

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](#)
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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 – South West Hub

A contract between

**The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH**

And

Land & Water Services

For

Polson Bridge Gauging Station Remedial Works

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	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Remedial works to the river banks and walls primarily <ul style="list-style-type: none"> • New stone faced concrete retaining wall (approx. 7 metre length) on left hand bank • Scour protection to upstream end of left-hand bank • Repairs to gabion walling along right-hand bank • Repairs to a headwall below outfalls right-hand bank As detailed in the accompanying document 21014-Schedule of WorksRev2	
The <i>site</i> is	Polson Bridge Gauging Station, River Tamar, Launceston, Cornwall (NGR: SX35308487).	
The <i>starting date</i> is	9 th May 2022	
The <i>completion date</i> is	30 th September 2022	
The <i>delay damages</i> are	£188.00	Per day
The <i>period</i> for reply is	2	weeks
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		% 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	£100,000.00	
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 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 <i>Contractor</i> 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 <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> 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 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 (unless stated otherwise in the Scope). 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:	

	<p>The <i>works</i> 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 <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
Z7.2	<p>Flooding</p> <p>Amend the text of Clause 60.1 with the addition of 60.1 (9):</p> <p>The <i>Contractor</i> is prevented by flooding from carrying out all the work on the <i>site</i> for periods of time, each at least one full working day, which are in total more than one seventh of the total number of days between the <i>starting date</i> and the Completion Date. In assessing this event, only the working days which exceed this limit and on which work is prevented by no other cause are taken into account.</p> <p>Flooding is defined as a river level of 0.50m or above as recorded within the <i>site</i> at the Environment Agency's river gauging board at bottom of the steps on right hand side of river bank (adjacent to gauging station). Photographic record of this to be provided by the <i>Contractor</i>.</p>
Z8.0	Framework Agreement
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>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.</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> <p style="text-align: center;">Assessment x MF x L = PVP</p>
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	<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>The Defined Cost for compensation events is assessed using</p> <ul style="list-style-type: none">- 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.	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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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																																						

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Land & Water Services	
Address for communications	Weston Yard, Albury, Guilford, Surrey, GU5 9AF	
Address for electronic communications	<div></div>	
The <i>fee</i> percentage is	As per Framework	%
The <i>people rates</i> are	As per Framework	
category of person	unit	rate
		As per Framework
The <i>published list of Equipment</i> is		As per Framework
The <i>percentage for adjustment for Equipment</i> is		As per 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	£153,357.35
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Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	
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Position	
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Signature	
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Date	08/04/2022
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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	06/05/2022
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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
B10	GENERALLY				
	010 Produce RAMS and CCP documentation	Sum	1	£1,961.25	£1,961.25
	020 Temporary and Permanent works FRAP	Sum	1	£1,761.50	£1,761.50
	030 Photographic Record	Sum	1	£196.13	£196.13
	040 Material Delivery	Sum	1	£1,761.25	£1,761.25
B20	PREPARATORY WORKS				
	010 Mobilisation, access to left hand bank, site set-up, working areas	Sum	1	£8,184.72	£8,184.72
	020 Fence Removal, where existing fences need to be removed to carry out works	Sum	1	£997.74	£997.74
	030 Temporary Cofferdam	Sum	1	£18,285.41	£18,285.41
B30	REMEDIAL WORKS LH BANK	Sum			
	020 Concrete retaining wall	Sum	1	£81,981.54	£81,981.54
	030 Toe protection	Sum	1	£5,390.97	£5,390.97
	040 Downstream soft engineering	Sum	1	£5,013.97	£5,013.97
B40	REMEDIAL WORKS RH BANK				
	020 Bagwork headwall reconstruction	Sum	1	£1,515.75	£1,515.75

B50	WITHDRAWAL FROM SITE	Sum			
	010 Reinstate fences	Sum	1	£1,772.74	£1,772.74
	020 Disposal of arisings	Sum	1	£11,366.44	£11,366.44
	030 Demobilisation, Clean & tidy site	Sum	1	£11,200.69	£11,200.69
CDM	Documents required for H&S File (to the satisfaction of Principal Designer)	Sum	1	£1,961.25	£1,961.25
The total of the Prices				£153,357.35	

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

1. Description of the works

Overview

The Polson Bridge gauging station is over 40 years old comprising a low level bed control weir with a monitoring hut and cableway. Upstream of the weir the banks are lined with stepped gabions of between 26 and 30m in length. In 2006 full height stone faced wing walls were added on both banks at the weir.

A structural inspection in 2019 identified two main problems – the progressive failure of the boulder/blockstone facing on the left bank below the weir wing wall and continuing deterioration of the original gabions.

Objective

Replace the failing boulder/blockstone wall with a new retaining wall of similar construction to the weir wing wall, undertake local repairs to the gabions on right bank as a medium term measure with the intention of replacing them fully in 3-5 years.

Outcome

Prevent failure of the boulder/blockstone wall on left bank by constructing a concrete retaining wall in its place, prolong the lifespan of the gabions on right bank by local repairs and rewiring.

~~Full details of what the Contractor is required to do are in the accompanying document '21014-Schedule of Work Rev2' and contained in the document 'Polson Bridge Gauging Station Remedial Works Pre-Construction Information Rev 5'.~~

Full details of what the Contractor is required to do are in the accompanying document '21014-Schedule of Work Rev2InclTenderAmendments' and contained in the document 'Polson Bridge Gauging Station Remedial Works Pre-Construction Information Rev 5'.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
21014-0-104	A	Proposed Site Plan
21014-0-105	B	Existing & Proposed Sections & Details

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
See accompanying document 21014-Schedule of Work	Rev 2	attached
Framework Deed of Agreement Section 6 – Lot 1 Specification	V1, Sept 2017	Framework Document
SHEW Code of Practice 677_15	V3, May 2018	Framework Document
Minimum Technical Requirements LIT13258	30/12/2021	Framework Document

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

See accompanying documents '21014-Schedule of WorkRev2' and 'Polson Bridge Gauging Station Remedial Works Pre-Construction Information Rev 5' including, but not limited to, the following:

<ul style="list-style-type: none"> Access to the site – access routes, compounds and work areas are to be as shown on Crabb DMC Drawing 21014-0-CB-100 and described in section B10/040 of document 21014-Schedule of WorkRev2
<ul style="list-style-type: none"> Deliveries and parking – areas to be as shown on Crabb DMC Drawing 21014-0-CB-100 and described in section B10/090 of document 21014-Schedule of WorkRev2
<ul style="list-style-type: none"> Prevention of Pollution – comply with EA SHEW CoP and requirements in section B10/100 of document 21014-Schedule of WorkRev2
<ul style="list-style-type: none"> The works will require Flood Risk Activity Permit(s) from the Environment Agency which the Contractor will need to apply for and obtain before commencing in-river works (see also B20/030 of document 21014-Schedule of WorkRev2).
<ul style="list-style-type: none"> Construction Phase Plan – submission and approval in accordance with section 2.1 of Polson Bridge Gauging Station Remedial Works Pre-Construction Information Rev 5
<ul style="list-style-type: none"> Environmental risks & constraints – as described in section 4.5 of Polson Bridge Gauging Station Remedial Works Pre-Construction Information Rev 5

Working times

The *Contractor* will be permitted to work between 8.00am and 6.00pm on weekdays (Monday to Friday). To protect fish spawning areas working in the river is only allowed between 1st June and 30th September.

5. Requirements for the programme

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:

- Period required for mobilisation/ planning & post contract award
- starting date
- Each of the activities listed within the Price List
- 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.
- Completion date

The programme is to be updated 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
NONE	N/A

Site Information	
Drg 21014-0-CB100A Site Location Plan	
Drg 21014-0-CB101A Existing Site Plan	
Drg 21014-0-CB102A Existing Sections Sheet 1	
Drg 21014-0-CB103A Existing Sections Sheet 2	
Drg 21014-0-CB106B Plant Control Zone & Working Requirements	
Information that describes the site and its surroundings contained in the document 'Polson Bridge Gauging Station Remedial Works Pre-Construction Information Rev 5'	

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:	

