

NEC4 Engineering and Construction Short Contract

**Asset Operation, Maintenance and Response Framework
Lot 1 Civil Engineering (Maintain and Construct)**

A contract between	The Environment Agency Horizon House Deandery Road Bristol BS1 5AH
And	Esh Construction [REDACTED] [REDACTED] [REDACTED] [REDACTED]
For	Asset Reconditioning Programme Package – E2
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope- Site Information

Contract Data

The *Client's* Contract Data

The <i>Client</i> is	Environment Agency	
Address for communications	The Environment Agency, Horizon House, Deanery Road, Bristol, BS1 5AH	
Address for electronic communications [relevant Project Manager]	[REDACTED]	
	The <i>Contract Administrator</i> is	
Name	[REDACTED]	
Address for communications	Environment Agency, Lateral, 8 City Walk, Leeds, LS11 9AT	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	The reconditioning of damaged flood defence assets, including the associated design and site construction activities required for their repair.	
The <i>site</i> is	Multiple assets as defined within the scope. Locations of these are detailed within the site-specific pack(s)	
The <i>starting date</i> is	23 rd September 2024	
The <i>completion date</i> is	31 st March 2025	
The <i>delay damages</i> are	[REDACTED]	Per day
The <i>period</i> for reply is	2	weeks
The period between completion of the <i>works</i> and the <i>defects date</i> is	52 weeks	

1. [REDACTED]

2. [REDACTED]

3. [REDACTED]

4. [REDACTED]

5. [REDACTED]

6. [REDACTED]

7. [REDACTED]

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Age Group	Believe it is a problem (%)	Do not believe it is a problem (%)
18-29	85	15
30-49	85	15
50-69	85	15
70+	85	15

Figure 1. The effect of the number of trials on the number of correct responses. The number of correct responses was significantly higher than the number of incorrect responses in all cases. Error bars represent the standard error of the mean.

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Figure 1. The effect of the concentration of the *Agrobacterium* suspension on the transformation efficiency of *Agrobacterium* strains.

1. *Journal of Management Studies*, 1990, 27, 1, 1-14.

Age Group	Percentage (%)
18-24	~10
25-34	~25
35-44	~20
45-54	~15
55-64	~10
65-74	~5
75-84	~2
85+	~1

1. The first part of the document discusses the importance of maintaining accurate records of all transactions and the role of the accounting department in ensuring the integrity of the financial statements.

2. The second part of the document outlines the various methods used to collect and analyze data, including interviews, surveys, and focus groups.

3. The third part of the document describes the results of the research, including the identification of key factors that influence the success of the organization's financial performance.

4. The fourth part of the document discusses the implications of the findings for the organization's future strategy and the need for ongoing monitoring and evaluation.

5. The fifth part of the document provides a summary of the research and the conclusions drawn from the data.

6. The sixth part of the document discusses the limitations of the study and the need for further research in this area.

7. The seventh part of the document provides a list of references and a bibliography of the sources used in the research.

8. The eighth part of the document provides a list of appendices and a bibliography of the sources used in the research.

9. The ninth part of the document provides a list of appendices and a bibliography of the sources used in the research.

10. The tenth part of the document provides a list of appendices and a bibliography of the sources used in the research.

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Contract Data

The Contractor's Contract Data

	The <i>Contractor</i> is	
Name	Esh Construction Ltd	
Address for communications	Esh House, Bowburn North Industrial Estate, Bowburn, Durham, DH6 5PF	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	■	%
The <i>people rates</i> are	As per Framework – ITT Price Schedule	
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

Sub-contractors

The Sub-contractors identified in the table below are accepted by the *Client* under Clause Z1.

	Name and address of proposed subcontractor	Nature and extent of work
1.	<div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> </div>	Development of Deisgn
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	

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

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

Signed on behalf of the *Client* [signatory in accordance with FSOD requirements]

Name

Position

Signature

Date 11-9-2024

Price List

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 1 Pricing Workbook. The *Client* and *Contractor* agree the items, quantities, and costs for the project by applying the relevant items and rates from the Lot 1 Pricing Workbook. The *Client* enters the relevant subtotals below and removes the unused headings. Delete this guidance before issue.

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 1 Pricing Workbook. The detailed price breakdown reference is [INSERT project specific file reference].

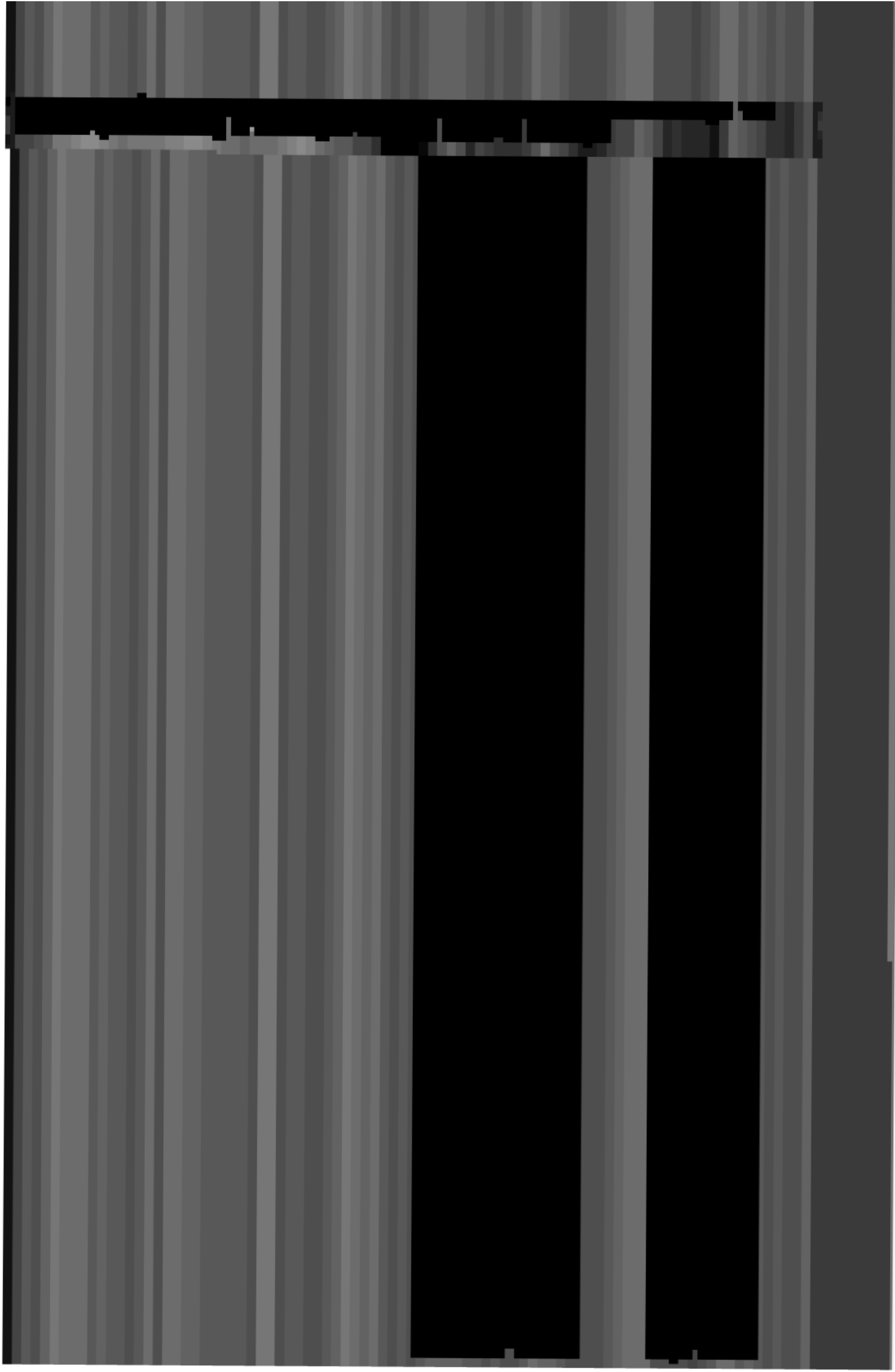
Ref	Description	Sub total
1.	Cawood Wistow	
2.	Clifton Ings	
3.	Selby Westmills Floodgate	
4.	Tadcaster Ings	
5.		
The total of the Prices		

The method and rules used to compile the Price List are:

Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Pricing Workbook.

When ordering products and constructing the *works*: The accuracy and sufficiency of the measured quantities is not guaranteed. The Scope and drawings shall override the measured quantities.

The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the *Client* (or their Contract Administrator, if appointed) any dimensions required



1. The first part of the document is a letter from the President of the United States to the Congress, dated January 3, 1801. It is a very important document, as it is the first time that the President has addressed the Congress since the establishment of the office.

2. The second part of the document is a report from the Secretary of the Treasury, dated January 3, 1801. It is a very important document, as it is the first time that the Secretary of the Treasury has reported to the Congress since the establishment of the office.

3. The third part of the document is a report from the Secretary of the Navy, dated January 3, 1801. It is a very important document, as it is the first time that the Secretary of the Navy has reported to the Congress since the establishment of the office.

4. The fourth part of the document is a report from the Secretary of the War, dated January 3, 1801. It is a very important document, as it is the first time that the Secretary of the War has reported to the Congress since the establishment of the office.

5. The fifth part of the document is a report from the Secretary of the Interior, dated January 3, 1801. It is a very important document, as it is the first time that the Secretary of the Interior has reported to the Congress since the establishment of the office.

6. The sixth part of the document is a report from the Secretary of the State, dated January 3, 1801. It is a very important document, as it is the first time that the Secretary of the State has reported to the Congress since the establishment of the office.

7. The seventh part of the document is a report from the Secretary of the War, dated January 3, 1801. It is a very important document, as it is the first time that the Secretary of the War has reported to the Congress since the establishment of the office.

8. The eighth part of the document is a report from the Secretary of the Navy, dated January 3, 1801. It is a very important document, as it is the first time that the Secretary of the Navy has reported to the Congress since the establishment of the office.

9. The ninth part of the document is a report from the Secretary of the Treasury, dated January 3, 1801. It is a very important document, as it is the first time that the Secretary of the Treasury has reported to the Congress since the establishment of the office.

10. The tenth part of the document is a report from the Secretary of the State, dated January 3, 1801. It is a very important document, as it is the first time that the Secretary of the State has reported to the Congress since the establishment of the office.

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1.15.2 The *Contractor* shall issue invoices to the following two (2) email addresses and shall quote "Asset OMR, the relevant Framework Hub / Area, and PO number" in the email subject line.

- [REDACTED]
- [REDACTED]

2. Drawings

Any drawings (if applicable) are within the site-specific pack for each part of the *site*.

3. Specifications

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	
Minimum Technical Requirements – Standard (LIT 13258)	V 13	
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	
Exchange Information Requirements (LIT 17641)		
SHEW CoP	V 6	
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V 2.0	
Control of Substances Hazardous to Health (COSHH) Regulations		
Construction Design Regulations (CDM) 2015		
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		
Annex 11 Code of practice for electrical safety (COPES) part 1 (LIT 13118)		
Annex 11 Code of practice for electrical safety (COPES) part 2 (LIT 13133)		
Lot 1 – Spec supplementary clauses – CULVERTS – CoP		
Lot 1 – Spec Supplementary clauses – General		
Lot 1 & Lot 3 – Supply Chain Passport Template		

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process can take eight (8) weeks from receipt of payment, need for permits to be discussed with *Client's* Project Manager prior to applying for permits.

4.6 Working times

4.6.1 The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday). In some instances, it may be deemed necessary for the *Contractor* to undertake weekend working, if required this will be limited to Saturday mornings and subject to advanced agreement with the *Client*.

4.7 Site Restrictions

4.7.1 Any site restrictions are noted in the site-specific pack for each park of the *site*

5. Requirements for the programme

5.1 The *Contractor* shall submit their first programme with the *Contractor's* Offer for acceptance.

5.2 The *Contractor* shall submit the programme in Adobe PDF and Microsoft Project formats.

5.3 The *Contractor* shall show on each programme submitted for acceptance:

- the *starting date* and *Completion Date*
- the critical path
- the dates when the *Contractor* forecasts to need first access to each part of the Site to undertake physical works
- the order and timing of the operations which the *Contractor* plans to do in order to provide the *works*
- lead in periods for materials and sub-contractors,
- the order and timing of the work of the *Client* and others required for the *Contractor* to provide the *works*,
- provisions for float, time risk allowance, mobilisation, project planning and procedures set out in the contract,

5.4 Within two (2) weeks of the *Contractor* submitting a programme for acceptance, the *Client* notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:

- The *Contractor's* plans which it shows are not practicable
- It does not represent the *Contractor's* plans realistically or
- It does not comply with the Scope

5.5 If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one (1) week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.

5.6 The *Contractor* shall show on each revised programme:

- The actual progress achieved on each operation and its effect upon the timing of the remaining work
- How the *Contractor* plans to deal with any delays and to correct notified Defects and
- Any other changes which the *Contractor* proposed to make to the Accepted Programme

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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