

NEC4 Engineering and Construction Short Contract

Lots 2 and 3

National Property Flood Resilience Framework

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And

Lakeside Flood Solutions Ltd.

For

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 *Client* is

Name

Environment Agency

Address for communications	Manley House, Kestrel Way, Exeter, EX2 7LQ	
Address for electronic communications		
The <i>works</i> are	Replace flood doors and windows	
The <i>site</i> is	3 – 13 Teign View Place, 1 Ivy Lane & The New Quay Inn, Teignmouth.	
The <i>starting date</i> is	To be determined by Contractor's programme but no earlier than 15/04/2023	
The <i>completion date</i> is	To be determined by Contractor's programme but no later than 15/10/2023	
The <i>delay damages</i> are	59.43	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	to be decided for each call off from framework	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does/does not apply? (delete as applicable)		
The <i>Adjudicator</i> is : the person appointed as follows:		
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.
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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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Only enter details here if the *Client* is to provide insurance.

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 <i>works</i>	Minimum £5,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> or earlier termination

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 <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 sub-contractor to the <i>Client</i> for acceptance. A reason for not accepting the sub-contractor 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 him.
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. 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 his 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 subcontractors • 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 <ul style="list-style-type: none"> • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z7.2	The flood / high tide trigger level for Compensation Event shall be 2.82 mAOD (lowest property threshold).
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	Payment on Termination Replace Clause 92.3 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	Data Protection
Z10.1	Schedule 11 – Data Protection Schedule of the Deed of Agreement shall be incorporated into this Agreement.
Z10.2	A request or instruction pursuant to Schedule 11 by the <i>Project Manager</i> shall be treated as being a request or instruction by the <i>Client</i> .
Z10.3	For the avoidance of doubt, reference to Supplier in Schedule 11 is reference to the <i>Contractor</i> .
Z11	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.
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	<p>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>Price Volatility Provision</p> <p>Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:</p> <p>Assessment x MF x L = PVP</p>																																							
Z30.3	<p>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	<p>Compensation Events</p> <p>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.</p>																																							
	<table><tr><th>Assessment Date</th><th>Defined Cost?</th><th>Forecasted Cost?</th></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><tr><td>30th Nov 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Dec 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Jan 22</td><td>In period costs only</td><td>No</td></tr><tr><td>28th Feb 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Mar 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Apr 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st May 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Jun 22</td><td>In period costs only</td><td>Forecasted costs for remainder of contract</td></tr></table> <p>The Defined Cost for compensation events is assessed using</p> <ul style="list-style-type: none">- 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.	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
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Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Lakeside Flood Solutions Ltd.	
Address for communications	Unit 2E, Invest House Bruce Road Fforestfach Ind Estate Swansea SA5 4HS	
Address for electronic communications		
The <i>fee</i> percentage is	0	%
The <i>people rates</i> are		
category of person	unit	rate
Senior Consultant	Daily	£370.00
Consultant	Daily	£290.00
Surveyor	Daily	£245.00
Site Supervisor/Head Installer	Daily	£225.00
The <i>published list of Equipment</i> is		N/A

The *percentage for adjustment for Equipment* is

N/A

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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		£53,915.00
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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	Beth Healey
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Position	
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Signature	
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Date	15/03/23
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	Nicolas Rowlinson
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Position	
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Signature	
Date	11 /5/23

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
	Lakeside amendments/additions noted in blue below All required manufacturing dimensions taken from As-Built Drawings				
1	Single flood door (3 Teign View Place) + glazed/solid side panel with top light up to 300mm H	Sum	1	£3,245.00	£3,245.00
2	Single flood door + glazed panel with electric actuated opening fan light (4 Teign View Place) up to 450mm H	Sum	1	£3,670.00	£3,670.00
3	Single flood door + glazed panel with opening fan light (5 Teign View Place) up to 450mm H	Sum	1	£3,670.00	£3,670.00
4	Single flood door + glazed panel with opening fan light (6 Teign View Place) up to 450mm H	Sum	1	£3,670.00	£3,670.00

Price list based on current door/window combinations at properties. The price list will be updated in line with homeowner preferences.

Scope

Supply and install a range of standard and bespoke flood resistance or resilient products to protect properties from water ingress during flooding. Example of products include flood doors, barriers, airbricks, non-return valves, sump pumps and waterproofing treatments. Minor building works may be required e.g., raising property thresholds, wall construction, or for example pointing of brickwork and stonework using suitable mortars.

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 *Contractor* shall:

1. Liaise with homeowners and ascertain their preference to replacement flood doors and windows (single door + window or double doors).
2. Provide replacement flood doors and windows as per homeowner preference (single door + window or double doors).
3. Make good any rendering removed during door/window replacement and paint.
4. Update existing Health & Safety File (including provision of as-built records).
5. The *Contractor* is required to liaise with the Client's CDM Principal Designer.

Flood design levels:

Teign View Place 4.415 mAOD (approx. 1.4m water depth)

New Quay Inn 4.155 mAOD (approx. 0.45m water depth)

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
Site Plan 1	1 May 2022	Teignmouth FDS Repairs - PFR Site Plan

3. Specifications

List the specifications which apply to the contract.

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Title	Date or Revision	Tick if publicly available
Minimum Technical Requirements (FCRM) including all linked standards contained within.	30/12/21 v12	
<h2>4. Constraints on how the <i>Contractor</i> Provides the Works</h2>		
<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>		
<p>1 - The <i>Contractor</i> shall not commence any work on the site until the <i>Client</i>, or their representative, has accepted the method statements and risk assessments related to this contract.</p>		
<p>2 - The <i>Contractor</i> is to prepare, for the <i>Client's</i> acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the works.</p>		
<p>3 - The <i>Contractor</i> shall not commence any work on the site until the <i>Client's</i> Estates department have served appropriate land entry notices.</p>		
<p>4 – The <i>Contractor</i> shall maintain services to all properties during the course of the <i>works</i>.</p>		
<p>Working times</p> <p>The <i>Contractor</i> will be permitted to work between 8:00am and 6:00pm on weekdays (Monday to Friday)</p>		
<h2>5. Requirements for the programme</h2>		
<p>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.</p>		
<p>State what the use of the <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).</p>		
<p>The <i>Contractor</i> submits his 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 (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. (e) Completion date</p>		

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
None	

7. Site Information

Pre-Construction Information v1 12/05/22

Original scheme flood door and window as-builts

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	<div>Form of Contract:</div>	
2.	<div>Form of Contract:</div>	
3.	<div>Form of Contract:</div>	

4.	<div></div> <div>Form of Contract:</div>	
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