

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Central Hub

A contract between

The Environment Agency
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

And

Stonbury Limited

For

Bransby Pumping Station Civil Works
New concrete stairs, landings & accessways.

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	Bransby Pumping Station Civil Works New concrete stairs, landings & accessways.	
The <i>site</i> is	Bransby Pumping Station, [REDACTED] [REDACTED]	
The <i>starting date</i> is	15 th March 2021	
The <i>completion date</i> is	31 st March 2021	
The <i>delay damages</i> are	nil	Per day
The <i>period</i> for reply is	2	week
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	0 5% 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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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	£1,000,000	

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 *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

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. 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 works 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
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, from 1st November 2020 to 31st March 2021

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Stonbury Limited	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	As submitted in the Lot 1 Price Workbook	
The <i>people rates</i> are	As submitted in the Lot 1 Price Workbook	
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

[REDACTED]

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date 03/03/2021

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date 10/03/2021

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		Quantity	Rate	Price
A	Mobilise on site, with welfare, plant, materials and equipment Setting up site / supervision / planning and administration for project				
B	Post works survey report				
C	Temporary works design report				
D	Materials including ready mixed concrete, reinforcement and formwork for shuttering concrete				
E	Plant / equipment hire for the works, excavator, dumper, plant safe, towable concrete pump				
F	Scaffolding / temporary handrails 6 week hire				
G	Prepare area for new staircase; excavate area; set up formwork; cast flight of stairs including landings; strip formwork after concrete has cured and make good embankment where disturbed				
H	Contingency for flood event of area, one day to demobilise / 1 day to re-mobilise. No other costs allowed				
	Note: no allowance for permanent galvanised handrailing and supports (now omitted from scope)				
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

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.

Carry out work as specified by Stuart Smart in the design/SID documents provided

Bransby Pumping Station - Civil Works
New concrete stairs, landings & accessways.

Refer to specification: **NEC4 ECSC SP5-15R Bransby Pumping Station**
Refer to specification: **SP5-15R Bransby Pumping Station Specification for Individual Steps**

Compound areas and accesses to be reinstated to at least pre-entry condition on completion, as per S405 and S409.

2. Drawings

List the drawings that apply to the contract

Drawing Number	Revision	Title
1	0.1	SID SP5-15R ver0.1
2	-	SP5-15R Bransby Pumping Stn, specification for individual steps
3	-	SP5-15R & SP5-33R Bransby Pumping Station works scope
4	0	Drg. SP5-15R Bransby Pumping Station - General Arrangement
5	0	Drg. SP5-15R Bransby Pumping Station Cross-Sections & Dimensions
6	P1	Drg. 13917-H-401-Rev. P1 RC Staircase Details
7	P1	Drg. 16579-H-DR-201-Rev. P1 6m Staircase GA & RC Details
8	P1	Drg. 16579-H-DR-002-Rev. P1 Reinforcement Details
9	0	Drg. SP5-15R Bransby Pump Stn – Stairways Foundations & Landings

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Civil Engineering Specification for the Water Industry	7 th Edition	Yes
Lot 1 Specification Supplementary clauses	V1	No
Lot 1 Specification Supplementary clauses for culvert works	V1	No

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*

Working times

The *Contractor* will be permitted to work between 8 am and 6.00pm on weekdays (Monday to Friday) and 09:00 to 17:00 Saturday and Sunday

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.

Proposed start date: 15/3/2021

Proposed finish date: 31 March 2021

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1). A well maintained watercourse and a set of well maintained accessways to the EA assets.

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
Full service search	Has been obtained
Design information	Bransby Pumping Station Civil Works New concrete stairs, landings & accessways
Pre-construction information	

7. Site Information

Please see PCI packs provided for detailed site information

Water Vole survey - refer to Bransby Pumping Station Project Note no water voles present on site.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
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1	Form of Contract: NEC 4	
2.	Form of Contract:	
3	Form of Contract:	
4.	Form of Contract:	