

What's this document about? FCRM Operational Framework
Lot 1 NEC4 ECSC template

Who does this apply to? Area Operations

Contact for queries and feedback

- [National Field Operations](#)
- Anonymous feedback for this document can be given [here](#)

IMPORTANT:

Before saving and sending this document out to Contractors please ensure that the Environment Agency banners and the comments designed to assist in completion are deleted.

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Central Hub

A contract between

**The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH**

And

Amalgamated Construction Ltd

For

2021 Lot 1 Civils Package

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	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	2021 Lot 1 Civils Package	
The <i>site</i> is	As defined in project specific scope documents	
The <i>starting date</i> is	02 November 2020	
The <i>completion date</i> is	31 March 2021	
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	nil	%
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 <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 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	12 years following Completion of the whole of the works or earlier termination
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	
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
Z7.2	Additional Compensation Event COVID-19 Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, until 30 June 2020.'

Contract Data

The Contractor's Contract Data

The Contractor is		
Name	Amalgamated Construction Ltd	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The fee percentage is	As submitted in the Lot 1 Price Workbook	[REDACTED]
The people rates are		
category of person	unit	rate
General Foreman	hour	[REDACTED]
Project Manager	hour	[REDACTED]
Quantity Surveyor	hour	[REDACTED]
The published list of Equipment is		
		Client Framework Rates
The percentage for adjustment for Equipment is		[REDACTED]

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	Unit	Quantity	Rate	Price
	Acres Lane				
	Project inception meeting and site visit	sum	1		
	Apply for and secure the required permits/consents for the works	sum	1		
	Project supervision and management including third party liaison and progress meetings	sum	1		
	Design, supply and installation of any temporary works required.	sum	1		
	Dilapidation Survey	sum	1		
	Mobilisation/demobilisation of equipment and welfare facilities	sum	1		
	Removal of the timber baulks from the bridge deck, Removal of the 4no RSJ bridge beams. Removal of the central pier in its entirety, i.e. reinforced concrete cross head and the 3no circular piles. Steel piles to be removed down to at least hard bed level (not soft bed level), and preferably removed altogether	sum	1		
	Risk Allocations for Materials and Divers if required.	sum	1		
	Installation of Kee-Klump type handrail, with mesh infill, to the rear of each abutment / wingwalls. Handrail to be 2-rail, 1.25m to top of top rail. Length of handrail to be approximately [4m (abutment) + 2 x 3m (wingwalls) =] 10m to each abutment	sum	1		
	All work areas and access routes to be reinstated following completion of the works	sum	1		
	All waste is to be removed from site to licenced waste facility.	sum	1		

	Preparation and submission of the Health and Safety File.	sum	1	
Total for Acres Lane				
	Burton Stather Brickyard Outfall			
	Project inception meeting and site visit	sum	1	
	Apply for and secure the required permits/consents for the works. FRAP @ £1,000 Natural England Consent @ £500	sum	1	
	Project supervision and management including third party liaison and progress meetings	sum	1	
	Design, supply and installation of any temporary works required.	sum	1	
	Dilapidation Survey	sum	1	
	Mobilisation/demobilisation of equipment and welfare facilities	sum	1	
	Solution design and approval	sum	1	
	Installation of access steps	sum	1	
	Installation of safe working platform	sum	1	
	Installation of edge protection measures	sum	1	
	Reinstatement of site	sum	1	
	Completion and delivery of Health and Safety file and as built drawings	sum	1	
Total for Burton Stather Brickyard Outfall				
	Cheese House			
	Project inception meeting and site visit	sum	1	
	Apply for and secure the Flood Risk Activity Permit for the works	sum	1	
	Project supervision and management including third party liaison and progress meetings	sum	1	
	Design, supply and installation of any temporary works required.	sum	1	
	Dilapidation Survey	sum	1	
	Mobilisation/demobilisation of equipment and welfare facilities	sum	1	
	Fill of culvert	M3	30	
	Seal flap valve on the River side of the embankment	sum	1	
	Install cap and seal 'dry' side end of culvert	sum	1	
	Reinstate site	sum	1	
	Produce and provide health and safety file	sum	1	
Total for Cheese House				
	Common Lane Bridge			
	Project inception meeting and site visit	sum	1	
	Apply for and secure the required permits/consents for the works	sum	1	

	Project supervision and management including third party liaison and progress meetings	sum	1	
	Design, supply and installation of any temporary works required.	sum	1	
	Dilapidation Survey	sum	1	
	Mobilisation/demobilisation of equipment and welfare facilities	sum	1	
	Removal of the metal 5-bar gate on the west side of the bridge, removal of vegetation, complete removal of bridge, re-instatement and reprofiling of riverbank, topsoil & grass seeding, access route reinstatement and waste removal to licensed facility.	sum	1	
	Preparation and submission of the H & S File.	sum	1	
	Apply for and acquire any licences and permits required to undertake the works such as, but not limited to, Natural England consent and a Flood Risk Activity Permit	sum	1	
	Conduct liaison for access and compound arrangements	sum	1	
Total for Common Lane Bridge				
	Retford Debris Screen			
	Project inception meeting and site visit	sum	1	
	Apply for and secure the required permits/consents for the works	sum	1	
	Project supervision and management including third party liaison and progress meetings	sum	1	
	Design, supply and installation of any temporary works required.	sum	1	
	Dilapidation Survey	sum	1	
	Mobilisation/demobilisation of equipment and welfare facilities	sum	1	
	Solution design and approval	sum	1	
	Supporting civil engineering works for new screen installation	sum	1	
	Procure and install new debris screen	sum	1	
	Installation of any edge protection and other sundries	sum	1	
	Reinstatement of site	sum	1	
	Completion and delivery of Health and Safety file and as built drawings	sum	1	
Total for Retford Debris Screen				
	River Eau Debris Screen	sum	1	
	Project inception meeting and site visit	sum	1	
	Apply for and secure the required permits/consents for the works	sum	1	
	Project supervision and management including third party liaison and progress meetings	sum	1	

	Design, supply and installation of any temporary works required.	sum	1	
	Dilapidation Survey	sum	1	
	Mobilisation/demobilisation of equipment and welfare facilities	sum	1	
	Solution design and approval	sum	1	
	*NEW ITEM Supply and installation of course screen consisting of 13nr circular piles @ 0.3m diameter x 7m long and installation of edge protection.	sum	1	
	In order to have the tops of the pile within 1m of the soffit, 8m piles would be required	sum	1	
	Stone access track	sum	1	
	Reinstatement of site	sum	1	
	Completion and delivery of Health and Safety file and as built drawings	sum	1	
Total for River Eau Debris Screen				
Additional Items				
	Additional Project Manager costs to enable a phased approach to CPP.	sum	1	
	Risk - Brexit	sum	1	
Total for Additional Items				
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

Please see attachments listed below for scopes.

Scope_Acres Lane Bridge

Scope_Burton Stather Brickyard outfall

Scope_Cheest house outfall

Scope_Common Lane Bridge

Scope_Retford Beck Debris screen

Scope_River Eau Debris Screen

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.

Please see scope documents for descriptions of work

In addition to the project scoping documents, all sites are to include pre and post photographic condition surveys.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
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3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes

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.

See project specific scope documents

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 their programme with the *Contractor's Offer* for acceptance. The *Contractor* shows on each programme which they submit 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

Insert sharefile link?

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work