

NEC4 Engineering and Construction Short Contract

Lots 2 and 3	
National Property Flood Resilience Framework	
A contract between	The Environment Agency [REDACTED] [REDACTED] [REDACTED] [REDACTED]
And	Whitehouse Construction Co Ltd
For	Allesley Flood Risk Management Scheme
	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	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Completion of landowner consultation & detailed property surveys to enable the design, supply and installation a range of flood resistance/resilience measures on up to 30 properties.	
The <i>site</i> is	Allesley, Coventry	[REDACTED]
The <i>starting date</i> is	26 th October 2020	
The <i>completion date</i> is	31 st March 2022	
The <i>delay damages</i> are	nil	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	5%
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 *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.

For any one event, the liability of the *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to

Minimum £5,000,000 in respect of every claim without limit to the number of claims

The *Client* provides this insurance

None

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 *Adjudicator nominating body* is

The Institution of Civil Engineers

The *tribunal* is

litigation in the courts

The *conditions of contract* 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 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	<p>Payment on Termination</p> <p>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”.</p>
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

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Whitehouse Construction Co. Ltd	
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people rates</i> are		
category of person	Unit	rate

The published list of Equipment is		
The percentage for adjustment for Equipment is		

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

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 19/10/2020

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 26/10/2020

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

In addition to completing the price list it will be necessary for the Contractor to provide prices for each individual project. It will also be necessary for the Contractor to provide separate invoices at a project level, thus identifying the monthly spend for each of the thirteen projects Further detail of these requirements can be found in Scope document '2.06 - PFR Scope - Additional Pricing & Invoicing Information'

Item Number	Description	Unit	Quantity	Rate	Price
1	Detached Properties - Survey and all overhead costs All consultation costs - Material and Installation costs (For pricing purposes detached properties should include the measures identified within 2 06 PFR Standard Building Pricing Approach.xls)	n/a			
2	Semi Detached Properties - Survey and all overhead costs All consultation costs - Material and Installation costs (For pricing purposes semi0detached properties should include the measures identified within 2 06 PFR Standard Building Pricing Approach.xls)	n/a			
	For Contractor's Use				

The total of the Prices

The method and rules used to compile the Price List are

All prices and associated specifications are in line with the 'National Property Flood Resilience (PFR Framework, Lot 3'.

Scope

The scope can be found in electronic documents;

2.01 - PFR Scope – Summary v3.xlsx

2.02 - PFR Scope Lot 3 v2.doc

2.03 - PFR Scope - Lot 1 v1.doc

2.04 - PFR Scope Lot 2 v1.doc

2.05 - PFR Scope - Property Flood Resilience Homeowner Engagement Plan v2.doc

2.06 - PFR Scope PFR Standard Building Pricing Approach v2.xls

1. Description of the works

The Environment Agency has identified a number of properties that would benefit from Property Flood Resilience (PFR). The Contractor will undertake consultation with the identified property owners. The consultation will establish the total number of properties where PFR will be installed.

On identification of the property owners who wish to proceed with PFR, the Contractor will undertake detailed property surveys to establish the extent of required works (to meet the expectations set out in the scope). On completion of the surveys the Contractor shall design, supply and install a range of flood resistance/resilience measures on up to 30 properties. The contractor shall also attend public meetings and provide training to homeowners on using and maintaining the measures. Expectations of the consultation to be undertaken by the Contractor are outlined in the Scope.

Maps of the areas of interest for the projects below can be found in the site information:



2. Drawings

Drawing Number	Revision	Title
01	1	01 - Allesley- Area of Interest

3. Specifications

Title	Date or Revision	Tick if publicly available
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Minimum Technical Requirements		
Please see the Scope for specification which apply to the contact		
4. Constraints on how the <i>Contractor</i> Provides the Works		
As per the Scope document		
Working times		
The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)		
5. Requirements for the programme		
<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</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>(f) An updated programme shall be submitted by the Contractor on the second Thursday of each month</p>		
6. Services and other things provided by the <i>Client</i>		
Describe what the <i>Client</i> 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	
The Environment Agency will arrange and coordinate drop in sessions that the contractor will attend for each of the projects Please see Scope documentation for further details.		

7. Site Information	
01 Allesley Property Locations	

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	<p>RAB Consultants</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>Form of Contract: NEC4 as per the EA Framework</p>	Detailed design surveys as per the Lot 1 Scope.
2.	<p>Form of Contract:</p>	
3.	<p>Form of Contract:</p>	
4.	<p>Form of Contract:</p>	