

NEC4 Engineering and Construction Short Contract

London Procurement Partnership's Minor Works and Maintenance Dynamic Purchasing System (DPS).

A contract between	Environment Agency, Allington Lock, Castle Rd, Maidstone ME16 0LU
And	B E M Builders & Decorators Ltd 4 Danecroft Place Hellingly Hailsham East Sussex BN27 4ES
For	Cottage No.3 External Works
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Allington Lock, Castle Rd, Maidstone ME16 0LU	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	External works including replacement of pitched roof tiles, improvements to fascias and external drainage pipework	
The <i>site</i> is	Located on adjacent to the River Medway at the end of Lock Lane on the north bank of Allington Lock: Medway Valley Countryside Partnership, 3 Lock Cottages, Lock Lane, Sandling, Kent, ME14 3AU	
The <i>starting date</i> is	26 February 2024	
The <i>completion date</i> is	14 July 2024	
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	5	%
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 *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	0.5%	% 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	£10,000,000	
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 £500,000 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</i> nominating body 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	Not Used	
Z1.1	Not Used	
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 Contractor 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.

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	B E M Builders & Decorators Ltd	
Address for communications	4 Danecroft Place, Hellingly, East Sussex, BN27 4ES	
Address for electronic communications	[REDACTED]	
The fee percentage is	0	%
The people rates are		
category of person	unit	rate
Director	hour	[REDACTED]
Estimator	hour	[REDACTED]
Site Manager	hour	[REDACTED]
Safety Consultant	hour	[REDACTED]
The published list of Equipment is		CECA
The percentage for adjustment for Equipment is		[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	£176,956.00 + VAT Excludes: A,B,C,D Remedial repairs. Contingencies and Provisional Sums
	Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name	
Position	Director

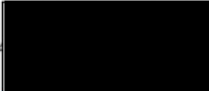
Signature	Contractors_Signature  9D0213B22429425...
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Date	Full Name:  Job Title/Role: Director
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The Client accepts the Contractor’s Offer to Provide the Works
Date Signed: 14.02.2024

Signed on behalf of the Client

Name	
Position	

Signature	Buyers_Signature DocuSigned by:  2C6E9017C57443E...
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Date	











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 EXAMPLE ONLY	Unit	Quantity	Rate	Price £
F	The contractor will be required to submit all necessary RAMS for the works for approval.	1			
G.H	Welfare facilities are to be provided on site by the Contractor with a WC and welfare area in accordance with Regulation 13 of the CDM Regulations 2015. The contractor shall allow for all necessary fencing, hoarding, protective screens, signage, lighting and the like, for the duration of the works. The contractor should note that public access runs along the river to Allington Lock, which will have to be maintained at all times.	1			
I	The contractor shall allow for all necessary fencing, hoarding, protective screens, signage, lighting and the like, for the duration of the works. The contractor should note that public access runs along the river to Allington Lock, which will have to be maintained at all times.	1			
B	Please provide a cost for a full access scaffold to all elevations of the property, including for a temporary tin roof. The scaffolding should be sheeted so that works can be undertaken in poor weather conditions. Allow for all necessary protection to the scaffold poles, temporary lighting and signage for the duration. All ladders should be removed at nighttime, or fitted with ladder guards.	1			
C	The contractor shall provide a cost for a scaffold alarm for the duration of the works, which should be monitored during out of hours.				

E	Carefully strip off all roof slopes to all elevations, setting aside good quality clay tiles for re-use. Carefully remove existing clay ridge tiles and set aside for re-use.	1			
F	Carefully remove all timber battens and underfelt, back to the original rafters, and denail.	1			
G	Provide and fix new Tyvek underlay breathable membrane to complete roof slopes fixed according to the manufactures' recommendations. To open eaves, provide and fix new one width of Type 1F bitumen underslaters felt under the Tyvek to close off the eaves, both of which should be dressed down into the new gutters.	1			
H	Provide and fix new Class 1 graded quality softwood treated battens size 38mm x 25mm on rafters, nailed to rafters with 65mm galvanised wire nails to BS 5534. Battens to be fixed with minimum 65mm gauge and maximum 100mm. Gauges of less than 88mm not recommended.	1			
I	Provide and lay plain tiles (reusing good quality saved tiles) and new mixed plain handmade clay tiles to roof slopes with all tiles fixed with ring shank nails every three courses. Allow for all new valley tiles. Double course to be provided to the eaves and tiled undercloak to verges, pointed all on completion.	1			
J	Rebed existing decorative clay ridge tiles, mixing with new where necessary, and bedding on sand and cement.	1			
K	To chimneys, lift existing lead flashings, and provide and fix new Code 4 lead soakers and reform new Code 4 lead aprons and back gutters, dressed up stack, and complete with Code 4 lead cover flashings, and leave sound.	1			
L	To dormer window to river elevation, allow for the dressing of a new Code 4 lead flashing to the underside of the window cill, with further lead flashings to the window linings.	1			
A	To internal return (by rear door), provide and fix new Code 4 lead soakers and stepped lead flashings, including to rear of store.	1			
B	Lead parapet gutter runs to the rear of the property. Allow for lifting of the leadwork and disposing of. Allow for lifting of boarding and laying new 19mm waterproof plywood stepped as necessary, and securely fixed. Provide	1			

	and lay new Code 6 lining on lead underlay dressed up new fillet to tiling to wall by min 100mm. Provide and fix new Code 4 100mm lead cover flashing to max 1500mm lengths, with leadwork dressed down as necessary.				
C	To adjacent parapet wall hack off existing sand and cement fillet and dispose of. Provide and lay new brick on edge engineering brick, and point all on completion. Allow for two metal cramps to end brick.	1			
D	Whilst carrying out roofing works, carefully remove existing fixed rooflight dispose of. Provide and fix new Stella bespoke fixed Conservation rooflight complete with integral flashings and lead cover flashings.	1			
E	To the tool store roof soffit, take down defective rendered soffit back to timber laths, and renew building up in sand and cement to match the existing, leaving all ready for decoration.	1			
F	To two chimney stacks, provide all necessary access and undertake minor spot repointing in lime mortar to match existing.	1			
G	To main chimney stack carefully remove boiler flue terminal and dispose of. Provide and fix new clay pot to match existing pots, bedded on sand and cement and leave sound.	1			
H,I	To two chimney stacks carefully inspect flaunching to chimney pots. Hammer test and make good to leave pots secure. To 5no. open pots, provide and fix clay pepperpot chimney flue roof terminals to match.	1			
J	The contractor shall allow for cleaning out of all gutters, rainwater outlets, gullies and the like, and leaving the gutters in a clean condition. All joints should be checked together with support brackets, and resecured as necessary.				
K	On the north elevation (rear), allow for the replacement of a high level cast iron fitting to the downpipe, and securing to the wall.				
L	To the rear of the tools store, undertake alterations to downpipe to gutter, and refix to wall, extending pipe to shoe so it discharges well away from the building.				
M	The contractor shall allow for the coating of all internal faces of the cast iron gutters with a coat of good quality bitumastic paint.				

A	To the rear access steps from the kitchen, jet wash clean brickwork and remove defective non-slip finish to treads.				
B	To rear steps, provide and fix new fine grit Anti-slip GRP stair treads, including to complete half landing, secured in position, with DDA compliant yellow nosing's.				
C	"The contractor shall allow for the cutting out and replacement of damaged, or spalled bricks, in isolated locations, and renewing to match, repointing in a soft lime mortar. The contractor shall allow for the replacement of 15no. Bricks."				
D	"The contractor shall allow for the repointing of the stone elevations, which is to be agreed on site with the Contract Administrator, in various locations, using a soft lime mortar with galletting where appropriate, and leave to match the existing. Allow a Provisional area of 50 sq. m "				
E	To inner box gutter, the external wall is cracked (by staircase). Carefully disc cut and insert 4no Helifix bars evenly along crack, fixed in accordance with the manufacturers recommendations, and point all on completion				
F	To rear elevation, carefully remove redundant balanced flue from previous central heating boiler. Prepare opening back to sound ragstone and provide good quality second hand ragstone, and infill making good using a soft lime mortar to match existing.				
G	The contractor should allow for the overhaul of all windows, prior to decoration, including for easing and adjusting, oiling hinges, replacing missing furniture, easing paint bound hinges, and leaving ready for decoration.				
H	Allow a Provisional Sum of £350 for the replacement of any cracked glass.				
I	To office two (east elevation) carefully cut out existing softwood cill, and piece in new pre-treated timber, to match (approximately 1500mm long) plugging and securing in position, and running new mastic seal on completion. Prime and seal all edges/faces of timberwork prior to fixing, and allow for an additional undercoat when decorating.				
J	To fascia to lefthand side of main entrance door carefully remove existing damaged batten and plywood boarding and dispose of. Provide and fix new external grade marine plywood board and pretreated batten and leave ready for decoration.				
K	To above parapet gutter, strip out existing leadwork and dispose of. Take up boarding and provide and fix 19mm external grade marine plywood and new Code 5 lead				

	linings, on approved felt, dressed up the wall and complete with Code 4 lead cover flashing. Allow for forming assume 100mm collar for outlet into new downpipe.				
L	To three external doors, allow for easing and adjusting prior to decorations, including for running of new mastic seals to frames where required. The contractor should note that the door to the tool store has dropped, and will require taking off and repositioning, including for the adjustment of locks, and for refixing on completion.				
A	"To tool store, allow for relocating stored goods as required, and for undertaking repointing to external walls in lime based mortar. Allow a Provisional Area of 10 sq. m."				
B	The contractor shall allow to take down all of the existing guttering and downpipes and dispose of. Make good all areas disturbed. Provide and fix new Conservation Alumasc Heritage beaded cast aluminium guttering and Alumasc Heritage round cast Aluminium downpipes fixed in accordance with the manufacturers' recommendations.				
C	Excavate garden to expose the drain run serving the wc. Break into branch and provide and fix new M3 floodtec Non return valve or similar approved. Form new upvc inspection cover 600mm dia and cover. Back fill and leave in full working order.				
D	Further drainage works are required to be carried out. Undertake CCTV inspection of drainage system to provide written report, including plan layout of the drainage and costings for repairs.				
E	Allow for cutting back vegetation to the building to allow for the external redecoration. All dead vegetation should be removed and disposed of.				
F	To the garden areas, allow for cutting back of vegetation particularly to the rear, including for removal. The contractor shall allow two men for one day for pricing purposes.				
G	Cut back vegetation around metal rails to front, to allow for the redecoration works to take place.				
H	To all garden areas, allow for jet washing of all concrete, paving, or hardstanding areas, to remove all moss, detritus material and clear from site.				
I	Clean out all gullies, and provide and fix three plastic leaf guards.				
A	To single garage to flank of property provide all necessary safe access and remove existing ridge flashing. Provide and securely fix new preformed polyester paint finished ridge flashing to complete length and leave				

	sound. The contractor should note that the roof may be of asbestos cement sheets.				
B	To rear garden area, clear all yard gullies of debris. To rear of tool store carefully remove existing kerbstone adjacent, and allow for limited excavation of undergrowth. Excavate to agreed depth and lay 1 sq. m of concrete bed 150mm thick with mesh reinforcement, on 150mm compacted Type 1.				
C	To five open wood stores, carefully remove existing plywood and felt boarded roofs and dispose of. Provide and fix new 19mm marine grade plywood fixed to timber bearers. Provide and lay new Supaflex Premier heavy duty polyester reinforced shed felt fixed with clout nails with drip to all edges and leave sound.				
D	To all previously decorated woodwork, prepare, thoroughly rub down, spot prime, and apply one good undercoat, and one coat of gloss oil paint, recoating where required or grinning through, to the approval of the Contract Administrator.				
E	To all decorative bargeboards, fascias, gutterboards and the like, the contractor shall allow for additional preparation, including sanding down and burning off as necessary.				
F	To all windows, inspect putties prior to decorations, remove all cracked, aged or dry putties, prepare timber and apply new linseed putty, leaving sound, and ready to receive decoration.				
G	To all metalwork, thoroughly prepare and scrape with wire brush to remove all loose or flaking paint film. Spot apply rust inhibitor, and apply two coats of Metalshield paint. The metal brackets to the front elevations should be decorated. All metal fencing and gates should be decorated.				
H	The contractor shall allow for thoroughly cleaning down all plastic downpipes and hopperheads.				
I	Allow for preparing all fences and timber sawn timber areas, and for redecorating using Sadolin Shed and Fence all Weather Barrier. Where necessary, apply second coat.				
N	To all metal railings and gate to front of property, thoroughly prepare and to all bare surfaces apply Metalshield primer, prior to applying single coat of Metalshield gloss paint.				
A	PAGE 3/21. Completion				
The total of the Prices				£176,956.00 + VAT	

The method and rules used to compile the Price List are

Scope

Refer to the Scope which has been prepared as a separate document (file name 'NEC4 ECSC Scope Cottage No.3 External Works – Final.pdf').

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.

Description of the *works* is included in the Scope document (file name 'NEC4 ECSC Scope Cottage No.3 External Works – Final.pdf')

2. Drawings

There are no existing drawings that apply to the contract.

Drawing Number	Revision	Title

3. Specifications		
Applicable specifications are included in the Scope.		
Title	Date or Revision	Tick if publicly available
4. Constraints on how the <i>Contractor</i> Provides the Works		
Constraints on how the <i>Contractor</i> provides the works are included in the Scope.		
Working times		
The <i>Contractor</i> will be permitted to work as described in the Minimum Technical Requirements (included as appendices to the Scope).		
5. Requirements for the programme		
Details of programme requirements and completion requirements are described in the Scope.		
The <i>Contractor</i> submits his programme within 2 weeks of the <i>starting date</i> 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 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
- (f) Planned Completion
- (g) Float

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

As described in the Scope.

Item	Date by which it will be provided
Listed Building Consent	29/03/24
Type 3 Asbestos Survey	04/03/24
Building Control Consent	29/03/24
Notice of Intended Entry	26/02/24

Site Information

Refer to the separate Site Information document (file name 'Cottage No.3 External Works – Site Information.pdf' and associated appendices).

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
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1.	Mcshane Roofing LTD Wiseaction House 15-20 Gresley Road St. Leonards-On-Sea Sussex TN38 9PL GBR	Roofing and Exterior works
2.	Colossus Scaffolding Ltd Office 7 15-20 Gresley Road St Leonards On Sea East Sussex TN38 9PL	Scaffolding
3.		
4.		