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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

[redacted]

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – LNA Hub

A contract between	[redacted]
And	[redacted]
For	**St James Mill Channel – Desilt** **West Bridge Dyke – Desilt** **Little Bowden trap - Desilt**
	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	[redacted]	
Address for communications		
Address for electronic communications	[redacted]	
The *works* are	Desilting activities	
The *site* is	St James Mill, West Bridge Dyke, Little Bowden trap	
The *starting date* is	20/02/2023 (earliest)	
The *completion date* is	30/06/2023	
The *delay damages* are	N/A	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	£ [redacted]
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 [redacted] 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 [redacted] in respect of every claim without limit to the number of claims	[redacted] 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.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
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 If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the *Client*. The PVP calculated at the last assessment before 30 June 2023 is used for calculating the price increase after that date.
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	[redacted]	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *fee* percentage is	8	%
The *people rates* are	As per the lot 1 workbook	
category of person	unit	rate
The *published list of Equipment* is		Lot 1 workbook
The *percentage for adjustment for Equipment* is		8%

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	13/03/2023

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
1	**St James Mill Channel - Desilt**				
1.1	Mobilise to site and setup secure site fencing around the work area, location of the welfare unit and plant & associated Equipment. Includes spill kits, plant nappies and site signage. Establish Equipment & welfare unit on site. This includes the delivery to site of any plant or excavators. It additionally includes the provision, installation and maintenance of signage for the temporary footpath diversion. It additionally includes the installation of temporary barriers and any preparation works.	Sum			[redacted]
1.2	Establish appropriate traffic management signage and traffic cones on the public highway, around the *Contractor*'s site entrance and at all other required locations.	Sum			[redacted]
1.3	Trim trees and bushes, to facilitate the desilting works, including along the bankside of this	Sum			[redacted]

	watercourse and along the access route. Trimmings to be left on site, as per the Scope.				
1.4	Review utilities/services records and provide appropriate temporary works accordingly. Includes goalposts near overhead cables and protective running mats on access routes near buried services, or other alternative temporary works provisions, as required.	Sum			[redacted]
1.5	Desilting - Silt to be removed. Silt to be placed and spread across if silt is not contaminated and safe/practical to do so as not to create any new hazard or challenge for future works, maintenance. Undertake desilting of the channel (price excludes the removal from site of the silt), including complying with ecological restrictions during desilting activities and the waste management regulations. Price is per linear metre of the channel, measured along the watercourse centreline (approximately).	Linear meter	90	[redacted]	[redacted]
1.6	Testing of the silt to confirm current condition	Sum			[redacted]
1.7	Dispose correctly if silt contaminated	Tonne	200	[redacted]	
1.8	Reinstatement of the banks of the channel, where damaged by the *works/* Equipment, to at least as good as their original condition.	Sum			[redacted]
1.9	Reinstatement of the *site* (including access route & compound area). Land to be reinstated to at least as good as original condition of the land.	Sum			[redacted]
1.10	Removal of all traffic management signage and traffic cones installed by the *Contractor* to Provide the Works. Removal of any debris or mud caused by the *Contractor*, from the public highway.	Sum			[redacted]
1.11	Demobilise site	Sum			[redacted]
1.12	H&S file	Sum			[redacted]
2	**West Bridge Dyke - Desilt**				
2.1	Mobilise to site and setup secure site fencing around the work area, location of the welfare unit and plant & associated Equipment. Includes spill kits, plant nappies and site signage. Establish Equipment & welfare unit on site. This includes the delivery to site of any plant or excavators. It additionally includes the provision, installation, and maintenance of signage for the temporary footpath diversion. It additionally includes the installation of temporary barriers, and any preparation works.	Sum			[redacted]
2.2	Establish appropriate traffic management signage and traffic cones on the public highway, around the *Contractor*'s site entrance and at all other required locations.	Sum			[redacted]
2.3	Trim trees and bushes, to facilitate the desilting works, including along the bankside of this	Sum			[redacted]

	watercourse and along the access route. Trimmings to be left on site, as per the Scope.				
2.4	Review utilities/services records and provide appropriate temporary works accordingly. Includes goalposts near overhead cables and protective running mats on access routes near buried services, or other alternative temporary works provisions, as required.	Sum			[redacted]
2.5	Desilting - Silt to be removed. Silt to be placed and spread across if silt is not contaminated and safe/practical to do so as not to create any new hazard or challenge for future works, maintenance. Undertake desilting of the channel (price excludes the removal from site of the silt), including complying with ecological restrictions during desilting activities and the waste management regulations. Price is per linear metre of the channel, measured along the watercourse centreline (approximately).	Linear meter	320	[redacted]	[redacted]
2.6	Testing of the silt to confirm current condition	Sum			[redacted]
2.7	Dispose correctly if silt contaminated	Tonnes	276	[redacted]	
2.8	Reinstatement of the banks of the channel, where damaged by the *works/* Equipment, to at least as good as their original condition.	Sum			[redacted]
2.9	Reinstatement of the *site* (including access route & compound area). Land to be reinstated to at least as good as original condition of the land.	Sum			[redacted]
2.10	Removal of all traffic management signage and traffic cones installed by the *Contractor* to Provide the Works. Removal of any debris or mud caused by the *Contractor*, from the public highway.	Sum			[redacted]
2.11	Demobilise site	Sum			[redacted]
2.12	H&S file	Sum			[redacted]
3	**Little Bowden trap - Desilt**				
3.1	Silt to be removed	Sum			[redacted]
3.2	Dispose Silt	Tonne	9	[redacted]	[redacted]
3.3	H&S file	Sum			[redacted]
				The total of the Prices	[redacted]

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.

The total of the Prices (and therefore, the Price for each item) must include all items necessary to deliver the works and meet the requirements of the Scope, including all prelims, overheads and profit. This includes, but is not limited to, item such as: site accommodation, technological provisions (e.g.: Wifi), progress meetings, and project administration.

The Contractor may sub-divide each item in the Price List as necessary, but the total of each sub-item must add to the Price for that item, and the total of each Price must add to the total of the Prices.

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.

St James Mill Channel - Desilt

Desilt the length of St James Mill Channel shown in the work plan (approx. 100 metres) but to also include the area between the road bridge and the little footbridge (area previously not highlighted in the SID and shown in the site pictures attached to the ITT). The silt will need to be tested prior to its removal and may need to be disposed off at an appropriate waste disposal facility depending on the results. There is a potential for contaminants within the silt due to its urban location however if contaminants are not present the silt can be deposited on the right hand bank along the working length.

The amount of silt along this length is unknown. At the end of these works the length of the channel should be desilted to the channel bed and the St James Mill Channel Outfall Flap should be clear from silt and be able to operate effectively.

All documents provided are to be used to understand the extent of the works (inc. SID). The information shared at the tender site visit. The pricing list in this document. And all other tasks, activities necessary to complete the works which may have been omitted by the Client in the aforementioned. Relevant assumptions to be made by contractors where needed.

West Bridge Dyke - Desilt

Desilt the length of Westbridge Dyke shown in the work plan (approx. 315 metres). The bed of the channel is lined with stone therefore the silt above this level should be removed. The silt will need to be tested prior to its removal and will need to be disposed off at an appropriate waste disposal facility. There is a high potential for contaminants within the silt due to its urban location.

The amount of silt along this length is unknown. It has however reached such a depth that flapped outfalls into Westbridge Dyke are no longer able to function. At the end of these works all outfall flaps along the length should be clear of silt and be able to operate effectively.

All documents provided are to be used to understand the extent of the works (inc. SID). The information shared at the tender site visit. The pricing list in this document. And all other tasks, activities necessary to complete the works which may have been omitted by the Client in the aforementioned. Relevant assumptions to be made by contractors where needed.

Little Bowden trap – Desilt

The River Jordan through Little Bowden is designed to convey the maximum flow from the upstream FSR within the channel. The silt trap (stilling well) provides a location for silt to collect, reducing deposition and consequent vegetation growth downstream.

The silt trap needs to be desilted every few years (last done 2018-19). Works to include:

1. Liaise with the owner and user of the working area adjacent the silt trap (see below)
2. Analyse silt to determine options for disposal. In 2018 it was suitable for inert landfill. This may affect choice of desilt method (eg suction, digger)
3. Prevent mobilised silt travelling downstream during the work
4. Remove silt to concrete revetment. Dispose off-site as appropriate.

All documents provided are to be used to understand the extent of the works (inc. SID). The information shared at the tender site visit. The pricing list in this document. And all other tasks, activities necessary to complete the works which may have been omitted by the Client in the aforementioned. Relevant assumptions to be made by contractors where needed.

FOR ALL PROJECTS

In addition to completing the *works* in accordance with the Scope, the following are also requirements for Completion:

- Submission and *Client* acceptance of the Health and Safety File
- Demonstrate that Sustainability has been considered to deliver these works, to include:
  - Testing silt and dispose appropriately to the closest centre where applicable
  - Protection of animals, species and vegetation
  - Methods of *work* with the least carbon emission

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available

Client National Standard Technical Specifications for Surveying Services	01/03/21 v5.0	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Environment Agency SHEW-COP – LIT 16559	June 2022 v4.0	yes
Client Minimum Technical Requirement – LIT 13258	30/12/2021 v12.0	yes

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*.

These works are to be completed by 31/03/23.

Contractor to provide a realistic programme of work and highlight clearly if this timescale can be achieved.

Assumptions are to be made where necessary (e.g.: item like the interface with Estates companies or Veolia if required and/or any other relevant item)

4.1. Operations and access;

The *Contractor* shall obtain all consents, permits and approvals required for the *works* to be undertaken.
All *works* shall be planned and carried out in agreement with the *Client's* operations team and through their 'Permit to Work' system. It shall also be in accordance with any constraints, including:
1. The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the Construction Phase Plan and RAMS for this contract. Acceptance will be by way of a written communication from the *Client* confirming the *Contractor* may take possession of the site from the agreed starting date.
2. The *Contractor* is responsible for the security of the *works* at the site and is the interface between any visitors and the site operation.
3. The *Contractor* shall follow the relevant pollution prevention guidance (e.g., CIRIA Guidance: Control of water pollution from construction sites. Guidance for consultants and *Contractor*s (C532D) (Master-Williams, 2001)
4. Constraints imposed to meet requirements of Others (e.g. Waterways/Navigation, Nat England, Estates etc). Prior to trimming of bushes and trees, a check for nesting birds must be undertaken by a suitably qualified representative of the *Contractor*.
5. The *Contractor* shall not let any person enter any Confined Spaces unauthorised.
6. The *Contractor* shall not dispose any hazardous waste including silts on site.
7. The *site* shall only be used for the *works* intended.

4.2. Environment and Heritage;

The *Contractor* shall consult, when and where relevant, the *Client's* National Environment Assessment Service (NEAS) and Fisheries, Biodiversity and Geomorphology (FBG) teams on all activities to be undertaken and proceed in accordance with their recommendations. Refer also to section 4.1, bullet-point 4 above.
The *Contractor* shall comply with all relevant legislation regarding the protection of biodiversity.
All environmental incidents and near misses shall be notified to the *Client*.

4.3. Health and Safety;

Maintaining Health and safety at work is an absolute priority for the *Client*. The *Contractor* shall undertake all works on site in line with the *Client's* Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP).
The *Contractor* shall;
1. promote and adopt safe working practices for their own activities and subcontractors working for them.

2. demonstrate that they have followed the principles of hazard identification, elimination and management in their *works*.
3. report to the *Client* any near miss, hazard or accident that happens during the delivery of the *works*, in addition to reporting such to any relevant statutory body, such as the HSE.
4. report to the *Client* any brilliant safety behaviours highlighted during the delivery of the *works*.

4.4. Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). Occasional deliveries to the *site* of the *Contractor's* Plant and Materials or Equipment may also take place at a weekend, to benefit from quieter periods on the road, if the *Contractor* deems necessary within their method statements.

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

Important note: Both MPP and PDF formats are required. If Contractor prefers P6, that version is to be provided with also the PDF.

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**

Note: Services known by Client are below, but Contractor is to make necessary checks where required.	
22774308_WPD - East Midlands **(St James Mill)**	Jan 23
Service Drawings **(West Bridge)**	Jan 23
24803089_CadentGas **(Little Bowden)**	Jan 23
24803089_WPD - East Midlands **(Little Bowden)**	Jan 23
LSBUD-220222-24803089 **(Little Bowden)**	Jan 23

Site Information

SID for each site
Pictures for each site (in pdf report format)

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:	