

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Southwest Hub

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And

Land & Water Services

For

Small Works Package Wessex H&T – Bishops Hull gauging station modifications

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	<div>██████████</div> <div>██████████████████</div> <div>██████████</div> <div>██████████████████</div> <div>██████████████</div> <div>██████████</div>	
Address for electronic communications	<div>██</div>	
The works are	Construction of modifications to Bishops Hull gauging station	
The site is	Bishops Hull Gauging Station, River Tone, Netherclay, Bishops Hull, Taunton TA1 5EE NGR: ST2057425015	
The starting date is	To be determined by the successful Contractor's programme, but no earlier than 27 th June 2022	
The completion date is	To be determined by the successful Contractor's programme, but no later than 31 st March 2023	
The delay damages are	nil	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		% 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	£100,000	
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 £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 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	<p>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.</p> <p>The Contractor does not proceed with the relevant work until the Client has accepted this design.</p>
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	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The works are affected by any one of the following events</p> <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 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	<p>Delete the text of Clause 92.3 and replace with:</p> <p>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.</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.
Z30.0	<p>Material Price Volatility</p> <p>The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 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%.</p>
Z30.1	<p>Defined terms</p> <p>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.</p> <p>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.</p> <p>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.</p>
Z30.2	<p>Price Volatility Provision</p> <p>Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:</p> $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$

Z30.3	<p>Price Increase</p> <p>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.</p>																																							
Z30.4	<p>Compensation Events</p> <p>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 2022 period compensation event.</p> <table><tr><th>Assessment Date</th><th>Defined Cost?</th><th>Forecasted Cost?</th></tr><tr><td>31st Jul 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Aug 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Sept 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Oct 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Nov 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Dec 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Jan 22</td><td>In period costs only</td><td>No</td></tr><tr><td>28th Feb 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st Mar 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Apr 22</td><td>In period costs only</td><td>No</td></tr><tr><td>31st May 22</td><td>In period costs only</td><td>No</td></tr><tr><td>30th Jun 22</td><td>In period costs only</td><td>Forecasted costs for remainder of contract</td></tr></table> <p>Defined Cost for compensation events is assessed using the Defined Cost at base date levels for amounts related from rates stated in the Contract Data for</p> <p>Materials and Equipment and the Defined Cost current at the date the compensation event was notified, adjusted to base date by PVP for the last assessment of the amount due before that date, for other amounts.</p>	Assessment Date	Defined Cost?	Forecasted Cost?	31 st Jul 21	In period costs only	No	31 st Aug 21	In period costs only	No	30 th Sept 21	In period costs only	No	31 st Oct 21	In period costs only	No	30 th Nov 21	In period costs only	No	31 st Dec 21	In period costs only	No	31 st Jan 22	In period costs only	No	28 th Feb 22	In period costs only	No	31 st Mar 22	In period costs only	No	30 th Apr 22	In period costs only	No	31 st May 22	In period costs only	No	30 th Jun 22	In period costs only	Forecasted costs for remainder of contract
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Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Land & Water Services Ltd	
Address for communications		
Address for electronic communications		
The fee percentage is	As framework	%
The people rates are	As framework	
category of person	unit	rate
The published list of Equipment is		As framework
The percentage for adjustment for Equipment is		As framework

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	£283,176.09
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	Enter the total of the Prices from the Price List.
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Signed on behalf of the Contractor

Name	
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Position	
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Signature	
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Date	20/06/2022
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The Client accepts the Contractor's Offer to Provide the Works

Signed on behalf of the Client

Name	
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Position	
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Signature	
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Date	06/07/2022
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Price List

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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.

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Item Number	Description	Unit	Quantity	Rate	Price
1	Apply for a Flood Risk Activity Permit (FRAP) for the works as designed and for any temporary works that require a FRAP	1	sum	2,659.50	2,659.50
2	Demolition of existing gauging station hut and construction of new gauging station hut	1	sum	102,707.19	102,707.19
3	Modification to existing 12m weir to provide a lower 4m weir, installation of eel tiles over this lower weir and construction of dividing wall between the different height weirs	1	sum	40,370.76	40,370.76
4	Provision and installation of pre-fabricated weir crest plates	1	sum	23,499.45	23,499.45
5	Construction of new stairs for access to the weirs	1	sum	18,831.83	18,831.83
6	Installation of lower level inlet pipe to maintain connection between the river and the existing stilling well	1	sum	6,848.38	6,848.38
7	Assessment of cableway stanchion footings on right bank during hut demolition and confirm back to Client findings in writing.	1	sum	392.25	392.25
8	Design and installation of any temporary works required to undertake the works	1	sum	34,376.35	34,376.35
9	Delivery of H&S file	1	sum	1,409.50	1,409.50
10	Mobilise and Set up site compound	1	sum	3,830.44	3,830.44

11	Demobilise and reinstate site	1	sum	4,455.44	4,455.44
12	Management, Supervision, welfare and other prelims	1	sum	43,795.00	43,795.00
The total of the Prices				£283,176.09	

The method and rules used to compile the Price List are
Civil Engineering Standard Method of Measurement 4 th 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.

As defined in:

Small Works Package Wessex H&T – Bishops Hull gauging station modifications - Scope

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
122485-BVL-Z0-BH-DR-C-00003	P01	Gauging Station Site Location and Site Plan
122485-BVL-Z0-BH-DR-C-00004	P04	Gauging Station GA Plan New Works
122485-BVL-Z0-BH-DR-C-00005	P04	Gauging Station New Lowered Weir GA Plan
122485-BVL-Z0-BH-DR-C-00007	P04	Gauging Station Eel Pass Details
122485-BVL-Z0-BH-DR-C-00010	P05	Gauging Station New Gauge Hut Details
122485-BVL-Z0-BH-DR-C-00011	P02	Gauging Station New Gauge Hut Details

122485-BVL-Z0-BH-DR-C-00013	P02	Gauging Station Weir & Wall RC Details
122485-BVL-Z0-BH-DR-C-00014	P01	Gauging Station Hut RC Details

122485-BVL-Z0-BH-SH-C-00013	P02	Gauging Station Weir & Wall RC Schedule
122485-BVL-Z0-BH-SH-C-00014	P01	Gauging Station Hut RC Schedule

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.

As defined in:

Small Works Package Wessex H&T – Bishops Hull gauging station modifications - Scope

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

The Contractor is to update the programme monthly and provided to the Client.

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
As defined in: Small Works Package Wessex H&T – Bishops Hull gauging station modifications - Scope	To suit Contractors programme
Service isolation and removal of all H&T equipment	9/9/22

Site Information

As defined in:

Small Works Package Wessex H&T – Bishops Hull gauging station modifications – Site Information

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	We propose to carry out the work in-house
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	

