

# NEC4 Engineering and Construction

## Short Contract

FCRM Operational Framework – Northern Hub Lot 1

A contract between

The Environment Agency  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

And

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

For

Springwater Park River Restoration Project, Bury

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	Richard Fairclough House, Knutsford Road, Warrington, WA4 1HG	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Design and build of wetland habitat, inset berms on the banks of the River Irwell and open water marshland including a raised footpath	
The <i>sites</i> are	Springwater Park in Bury, M45 7ST	
The <i>starting date</i> is	24/08/20	
The <i>completion date</i> is	31/03/21	
The <i>delay damages</i> are	[REDACTED]	Per day
The <i>period</i> for reply is	4	weeks
The <i>defects date</i> is	N/A	weeks after Completion
The <i>defects correction period</i> is	N/A	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  % 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

The *Client* 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 <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 <i>Works</i>	Minimum <input type="text"/> 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 <input type="text"/> in respect of every claim without limit to the number of claims	<input type="text"/> 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 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 <i>Works</i> . 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 <i>works</i> are affected by any one of the following events <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>
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 31 <sup>st</sup> October 2020
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



# Contract Data

## The *Contractor's* Contract Data

		The <i>Contractor</i> is
Name		
Address for communications		
Address for electronic communications		
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
Framework Manager	Hr	
Site Agent	Hr	
Foreman	Hr	
Chartered Structural Engineer	Hr	
The <i>published list of Equipment</i> is		As submitted in the Lot 1 Price Workbook
The <i>percentage for adjustment for Equipment</i> 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

[REDACTED]

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

20.08.2020

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

27/8/20

# 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.

[illegible]

The total of the Prices					

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.

The price is then to be submitted to the *Client* for approval before any works commence.

The *Contractor* will use the above submitted rates to determine ±charges associated with compensation events. The price is then to be submitted to the *Client* for approval before any works commence.

## Scope

This project is a Design and Build project on the banks of the River Irwell at Springwater Park in Bury. This is currently is an open space and is community led by the Friends of Springwater Park, who have instigated this project. The NGR for the site is [REDACTED] and postcode is M45 7ST.

The main objectives of this project are:

- To install a raised footpath
- To create a wetland area – take the top off and re-seed
- To lower the floodplain
- Desilt the open water
- Create 2 marsh areas
- Create lower berm areas and stabilise
- Re-seed the wetland and lower berm area
- Produce as-built drawings



- **All material excavated will be left on site in designated area**

You are instructed to manage and mitigate the impact of Covid 19 and work in accordance with Public Health England guidance, as may vary from time to time, until 31st October 2020.

This instruction will form a compensation event under Clause 60.1(1). This instruction is time limited until 31 October 2020 when it will expire. You will return to normal workings after this date. However, this date will be kept under review and extended if required.

This instruction is issued in consideration of working in the spirit of mutual trust and co-operation which underpins the NEC Contracts.

## 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 Contractor is to develop outline drawings into full construction drawings and to deliver the project on site and produce as-built drawings post construction.

**List the drawings that apply to the contract.**

Drawing Number	Revision	Title
1	4	Project Overview: Feature detail
2	4	Project Overview: Invasive species and seed mixes
3	4	Feature Sections A-D
4	4	Feature section E-G
5	4	Feature Section H-J
6	4	Feature Section K-N
7	4	Feature Sections O-G
8	4	Feature Sections R-T
9	4	Feature section U-X
10	4	Footpath design
11	4	Walkway design
12	4	Walkway profile
13	4	Suggested spoil cross sections

### 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available

### 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*.

The *Contractor* is not permitted to work on weekends or bank-holidays without prior written authorisation from the Employer.

The *Contractor* must ensure that appropriate consents/permits including highways permits are granted from the Local Authority and other relevant agencies where required. The associated costs of these applications must be included in the tender response.

The *Contractor* carries out all preparatory and preliminary works.

The *Contractor* disposes of all waste off site, unless agreed otherwise with the Employer.

#### Working times

The *Contractor* will be permitted to work between 8.00am and 6.00pm on weekdays (Monday to Friday). The Project Manager must be contacted initially should the contractor want access outside these hours.

### 5. Requirements for the programme

State what the use of the works is intended to be at their Completion as defined in clause 11.2(1).

The Completion Date shall be by 31<sup>st</sup> March 2021. Work cannot commence on site until 14<sup>th</sup> September due to the last invasive weed spray before works begin.

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 provided
PCI – Springwater Park	19/05/20
EAP – Environmental Action Plan	26/05/20

## 7. Site Information

The main users of the park are members of the ‘Friends of Springwater Park’, however, Bury Council are the landowners and the EA have been engaging with both parties regarding this scheme. City of Trees and Mersey Rivers Trust also have an interest in this site, so design review meeting will need to take place with all parties involved and designs will need to be approved by Bury and EA.  
UU have a water main going through the site, so the Principal Contractor will need to liaise with them also.

# Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>	Design works for the project.
2.	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>	Japanese Knotweed Specialist.
3.	<div>TBC</div> <div>Form of Contract:</div>	Landscape /Seed Planting.
4.	<div>Form of Contract:</div>	