

# NEC4 Engineering and Construction

## Short Contract

FCRM Operational Framework – Central Hub

A contract between

And

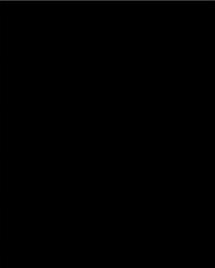
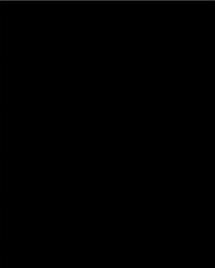
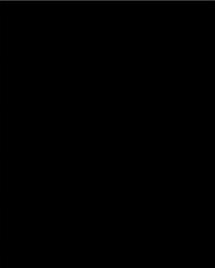
For **Hinton Bank Stabilisation works**

**Contract Forms**

- **Contract Data**
- **The *Contractor's Offer* and *Client's Acceptance***
- **Price List**
- **Scope**
- **Site Information**

# Contract Data

## The *Client's* Contract Data

		
Name		
Address for communications		
Address for electronic communications		
The <i>works</i> are	In channel works to straighten the River channel including the installation of rock armour or similar solution to an equivalent specification on both right and left banks, circa 45m in length, upstream of Hinton Weir.	
The <i>site</i> is	The <i>site</i> boundary can be found within the red line boundary on the pdf title Site Information – Site Boundary	
The <i>starting date</i> is		
The <i>completion date</i> is		
The <i>delay damages</i> are		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		%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> 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 *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 <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to		
The <i>Client</i> provides this insurance	None	
<b>Insurance Table</b>		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials		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		
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		
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works		6 years following Completion of the whole of the works or earlier termination
The <i>Adjudicator</i> nominating body 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	
<b>Only enter details here if additional conditions are required.</b>	
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:  The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> </ul>

	<ul style="list-style-type: none"> <li>Impact by aircraft or other device or thing dropped from them</li> </ul>
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	<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.
Z12.0	Not Used Packaging
Z12.1	Not Used
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>

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

		
Name		
Address for communications		
Address for electronic communications		
The fee percentage is		
The people rates are		
category of person	unit	rate
The published list of Equipment is		
The percentage for adjustment for Equipment is		

# 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



Enter the total of the Prices from the Price List.

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



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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
1	Obtain FRAP for permanent and temporary works			
2	Obtain and implement footpath closures			
3	Full site setup (preliminaries), including construction of access routes			
4	Site preparation: vegetation clearance			
5	Site preparation: cut back left bank			
6	Installation of 34.1m of rock armour from the weir on left bank, including granular fill, benching and geotextile membrane			
7	Installation of 35.5m of rock armour from the weir on right bank, including granular fill, benching and geotextile membrane			
8	Install an additional 10m of rock armour at the upstream end of the right-bank works, including granular fill, benching and geotextile membrane			
9	Site reinstatement			
10	Provision of as built drawings any Operation & Maintenance Manuals, cost data, Health and Safety file			
11	Pre-entry condition survey			
12	Pre-completion condition survey			

The total of the Price

**NOTE:** The above prices are based upon an alternative solution to the project using gabion bags.

The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4<sup>th</sup> 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, items such as: site accommodation; technological provisions (eg. Wifi); progress meetings; and project administration.

The *Contractor* may sub-divide each of the 12 items 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.

Please refer to the separate Scope document and associated appendixes, titled ENV0001230C-EA-00-00-SO-PR-G0300\_4-S3-3-G0300-EA3-LOD3-Hinton Bank Stabilisation Works ECSC Scope Final 30.05.22 version 3.

## 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.

The Description of *works* is as described in the scope document:

ENV0001230C-EA-00-00-SO-PR-G0300\_4-S3-3-G0300-EA3-LOD3-Hinton Bank Stabilisation Works ECSC Scope Final 30.05.22 version 3.

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
ENV0001230C-JBAU-00-00-DR-C-1200-A5-C01	1	Section_Layout_Plan
ENV0001230C-JBAU-00-00-DR-C-1202-A5-C01	1	Channel_Cross_Sections_Sheet_2
ENV0001230C-JBAU-00-00-DR-C-1203-A5-C01	1	Channel_Cross_Sections_Sheet_3
ENV0001230C-JBAU-00-00-DR-Z-1000-A5-C01	1	Location_Plan
ENV0001230C-JBAU-00-00-DR-Z-1100-A5-C01	1	General_Arrangement

## 3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
ENV0001230C-JBA-00-00-SP-C-0001-A5-C01-B1300-EA3-LOD3-Specification	C01	No
ENV0001230C-JBA-00-00-RR-Z-0001-A5-C01-B1300-EA3-LOD3-Design_Risk_Register	C01	No
ENV0001230C-JBA-00-00-RA-Z-0001-A5-C01-B1300-EA3-LOD3-RAG_List	C01	No
ENV0001230C-JBA-00-00-DS-Z-0001-S3-P01-B1300-EA3-LOD3-Design Input Statement	P01	No
ENV0001230C-JBA-00-00-PL-EN-0100-A5-C01-C0600-EA3-LOD3-EAP	C01	No

#### 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*.**

The full list of constraints are as stated in S200 of the scope document:

ENV0001230C-EA-00-00-SO-PR-G0300\_4-S3-3-G0300-EA3-LOD3-Hinton Bank Stabilisation Works ECSC Scope Final 30.05.22 version 3.

Of particular note is the in channel working restriction, to which the *Contractor* must abide, which strictly limits in channel working to between the 16<sup>th</sup> June and 30<sup>th</sup> September.

##### **Working times**

The *Contractor* will be permitted to work at the times as stated in S 200 of the scope document:

ENV0001230C-EA-00-00-SO-PR-G0300\_4-S3-3-G0300-EA3-LOD3-Hinton Bank Stabilisation Works ECSC Scope Final 02.02.22 version 3.

#### 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* requirements for the programme are as stated in S 500 of the scope document:

ENV0001230C-EA-00-00-SO-PR-G0300\_4-S3-3-G0300-EA3-LOD3-Hinton Bank Stabilisation Works ECSC Scope Final 30.05.22 version 3.

The requirements for Completion are stated in S400 of the scope document

ENV0001230C-EA-00-00-SO-PR-G0300\_4-S3-3-G0300-EA3-LOD3-Hinton Bank Stabilisation Works ECSC Scope Final 30.05.22 version 3.



1.		
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	