	6959.34	£6,959.34
S102.2	Installation of ductwork and enabling works to support cable paths.	SUM	1	9234.34	£9,234.34
S102.3	Installation of a new kiosk and post and rail fence amendments.	SUM	1	4839.05	£4,839.05
S102.4	In river/channel works to install/secure the new base board to the bridge abutment.	SUM	1	8230.78	£8,230.78
S102.5	Installation of conduit and high-level sensor on New Bridge.	SUM	1	3800	£3,800
S102.6	Finishing Works	SUM	1	12097.21	£12,097.21

7	Provision of as constructed record i.e. photographic record and mark up of construction drawings	SUM	1	5500	£5,500
8	Contractor input into Health and Safety File	SUM	1	5500	£5,500
	Overhead	%	11	15,667.60	£15,667.60
The total of the Prices				£106,708.86	

Loddiswell Gauging Station					
Item Number	Description	Unit	Quantity	Rate	Price
1.1	Pre Commencement activities, to include compliance with CDM Regulations and associated documentation	Sum	1	3024.80	
Preparatory Works					
1.2	TEMPORARY SUPPORT	Sum	1	4157.66	
1.3	SITE CLEARANCE AND PROTECTION	Sum	1	5407.66	
1.4	SCAFFOLD, to include design and certification	Sum	1	3815.66	
Dismantling and Removal of Existing Gauging Hut					
1.5	INSTALL NEW SECURITY GRILL TO SECURE STILLING WELL	Sum	1	5807.66	
1.6	DISMANTLE AND REMOVE EXISTING BUILDING	Sum	1	6013.39	
1.7	EXISTING FLOOR TILE REMOVAL	Sum	1	3747.16	
Construction of New Gauging Hut					
1.8	SETTING OUT	Sum	1	3747.16	
1.9	CAST NEW CONCRETE OVERSLAB	Sum	1	6151.14	
1.10	CONSTRUCT TIMBER FRAMES WALL PANELS OFF SITE	Sum	1	9619.26	
1.11	ERECT NEW TIMBER FRAMED WALL PANELS	Sum	1	5982.16	
1.12	FRAME OUT NEW ROOF STRUCTURE	Sum	1	5984.07	
1.13	NEW DOORS	Sum	1	7815.06	
1.14	EXTERNAL TIMBER CLADDING	Sum	1	6381.97	
1.15	NEW ROOF CLADDING, FASCIA AND RAINWATER GOODS <ul style="list-style-type: none"> SOLAR PANEL INSTALLATION NEW INTERNAL LININGS & INSULATION NEW TELEMETRY DESK	Sum	1	12281.59	

	TELEMETRY BENCH SURVEY				
1.16	SOLAR PANEL INSTALLATION	Sum	1	Incl	Incl
1.17	NEW INTERNAL LININGS & INSULATION	Sum	1	6284.47	
1.18	NEW TELEMETRY DESK	Sum	1	Inc in item 1.15	0
1.19	TELEMETRY BENCH SURVEY	Sum	1	Inc in item 1.15	0
Finishing Works and Withdrawal From Site					
1.20	PROVISIONAL SUM FOR ADJUSTMENTS TO EXISTING STEPS	Sum	1	500	
1.21	GROUND REINSTATEMENT AND CLEARANCE	Sum	1	8420.86	
	<i>Do not insert any additional lines unless formally raised as a clarification</i>				
The total of the Prices				£105141.73	

Woodmill Gauging Station Desilt					
Item Number	Description	Unit	Quantity	Rate	Price
3.1	Pre Commencement activities, to include compliance with CDM Regulations and associated documentation	Sum	1	2611.27	£2,611.27
Preparatory Works					
3.2	Environmental Checks & Site Inspection and Protection	Sum	1	2611.27	£2,611.27
Shoal Removal					
3.3	Excavate shoal area & deposit down stream	M3	160	165.02	£26,403.20
Finishing Works and Withdrawal from Site					
3.4	Ground reinstatement and site clearance	Sum	1	6330.10	£6330.10
	<i>Do not insert any additional lines unless formally raised as a clarification</i>				
The total of the Prices				£37955.84	

Okehampton Mill Road					
Item Number	Description	Unit	Quantity	Rate	Price
4.1	Option 1 – Individual Mini Piles	PSUM	1	35000	£35,0000
The total of the Prices				£35,000	

The method and rules used to compile the Price List are					

Scope

Detailed scope for each project is included within the Site Specific Packs

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.

Detailed description of the works for each project is included within the Site Specific Packs. A brief description of the projects is provided below.

Sensor Arrays – Cowley Bridge Gauging Station and Okehampton Mill Road

The Environment Agency need to complete the installation of two sensor arrays at Cowley Bridge and Okehampton Mill Road. Currently for Okehampton Mill Road we only have the options report, option 1 is the chosen route, please price as best as you can with the information provided. Including mobilisation and preliminary's, further scope and detail will be provided during the tender period to assist you with pricing.

This is to improve the Hydrometry and Telemetry at these two sites which are currently below standard in their sensing capability. This data is used to provide flood warning alerts at these two locations.

Consulting Engineers have been appointed for each project to prepare a design and specification for these works on the basis that the work will be completed this summer.

This project required working within the watercourse and monitoring of weather and water levels to ensure the safe execution of the works. Access to the works at each site is by land under other ownership. The EA has permission to access the site provided any disturbed surfaces are reinstated.

The works involve:

- Preparatory Works
- Installation of sensors
- FBG enhancements
- Withdrawal From Site.

Loddiswell Gauging Hut

The works will also involve the installation of a new Gauging Hut at Loddiswell Gauging Station to replace an existing GRP aged building. The Contractor shall carry out the pre commencement and on site that includes the following:

- Preparatory Works and Protection
- Dismantling and Removal of Existing Gauging Hut
- Construction of New Gauging Hut
- Finishing Works and Withdrawal from Site

Desilt project

The Environment Agency also need to complete the desilting of a weir at Woodmill. The works are to be completed before or during summer to restore data quality in low flows. Enough material will be removed so weirs are clear for summer 2023.

2. Drawings

List the drawings that apply to the contract.

Okehampton

Drawing Number	Revision	Title
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See SSP		
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Cowley Bridge

Drawing Number	Revision	Title
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See SSP		
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Loddiswell

Drawing Number	Revision	Title
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See SSP		
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Woodmill

Drawing Number	Revision	Title
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See SSP		
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3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
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SHEW CoP		no
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CDM L153 Managing Health and Safety in Construction	2015	yes
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4. Constraints on how the *Contractor* Provides the Works

<p>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>.</p>	
See Site Specific Packs	
<p>Working times</p> <p>The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)</p>	
<p>5. Requirements for the programme</p>	
<p>See Site Specific Packs for requirements for individual project programmes</p>	
<p>The <i>Contractor</i> is to submit an overarching programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> 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:</p> <p>(a) Period required for mobilisation/ planning & 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's</i> risks.</p> <p>(e) Completion date</p>	
<p>6. Services and other things provided by the <i>Client</i></p>	
<p>Describe what the <i>Client</i> will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.</p>	
<p>Item</p>	
See Site Specific Packs	

Site Information	
See Site Specific Packs	
17712 EA Okehampton Mill Road Options Report 31Mar22	

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	Glanville Construction Ltd
2.	Form of Contract:	Gallford Try Ltd
3.	Form of Contract:	Axeminster Excavators Ltd
4.	Form of Contract:	