

# NEC4 Engineering and Construction

## Short Contract

FCRM Operational Framework – SSD Hub

A contract between

The Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

And

ECS Engineering Services Ltd

[REDACTED]  
[REDACTED]  
[REDACTED]

For

North Fareham Gauging Station Footbridge Replacement

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	Romsey District Office, Canal Walk, Romsey, Hampshire SO51 7LP	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Replacement of footbridge at North Fareham Gauging Station.	
The <i>site</i> is	North Fareham Gauging Station, Spurlings Road, Fareham, Hampshire PO17 6AA, SU5875207460	
The <i>starting date</i> is	20 September 2021	
The <i>completion date</i> is	31 January 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	104	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) <b>does</b> 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	0.5%	% per complete week of delay.
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**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	£100k
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The <i>Client</i> provides this insurance	None
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### 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 £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
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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	
<b>Only enter details here if additional conditions are required.</b>	
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	<p>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.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
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	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>

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>Delete the text of Clause 92.3 and replace with:</p> <p>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>
Z10.0	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.
Z7.2	<p>Additional Compensation Event COVID-19</p> <p>Managing and mitigating the impact of Covid 19 and work in accordance with Public Health England guidance, as may vary from time to time, from 1st July to 31st August 2021.</p>

# Contract Data

## The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	ECS Engineering Services 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 <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> 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 £45,160

**Enter the total of the Prices from the Price List.**

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 23<sup>rd</sup> September 2021

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 24<sup>th</sup> September 2021

# 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	Mobilisation and demobilisation of site (including site welfare provision throughout the site work in accordance with CDM Regulations 2015)	Sum			
2	Design of replacement pedestrian footbridge	Sum			
3	Construction of replacement pedestrian footbridge – steel beams, timber decking and timber parapets	Sum			
4	Project Management (including applying for a Flood Risk Activity Permit if required, preparation of RAMS, CPP)	Sum			
5	Provision of Health and Safety file	Sum			
The total of the Prices					£45,160

The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4<sup>th</sup> 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.

### **Works**

The *Contractor* is to replace the pedestrian footbridge at North Fareham Gauging Station. The new pedestrian footbridge is to be designed in accordance with the appropriate highways standards. The bridge is to be 1.5m wide (centre-to-centre of parapets), which is the same width as the current footbridge. The Contract is for a design and build of the replacement pedestrian footbridge. The new pedestrian footbridge to consist of steel beams, timber deck, timber parapets.

The following is required:

- The parapets are to be made of timber, and to consist of a handrail and two intermediate horizontal rails. The parapet is to standard height for a pedestrian footbridge;
- A toe board should be installed along the edge of the deck, and a small gap should be provided between the deck of the bridge and the toe board;
- The deck is to be anti-slip;
- Work to include installation of 2 number timber gates, one on each approach to the footbridge;
- Work to include installation of access ramp, made of recycled aggregates, if necessary, between the field and bridge. The new design should avoid any steps.
- The hut door to be sanded and painted dark green using appropriate paint.

The design life is to be 20 years.

The *Contractor* is to complete a design for a replacement pedestrian footbridge;

The *Contractor* is to construct the replacement pedestrian footbridge.

Please note that the *Client* does have some decking boards (FSC oak (30 x 1.6m in length, x 19.5cm in width x 4.5cm in thickness, with anti-slip surface) for the footbridge, and these would be available free of charge to the *Contractor* if required.

Following completion of the design stage, the design will be reviewed and quality assured by the *Client*. The Contractor shall allow 14 calendar days for the *Client* to review the design.

Design and install any temporary works that may be required. If temporary works are required, the *Contractor* is to complete the design of the temporary works, in accordance with the CDM Regulations 2015.

The *Contractor* shall avoid working in the watercourse if possible. The site is located over a weir with an active fish pass. There must not be an increase to flood risk during the works and the *Contractor* shall not damage these structures.

The *Contractor* is to provide site welfare provision, as per CDM Regulations 2015.

The *Contractor* is to liaise with the *Client* on the footpath closure.

The *Contractor* is not liable for the residual life for the existing structure. If further works are identified, the *Client* will review the need for this work, and will issue Compensation Events as appropriate.

### General

The *Contractor* is to complete the work in accordance with the Scope. The *Contractor* will act as CDM Designer, and will be required to complete the following as appropriate to the scale and complexity of the works:

- Drawings as required;
- Temporary works designs, if required;
- Specifications;
- Designer's Risk Assessments;
- Red, Amber Green (RAG) list;
- Buildability Statement.

The *Contractor* will abide CDM principles and liaise with the 'CDM Client' or the *Client*'s 'CDM Principal Designer' as applicable. For this project, the *Contractor* will act as 'CDM Contractor' or 'CDM Principal Contractor', as applicable, and 'CDM Designer'.

The *Contractor* is responsible for applying for and abiding by environmental permits as required. Subject to the method of delivery, the work may require an Environment Agency Flood Risk Activity Permit (FRAP).

The *Contractor* is to complete the necessary paperwork required for construction work, including the Method Statement, Risk Assessment (RAMS) and Construction Phase Plan (CPP). The *Contractor* should allow 14 calendar days for the *Client* to review the paperwork. The *Contractor* shall not start on site, until the RAMS and CPP have been reviewed by the CDM Client and CDM Principal Designer, if applicable.

A Health and Safety File must be completed by the *Contractor* and given to *Client* upon completion of the works. This must include appropriate materials specifications and any relevant drawings.

## 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
249_18_SD11 - fof lot1 spec supplementary clauses	07/2019	No
Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP)	05/2019	No
249_18_SD03 - timber specification document	07/2018	No

Eurocodes (EN)	N/A	Yes
Highways Standards	N/A	Yes
<h2>4. Constraints on how the <i>Contractor</i> Provides the Works</h2>		
<p><b>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>.</b></p>		
<p>The <i>Contractor</i> shall not commence any work on the <i>site</i> until the <i>Client</i>, or their representative, has accepted the method statements and risk assessments related to this contract</p>		
<p>The <i>Contractor</i> is to prepare, for the <i>Client</i>'s acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the <i>works</i></p>		
<p>The <i>Contractor</i> shall not commence any work until footpath closure and diversion is in place.</p>		
<p><b>Working times</b></p> <p>The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)</p>		
<h2>5. Requirements for the programme</h2>		
<p><b>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.</b></p>		
<p><b>State what the use of the <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).</b></p>		
<p>The <i>Contractor</i> submits their programme with the <i>Contractor</i>'s Offer for acceptance. The <i>Contractor</i> 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:</p> <ul style="list-style-type: none"> <li>(a) Period required for mobilisation/ planning &amp; post contract award</li> <li>(b) starting date</li> <li>(c) Each of the activities listed within the Price List</li> <li>(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</i>'s risks.</li> <li>(e) Completion date</li> </ul>		
<h2>6. Services and other things provided by the <i>Client</i></h2>		

**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
FCS oak decking (30 x 1.6m in length x 19.5 cm in width x 4.5 cm in thickness, deck comes with anti slip surface)	TBC
Footpath closure arrangement	TBC
Arrangement of compound area	TBC
Consultation with landowners, including issuing Notice of Entry	TBC

# Site Information

PCI North Fareham Footbridge Replacement\_v4

North Fareham gauging weir footbridge\_Inspection\_report\_Final

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# Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	None expected
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	