



NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – North West Hub

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And



For

H&T ENVIRONMENTAL PROGRAMME
WEIR SURVEYS AND MINOR WORKS

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	Environment Agency, Richard Fairclough House, Knutsford Rd, Latchford, Warrington WA4 1HT	
Address for electronic communications		
The <i>works</i> are		
The <i>site</i> is		
The <i>starting date</i> is		
The <i>completion date</i> is		
The <i>delay damages</i> are	nil	Per day
The <i>period</i> for reply is		weeks
The <i>defects date</i> is		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: TBC		
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
--	----------

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 <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	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	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															
Z30.0	Material Price Volatility The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 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%.															
Z30.1	Defined terms 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. 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. 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.															
Z30.2	Price Volatility Provision Through a Compensation Event the Client shall pay the PVP. PVP is calculated as: Assessment x MF x L = PVP															
Z30.3	Price Increase 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.															
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 2022 period compensation event. <table><tr><td>Assessment Date</td><td>Defined Cost?</td><td>Forecasted Cost?</td></tr><tr><td>31st Jul 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Aug 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Sept 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Oct 21</td><td>In period costs only</td><td>No</td></tr></table>	Assessment Date	Defined Cost?	Forecasted Cost?	31 st Jul 21	In period costs only	No	31 st Aug 21	In period costs only	No	30 th Sept 21	In period costs only	No	31 st Oct 21	In period costs only	No
Assessment Date	Defined Cost?	Forecasted Cost?														
31 st Jul 21	In period costs only	No														
31 st Aug 21	In period costs only	No														
30 th Sept 21	In period costs only	No														
31 st Oct 21	In period costs only	No														

30 th Nov 21	In period costs only	No
31 st Dec 21	In period costs only	No
31 st Jan 22	In period costs only	No
28 th Feb 22	In period costs only	No
31 st Mar 22	In period costs only	No
30 th Apr 22	In period costs only	No
31 st May 22	In period costs only	No
30 th Jun 22	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		
Address for communications		
Address for electronic communications		
The fee percentage is		%
The people rates are	Based on 9hrs/day	
category of person	unit	rate
Contracts/Project Manager	Per Hour	
Site Agent	Per Hour	
General Foreman	Per Hour	
Site Engineer	Per Hour	
Chainman	Per Hour	
Health and Safety Manager	Per Hour	
Senior Commercial Manager	Per Hour	
Senior Quantity Surveyor	Per Hour	
Quantity Surveyor	Per Hour	
Working Ganger	Per Hour	
Steel Fixer/Joiner	Per Hour	
Skilled Operative c/w Plant Ticket	Per Hour	
General Operative	Per Hour	
Plant Operative	Per Hour	
The published list of Equipment is		CECA
The percentage for adjustment for Equipment is		-15% (MINUS)

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]

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

COMMERCIAL MANAGER

Signature

[REDACTED]

Date

17th May 2024

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position

Project Executive

Signature

[REDACTED]

[REDACTED]

Date

29th May 2024

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.	CATON EEL PASS		N/A		
2.	GREAT MUSGRAVE BRIDGE	1	NO		
3.	BULLGILL EEL PASS	1	NO		
4.	CUMMERSDALE	1	NO		
5.	BEETHAM EEL PASS	1	NO		
6.	NEWBY BRIDGE	1	NO		
7.	FORGE WIER (Based on fish track Provisional sum £92 K)	1	NO		
8.	BACKBARROW EEL PASS		N/A		
9.	BACKBARROW FISH COUNTER		N/A		
10.	WEIR INSPECTIONS AND REMEDIAL WORKS (4no Sites)		N/A		
11.	BASINGHYLL DEPOT		N/A		
12.	PRELIMINARIES	WEEKS	17		
12.1	Contracts Manager 30%	WEEK	5.1		
12.2	H&S Advisor	DAY	17		
12.3	Site Manager	WEEK	17		
12.4	Senior Quantity Surveyor 30%	WEEK	5.1		
12.5	Weekly Site Set Up	WEEK	17		
12.6	Insurances	ITEM	1		
12.7	Risk Allowances	ITEM	1		
The total of the Prices				£	

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. 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 Environment Agency (EA) Project and Contract Management (PCM) team for the North West Hub are seeking to appoint a *Contractor* through Lot 1 a framework owned by CCS RF6088

For all sites:

Site Visit / Investigation, Project Management and Design

- .

Construction and Handover

Works required:

The *Contractor* must

Works required:

The *Contractor* must

Works required:

Works required:

The *Contractor* must

Works required:

The *Contractor* must

Constraints on Works:

-

define

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

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*.

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

The Client will provide the Contractor with historic information for three of the sites.

The Client will provide the Contractor with historic photos for each of the sites.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	<p>HWT SOLUTIONS LTD STEWART HOUSE 139 TONGE MOOR ROAD BOLTON, LANCASHIRE BL2 2HR</p> <p>Form of Contract:</p>	DETAILED DESIGN & 3D MODELLING
2.	<p>NORTHERN DIVERS LTD OSLO ROAD SUTTON FIELDS IND ESTATE HULL HU7 0YN</p> <p>Form of Contract:</p>	DIVE SURVEYS AND REPORTS
3.	<p>CMS SURVEYS LTD 308 LONGMOOR LANE LIVERPOOL L9 9BZ</p> <p>Form of Contract:</p>	TOPO & GPR SURVEYS

4.	<p>AES LIMITED RAMSHAW HOUSE RAMSHAW COUNTY DURHAM DL14 0NG</p> <p>Form of Contract:</p>	ECOLOGICAL SURVEYS
5.	<p>FISHTRACK LTD 101 BRIDGE ROAD LOWESTOFT NR32 3LN</p> <p>Form of Contract:</p>	FISH COUNTERS & INSPECTIONS