NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – North Hub

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**A E Yates Ltd.**
For	**Reinstatement and betterment of Salford Reservoir**
	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	Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications	[redacted]	
The *works* are	Reinstatement and betterment of Salford Reservoir	
The *site* is	Salford Reservoir M7 3TL	
The *starting date* is	[redacted]	
The *completion date* is	[redacted]	
The *delay damages* are	[redacted]	[redacted]
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	[redacted]	[redacted]
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	£100,000.00	
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 £2,000,000 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 *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.
Z30.0	Material Price Volatility The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.
Z30.1	Defined terms a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due. b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it. c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.
Z30.2	Price Volatility Provision Through a Compensation Event the Client shall pay the PVP. PVP is calculated as: Assessment x MF x L = PVP
Z30.3	Price Increase Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.
Z30.4	Compensation Events The Contractor shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31st Jul 21	In period costs only	No
31st Aug 21	In period costs only	No
30th Sept 21	In period costs only	No
31st Oct 21	In period costs only	No
30th Nov 21	In period costs only	No
31st Dec 21	In period costs only	No
31st Jan 22	In period costs only	No
28th Feb 22	In period costs only	No
31st Mar 22	In period costs only	No
30th Apr 22	In period costs only	No
31st May 22	In period costs only	No

30th Jun 22	In period costs only	No
31st Jul 22	In period costs only	No
31st Aug 22	In period costs only	No
30th Sept 22	In period costs only	No
31st Oct 22	In period costs only	No
30th Nov 22	In period costs only	No
31st Dec 22	In period costs only	No
31st Jan 23	In period costs only	No
28th Feb 23	In period costs only	No
31st Mar 23	In period costs only	No
30th Apr 23	In period costs only	No
31st May 23	In period costs only	No
30th Jun 23	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and

- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	A.E.Yates Ltd	
Address for communications	Cranfield Rd, Lostock, Bolton BL6 4SB	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	%
The *people rates* are	[redacted]	
category of person	unit	rate
The *published list of Equipment* is		
[redacted]		
The *percentage for adjustment for Equipment* is		
[redacted]		

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	**£162,577.54**
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	[redacted]

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

Signed on behalf of the *Client*

Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	[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.

Item Number	Description	Unit	Quantity	Rate	Price
	[redacted]				
	[redacted]				
	[redacted]				
	[redacted]				
	[redacted]				
	[redacted]				
	[redacted]				
	[redacted]				
	[redacted]				
	[redacted]				
	[redacted]				
	[redacted]				
	[redacted]				
	[redacted]				

	[redacted]	[redacted]			[redacted]
	[redacted]	[redacted]			[redacted]
	[redacted]	[redacted]			[redacted]
	[redacted]	[redacted]			[redacted]
	[redacted]	[redacted]			[redacted]
	[redacted]	[redacted]			[redacted]
	[redacted]	[redacted]			[redacted]
	[redacted]	[redacted]			[redacted]
	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
	[redacted]	[redacted]			[redacted]
				The total of the Prices	162,577.54

The method and rules used to compile the Price List are

[redacted]

Scope

1. Description of the *works*

Background:

Prior to construction of the reservoir, the area has a long history of flooding with the most server flooding taking place in 1866 and 1946, with more recent events occurring in 1980, 1998 and 2003. The flood event in 1946 resulted in 243 hectares being flooded affecting 5,000 homes and 300 industrial premises.

The reservoir provides 650,000m^3 of storage for floodwater providing a Standard of Protection (SoP) of 1:100 year (1%) event (at the time of construction). Construction of the basin was completed in 2017.

The Reservoir Act (1975) allows a minimum 3-year period before issue of the Preliminary Certificate. This is to allow the reservoir to meet an acceptable standard as required under the Reservoir Act (1975). During this period, in 2020 during Storm Ciara the flood storage basin operated resulting in damage to several of the newly constructed assets. The damage caused by the flooding event meant that the Final Certificate could not be provided, and works are required to get the basin to the required standard.

The works:

The *Contractor* will be responsible for all design works. The *Contractor* will be responsible for constructing the approved designs.

The works consist of:

1. Outfalls management
   Outfalls to the River Irwell from all 19 manholes are unsupported and have observed varying degree of erosion or sediment deposit. The *Contractor* shall provide and install headwalls and erosion protection at the 19 outfalls. The design should reduce future maintenance and options to stabilise the outfalls and reduce erosion risk where possible.

2. Non-return valves:
   Non-return valves (such as Duckbill/Flap valves) are required (19 in total) to prevent backflow of water and siltation within the toe drain.

3. Riverbank Reinstatement (Outfall 15):
   At the outfall from manhole 15, a section of the riverbank has eroded. The *Contractor* shall reinstate the riverbank. The design should reduce future erosion and maintenance requirements where possible.

4. Riverbank Reinstatement (Outfall 16):
   Downstream of outfall 16, a section of the riverbank has eroded. The *Contractor* shall reinstate the riverbank. The design should reduce future erosion and maintenance requirements where possible.

5. The rock rolls supporting transducers have moved. The *Contractor* shall reinstate the riverbank and provide erosion protection upstream of the access. The design should reduce future maintenance requirements where possible.

6. CCTV Inspection Survey:
   The *Contractor* shall complete CCTV inspection survey for the length of the embankment toe drain and outfall pipes to check for sediment deposition. The *Contractor* shall sample and test the material to determine the source (embankment or river deposits). The *Contractor* shall determine and undertake the necessary actions to clear any silt deposits, for the purposes of the cost build up the *Contractor* shall assume that 10% of the toe drains contains silt.

7. Sealing joints in the outlet structure culvert:

Joints within the outlet structure culverts have pulled apart and need resealing. The report produced by the construction engineer highlights the severity and location of these issues.
This culvert is a confined space. The *Contractor* shall reseal the joints.

8. Sealing joints intake structure
   Six joints on the intake structure have pulled apart and need resealing. The *Contractor* shall reseal the joints.

9. Sealing joints outlet structure
   Three joints on the outlet structure have pulled apart and need resealing. The *Contractor* shall reseal the joints.

10. Replacement of manhole covers.
    There have been issues on the site of vandalism to the manholes. All 19 manhole covers on the site need to be replaced with heavy-duty alternative that reduces the risk of vandalism and removal.

11. Tree and vegetation clearance
    There is substantial growth around the site that will require clearance to allow construction. The *Contractor* shall clear vegetation and trees to allow construction.

Design requirements:

The *Contractor* shall allow 2 weeks for all designs of the above to be reviewed by the *Client* and Reservoir Construction Engineer.

The *Contractor* will submit designs to the *Client*'s representative in electronic and pdf format. These designs will be checked by the *Client* before being signed off for construction.

The *Contractor* will be expected to detail the design, including but not limited to:

- Design specifications, standards and codes of practice
- Size and / or space limitations
- Loading and capacity requirements
- Operational performance requirements and design life
- Environmental standards
- Design quality evaluation criteria

Testing:

The *Contractor* will be required to carry out waste sampling for any materials anticipated to be removed from site. The results of this analysis should be provided to the *Client's* representative prior to the material being removed.

Final Clean:

Any damage caused by the *Contractor* is the *Contractor*'s responsibility to reinstate.

The *Contractor* will hand over the works on completion once agreed with the *Client's* representative. All equipment, temporary structures, and tools to be removed prior to this.

Update to H&S file
The *Contractor* shall provide as built drawings, material specification sheet and any additional information sufficient to enable update to the Health and Safety file.

Correcting defects:

The *Contractor* will agree any Defects with the *Client* upon completion of the works and detail how and when the Defects will be rectified. The *Client* will provide access where possible.

Security:

The area has a history of vandalism, and the *Contractor* shall take the necessary precautions for the safety of their site during working hours and non-working hours. It is the *Contractors* responsibility to supply security.

The *Contractor* will ensure that the site shall be secured during operational hours and out of hours to ensure no access by members of the public. All plant and equipment shall either be locked away or immobilised out of hours to prevent unauthorised operation.

Management:

The *Contractor* shall attend a Pre-Start meeting on site or via appropriate MS Teams method. Following commencement of the works, a two weekly site progress meeting either face to face or via MS Teams. The *Contractor* will be responsible for preparing and issuing the minutes of these meetings.

The *Contractor* shall submit a two weekly progress report for review by the *Client's* representative prior to the progress meeting.

2. Appendixes

Drawing Name	Revision	Title
DWG_ECSC001	1	Site red line boundary

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
Minimum Technical Requirements	V12 Dec 2021	Available through framework
SHEWCOP	May 2018	Available through framework
Reservoir Act 1975	1975	yes

4. Constraints on how the *Contractor* Provides the Works

All designs must be submitted to the *Client* for review of the reservoir panel engineer. The *Client* will have 2 weeks to reply.
The reservoir is operational, works must cease if warning of a flood event is alerted and access must be clear for incident responding staff.
Ground conditions can be poor with wet weather.
The *Contractor* will be working near water and within confined spaces.
The *Contractor* will be working near the public. Suitable traffic management will be needed to be implemented to segregate public from plant and works.
Invasive species are present on site and have been treated in some locations. Precautions shall be taken to ensure invasive species are contained and not spread.
The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract. There is a 2-week period were method statements and risk assessments to be assessed.
The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the works.
The *Contractor* will submit method statements and risk assessments to the *Client* representative for information, prior to carrying out the works.
The *Contractor* is to prepare, for the *Client's* acceptance, the Traffic management plan (TMP) prior to starting works.
The *Contractor* will be required to take pre-construction photos to monitor damage on site.
The existing dam structure including earth embankment must not be compromised as a result of the works. All disturbance to be reinstated to satisfaction of Construction Engineer.
Any damage caused by the *Contractor* will need to be repair to the original standard.
The *Contractor* is responsible for providing all welfare facilities on site.
The *Contractor* is responsible for the removal of waste off site.
The *Contractor* will ensure that all public access roads shall be kept free from site debris and mud for the duration of the works

5. Requirements for the programme

The *Contractor* submits their 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) Contract Start Date
(b) Design Start
(c) Design Completion
(d) Period required for mobilisation/ planning & post contract award
(e) Construction Start Date
(f) Each of the activities listed within the Price List
(g) 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.
(h) Construction completion date
(i) Contract Completion Date

A programme of works to be submitted as part of the tender return.

An updated programme to be supplied by the 10th every month.

Programme shall be produced using Microsoft Project and submitted through Asite.

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**
Access	[redacted]
Access to the kiosk.	[redacted]

Site Information

NGR: SD8183600540

Grandstand Ave, Salford M7 3TL

"Salford Flood Alleviation Scheme (Castle Irwell) Pre-Construction Information. May 2022"

Information included in document "Salford Flood Alleviation Improvements - PCI Additional Information, Project_36371"

The site is surrounded by the River Irwell with vehicular access granted by Grandstand Avenue. There is a secondary vehicle access from Cromwell Road, if required. There is a pedestrian footbridge to the northwest of the site. The site is a public space and will remain open to public during works.
The basin is operational and may be impounded during a flood event. At this time the site will be closed off to all until it has been deemed safe to reopen by the incident management team from the Environment Agency.
The basin is classed as a class A reservoir and the Environment Agency will be continuing maintenance on the basin to ensure it is to standard.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	