

NEC4 Engineering and Construction Short Contract

Property Flood Resilience Framework 2024
(Lot 2)

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And

M3 Flood Tech

For

Supply and installation of flood resilience measures


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	Chichester Office, Oving Road, Chichester PO20 2AG	
Address for electronic communications		
The <i>works</i> are	Provision and installation of Property Flood resilience measures (PFR) for	
The <i>site</i> is	As per Property List	
The <i>starting date</i> is	19/08/2024	
The <i>completion date</i> is	31/03/2025	
The <i>delay damages</i> are	Nil	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	5	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply.		
The <i>Adjudicator</i> is: the person appointed as follows:		
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	0.5	% per complete week of delay.
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000	
The <i>Client</i> provides this insurance	None	

Only enter details here if the *Client* is to provide insurance.

Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The cover is 1.2 times the replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The cover is 1.2 times 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 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 <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. Each and every occurrence and include an 'indemnity to principal clause'.	
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 £2,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> or earlier termination
Loss of, damage to or failure of any Products used in Installation.	Minimum £1,000,000 in respect of every claim without limit to the number of claims	The Defects Certificate has been issued

The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers
The <i>tribunal</i> is	litigation in the courts

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 with October 2020 amendments and the following additional conditions

Z1.0	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed sub-contractor to the <i>Client</i> for acceptance. A reason for not accepting the sub-contractor 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 him.
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.
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"> • 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
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	Payment on Termination Replace Clause 92.3 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".

Z10	Data Protection
Z10.1	Schedule 14 – Data Protection Schedule of the Deed of Agreement shall be incorporated into this Agreement.
Z10.2	A request or instruction pursuant to Schedule 14 by the <i>Project Manager</i> shall be treated as being a request or instruction by the <i>Client</i> .
Z10.3	For the avoidance of doubt, reference to Supplier in Schedule 14 is reference to the <i>Contractor</i> .
Z11	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.
Z12	<p>Inflation</p> <p>At the Contract Date the Client set total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the Contract Date and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The Client set total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p> <p>The proportion of Price Adjustment x [80% x Construction Output Price, Non-Housing Repair & Maintenance index – month rate]</p> <p>The Construction Output Price, Non-Housing Repair & Maintenance index – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment.</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the [Client set] total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	M3 Floodtec	
Address for communications	First Floor Attwood House, Perdiswell Park, John Comyn Drive, Worcester, WR3 7NS	
Address for electronic communications	<div></div>	
The fee percentage is	As per Framework Agreement	%
The people rates are	As per Framework Agreement	
category of person	unit	rate
	As per Framework Agreement	
The published list of Equipment is		As per Framework Agreement
The percentage for adjustment for Equipment is		As per Framework Agreement

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	£155,676.04
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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	
Position	
Signature	

Date

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

Signed on behalf of the *Client*

Name	
Position	
Signature	

Date

Price List

Item Number	Description	Unit	Quantity	Rate	Price
Pricing Schedule					
As per Price List document: EA Framework – South East [REDACTED]					£155,676.04
The total of the Prices					£155,676.04

The method and rules used to compile the Price List are PFR 2024 Framework pricing schedule.
Any items not listed on the schedule will be priced separately.

Scope

1. Description of the works

Please refer to document:
Lot 2 Specification

2. Drawings

Drawing Number	Revision	Title
N/A		

3. Specifications

Title	Date or Revision	Tick if publicly available
LIT 13258 – Minimum Technical Requirements	V12 (Dec 2021)	
CDM Regulations		<input checked="" type="checkbox"/>
LIT 16559 - SHEW CoP	V5 (Jan 2023)	
Lot 2 Specification	As per the framework	
CIRIA - Code of Practice for Property Flood Resilience	Edition 2, 2020	

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

The *Contractor* must have permission from the *Client* prior to engaging with a homeowner.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

No work shall be executed outside these times or on Saturdays, Sundays or public Holidays without the prior written approval of the *Client*. Arrangements should be made and agreed with individual property owners, residents or tenants for working start and finish times.

The *Contractor* submits his programme with the *Contractor's Offer* for acceptance. The *Contractor* shows on each programme which he submits for acceptance on a monthly basis (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

Item	Date by which it will be provided
N/A	

Please see attachments for Surveys:

[illegible]

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract: 17 th Electrics Limited	Electrical Installation & Certification Works
2.	Form of Contract: AGM Plumbing Limited	Gas Safe Works
3.	Form of Contract:	
4.	Form of Contract:	