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 – Northern Hub

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**Cheetham Hill Construction**
For	**Carlisle Phase 1B – Laundry Culvert Construction**
	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	Richard Fairclough House, Knutsford Road, Warrington,WA4 1HT
Address for electronic communications	[redacted]
The *works* are	The project consists of the abandonment of a section of the existing Old Laundry Culvert and its replacement with a realigned new culvert. The main works are as follows: • Sealing of the existing outfall structure • Sealing of a section of the existing outfall section (part 1900x700 box culvert, part 750mm pipe) • Construction of a new manhole chamber at the downstream end of the existing culvert • Installation of approximately 2m x 1m box culvert to BS EN14844: 2006 • Construction of a new manhole chamber to enable section change • Installation of approximately DN900 pipe • Construction of a new outfall structure including 900mm diameter flap valve
The *site* is	[redacted]
The *starting date* is	1st November 2021
The *completion date* is	10th December 2021

The *delay damages* are	[redacted]	Per day
The *period* for reply is	2	weeks
The *defects date* is	52	weeks after Completion
The *defects correction period* is	4	weeks
The *assessment day* is	the last working day	of each month
The *retention* is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply		
The *Adjudicator* 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 *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	0.5	% 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 *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	£250,000	
The *Client* provides this insurance	None	

Insurance Table

Event	**Cover**	**Cover provided until**

Loss of or damage to the *works*	The replacement cost	The *Client's* 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 *Contractor's* 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 *Contractor*) arising from or in connection with the *Contractor's* 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 *Contractor* 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 *Contractor* to use the skill and care normally used by professionals providing works similar to the works	Minimum £..... 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 *Adjudicator nominating body* is	The Institution of Civil Engineers
The *tribunal* is	litigation in the courts

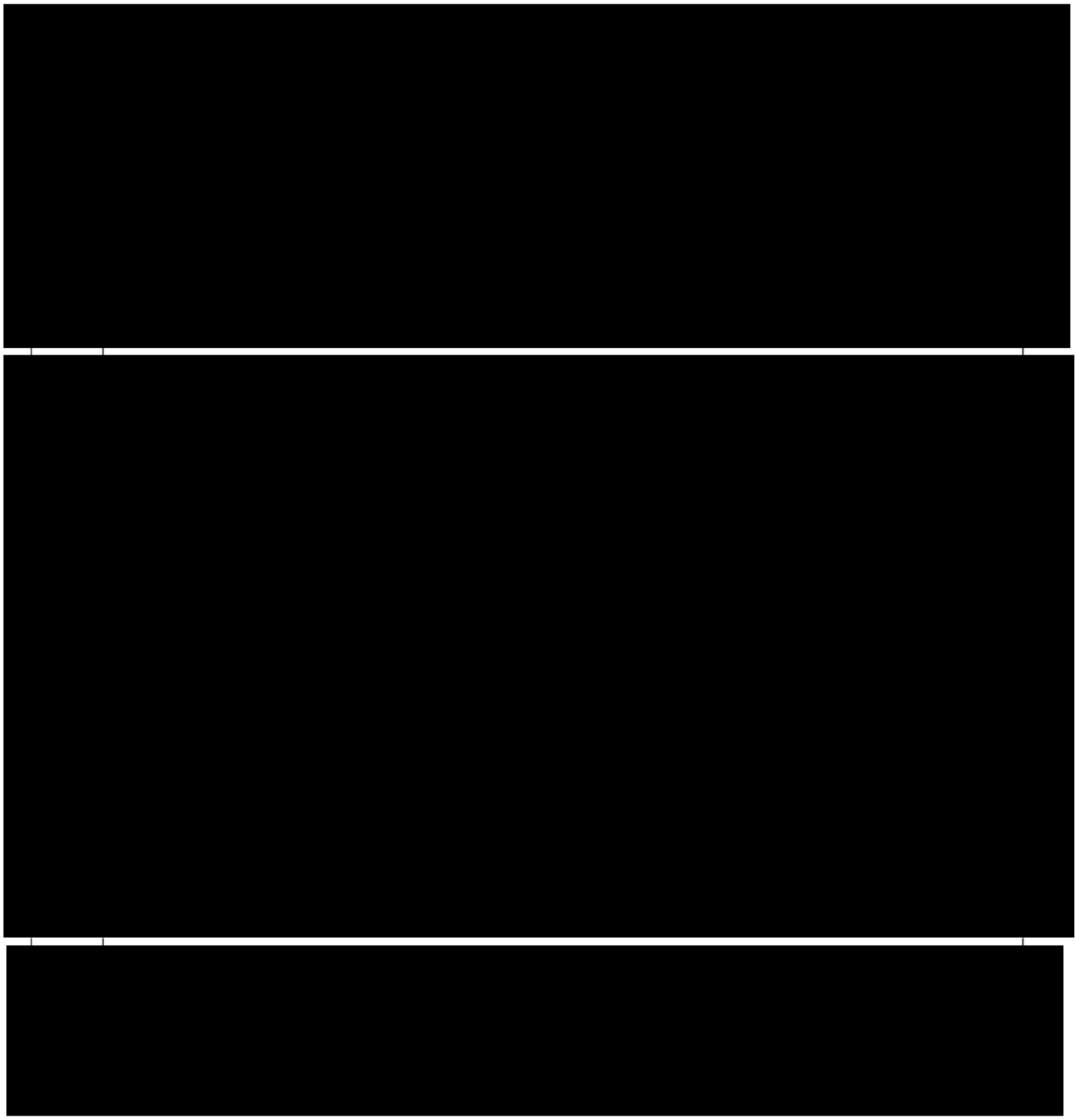
The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions

Only enter details here if additional conditions are required.

Z1.0	Sub-contracting
Z1.1	The *Contractor* submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* 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 *Client* 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 *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* 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 *Client* and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The *Contractor* may publicise the works only with the *Client's* 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 *Client* but is not warranted correct. The *Contractor* 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 *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.

Z6.2	The *Contractor* designs the parts of the works which the Scope states they are to design.
Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design.
Z6.4	The *Contractor* 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 • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* 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 *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* 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.

[redacted]



Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	Cheetham Hill Construction	
Address for communications	Woodhill Road, Bury, Lancs, BL8 1AR	
Address for electro communicati	[redacted]	
The *fee* percentag	[redacted]	
The *people rates* are	As submitted in the Lot 1 Price Workbook	
category of person	unit	rate
Framework Manager	Hour	[redacted]
Site Agent	Hour	
Foreman	Hour	
Chartered Structural Engineer	Hour	
The *published list of Equipment* is		As submitted in the Lot 1 Price Workbook
The *percentage for adjustment for Equipment* is		As submitted in the Lot 1 Price Workbook

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	£174,990.20
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

[redacted]

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

Signed on behalf of the *Client*

[redacted]

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.

Site Setup					
Setting up site compound area.					
Removal of two trees.					
Compound Fencing & Security					
Hardstanding \ bog matts					
Cabins & Welfatre					
Incl. General Prelims (*) outwith the standard Framework Rates.					
Stores					
Misc. Site Setup					
Access constraints over existing flood defence, clearing and setting up site area.					
Pipework & Drainage					
Existing culvert and associated manhole and outfall structure to be abandoned.					
Existing asset within 2m of proposed box culvert and manhole to be demolished, removed from site and ground made good for construction of the proposed manhole and culvert.					
1m width channel with 1 in 2 side slope tying into existing River Petteril river bank.					
Temporary diversion of flows and silt fencing.					
Excavate trenches for culverts and pipes.					
Deposition and disposal off site, excavated arisings.					
Spillway Channel.					
Make good areas.					

Precast Althon SFA15 C Headwall (or equivalent) to fit 900mm dia precast concrete pipe with railing and 400mm x 300mm toe (toe requirement T.B.C)
900mm dia Althon HDPE/SS Flap Valve (or equivalent)
DN900 precast concrete pipe
Bespoke insitu manhole with D400 1200x675mm Ductile Iron access cover
Precast 2000x1000mm Marshall Civil and Drainage (or equivalent) Box Culvert
75mm thick concrete bed
Bespoke insitu manhole with D400 1200x675mm Ductile Iron access cover
Existing 1900x700mm box culvert to be cutback and connected to new manhole
Dealing with Existing flows.
Management Costs

[redacted]

[redacted]

The method and rules used to compile the Price List are the prices listed above and the contractors priced workbook

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.

The Scope of works are provided in:

Design Philosophy and Buildability Statement Section 7 and Outlined below;

The following scope items have been determined to meet the Project Objectives considering available design information and constraints set by the site and the *Client*. The *Contractor* shall agree the exact sequencing of the Works with the *Project Manager* prior to construction. The recommended sequencing of the Works is provided in Section 9.2. In addition, the following scope items the *Contractor* shall carry out the works in accordance with the details provided on the construction drawing listed in Appendix A.
The proposed capital delivery works consists of:
1) Supply and lay 25m in length of DN900 circular precast concrete pipe from Cast Insitu RC Connection Chamber to DN900 Pipe (341834.3, 556085.7) to the 900mm outfall headwall (341810.9, 556096.8) at an approximate depth of 1.65m.

2) Supply and lay 28m in length of 2000mm x 1000mm precast concrete box culvert from Cast Insitu RC Connection Chamber to DN900 Pipe to Cast Insitu RC Connection Chamber to Existing Culvert (341861.6, 556072.2) at an approximate depth of 1.65m.

3) Construct Cast Insitu RC Connection Chamber to Existing Culvert, replacing the existing MH2. The chamber shall be cast in-situ to fit the incoming 1900mmx700mm existing box culvert and the outgoing 2000mmx1000mm new box culvert. Class B brickworks or precast adjusting ring shall be used to set the 1200mmx675mm minimum of Class B125 Ductile Iron access cover at the finished ground level.

4) Construct Cast Insitu RC Connection Chamber to DN900 Pipe. The chamber shall be cast in-situ to fit the incoming 2000mmx1000mm new box culvert and DN900 precast concrete pip. Class B brickworks or precast adjusting ring shall be used to set the 1200mmx675mm minimum of Class B125 Ductile Iron access cover at finished ground level.

5) Supply and install Althon SFA15C precast concrete headwall (or similar approved) as the 900mm outfall headwall for Old Laundry culvert. The headwall shall have minimum of 1130mm circular opening to fit DN900 precast concrete circular pipe. The precast headwall to also include 300mm thick 400mm deep toe and supplied with galvanised steel "Kee Klamp" handrail to be fitted to the back wall and wingwalls. The headwall shall be custom fitted with two lifting eyes on the back wall. The handrail shall be finished to the colour specified in the Specification.

6) Supply and install Althon HDPE/SS (or similar approved) 900mm circular opening flap valve at the Althon SFA 15C headwall. The flap valve shall be custom fitted with two lifting eyes.

7) Construct open channel connecting the outfall from Laundry Culvert to River Petteril at coordinate 341802.3, 556100.8 with an approximate total length of 8m. The channel banks shall tie into existing surrounding ground levels at max slope of 1:3 formed by filter geotextile to form channel, overlaid with circa 500mm thick rip rap of max Dn 200mm infilled with washed riverine material extending 750mm high into the side slopes. Slopes to be lined by biodegradable geotextile, layer of topsoil and suitable grass mix to tie to existing ground levels.

8) Abandonment of existing Old Laundry Culvert from MH2 leading to existing outfall, as per CESWI abandonment requirements. The existing flap valve shall be removed and opening sealed off with metal plate bolted to existing outfall structure.

9) Reinstatement of Site and Work Area as agreed with *Project Manager* and EA Representative.

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 project consists of the abandonment of a section of the existing Old Laundry Culvert and its replacement with a realigned new culvert. The main works are as follows:
• Sealing of the existing outfall structure

• Sealing of a section of the existing outfall section (part 1900x700 box culvert, part 750mm pipe)

• Construction of a new manhole chamber at the downstream end of the existing culvert

• Installation of approximately 2m x 1m box culvert to BS EN14844: 2006

• Construction of a new manhole chamber to enable section change

• Installation of approximately DN900 pipe

• Construction of a new outfall structure including 900mm diameter flap valve

2. Drawings

List the drawings that apply to the contract.

[redacted]

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*.

Constraints are listed within the Design and Buildability Statement Section 1.5

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 his programme with the *Contractor's* Offer for acceptance. The *Contractor* 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:

(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
Not used	

Site Information

ENV0000495C-JAC-ZZ-4P1B2-RA-HS-0001_P01-PCI - DRAFT.pdf is provided in the attached document and explains the existing pre-construction site information for the contract

Proposed sub-contractors

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