

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Lot 1 Northern Hub

A contract between

The Environment Agency

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

And

For

Stamfordham Gauge Station Refurbishment

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	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	Reconstruction of the channel walls at Stamfordham gauge station and installation of stairs to river bed	
The <i>site</i> is	[REDACTED]	
The <i>starting date</i> is	To be determined by the successful <i>Contractor's</i> programme, but no earlier than 2 nd Aug 2021	
The <i>completion date</i> is	To be determined by the successful <i>Contractor's</i> programme, but no later than 5 th Nov 2021	
The <i>delay damages</i> are	[REDACTED]	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 *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.
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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	£100,000
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The <i>Client</i> provides this insurance	None
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Insurance Table

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 replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> 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 <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	
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</i> nominating body is	The Institution of Civil Engineers
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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: 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

	<ul style="list-style-type: none"> • 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	<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	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's Contract Data, Scope and Site Information</i> particular to an individual project is contained within its Site Specific Pack
Z7.2	<p>Additional Compensation Event COVID-19</p> <p>Managing and mitigating the impact of Covid 19 and work in accordance with Public Health England guidance, as may vary from time to time, from 1st July to 31st August 2021.</p>

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Esh Construction Limited	
Address for communications		
Address for electronic communications		
The fee percentage is	As per Framework	%
The people rates are	As per Framework	
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 £ 93,420.43

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 15.07.2021

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

Signed on behalf of the *Client*

Name

Position

Signature

Date	

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
001	Detailed design and ground investigation	N/A	1		
002	Temporary works	N/A	1		
003	Construction of in situ concrete channel walls and stainless steel stairs	N/A	1		
004	Reinstatement	N/A	1		
005	H&S File	N/A	1		
006	Permits and documentation	N/A	1		
The total of the Prices				93,420.43	

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.

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Scope
The Scope should be a complete and precise statement of the <i>Client's</i> requirements. If it is incomplete or imprecise there is a risk that the <i>Contractor</i> will interpret it differently from the <i>Client's</i> intention.
1. Description of the <i>works</i>
Give a detailed description of what the <i>Contractor</i> is required to do and of any work the <i>Contractor</i> is to design.
The detailed requirement is contained within the Stamfordham ECSC Scope RevA document submitted with this contract, a broad description is given below. Background The existing blockwork channel walls at Stamfordham are unsuitable for accurate flow measurement. Our specialist gauging equipment supplier Nivus have recommended a design to allow accurate flow measurement at Stamfordham. This is to replace the existing channel walls with smooth straight vertical concrete walls built in situ for a minimum length of 7m and height of approximately 1.2m. Safe access is also required to the river bed from the bank to allow maintenance of the site. This is to be via a non slip stainless steel stair case with hand rail. Refer to drawing C-GA-01 (Stamfordham WIP Existing) the existing general arrangement and C-GA-02 WIP Proposed which gives an indication of the design but is not the final design.

The Contractor shall be responsible for providing civil engineering works in accordance with this scope, and shall include the following works, but not be limited to:

The Contractor is to:

- Undertake a thorough service search, public and private for the proposed site.
- During August 2021 complete ground investigation and provide a detailed design of the structure and temporary works to allow safe construction.
- Complete the temporary works and construction in September and October. All in river works must be completed prior to fish spawning season in November.
- Construct the new walls up to a height of 117.00mAOD for a 7m length on both sides of the channel.
- Install non slip stainless steel staircase immediately downstream of the new channel wall on the left bank to the river bed.
- Carry out service checks prior to any excavations.
- Provide necessary onsite welfare facilities, including adequate first aid.
- Manage their own noise and vibration levels during the installation of the temporary works, permanent works and site demobilisation.
- Remove any redundant materials and equipment from site.
- Ensure the reinstatement work is carried out to a high standard which is equal to or better than that prior to the works.
- On completion of the works the Contractor will carry out a quality check and approve and sign off the work. This will include photographic evidence of the site prior to the works, during and on reinstatement. If any deficiencies are noted they are to be rectified within 2 weeks of notification.
- Liaise with landowner and include the EA about works on site.
- Remove existing H&T stairs and equipment from the river banks except the gauge telemetry box.
- Follow the recommendations outlined in the Preliminary Ecological Appraisal Report to mitigate any ecological impact from the works.

Required documentation:

- Construction phase plan
- Risk assessment and method statement
- Design hazard information (designers risk assessment)
- Drawings / design information suitably developed for the construction phase, including:
 - Safety, health and environment boxes or hazard warning signs
 - Site wide hazard map
- Red amber green (RAG) list review
- Buildability statement provided by the designer
- Public safety risk assessment
- Traffic management plan including liaising with the local Highways Authority
- Temporary works schedule

Provide information for inclusion into the health and safety file to include but not limited to the following:

- General Description
- Project Files
- Design Criteria
- Equipment Specification
- As Built Drawings
- Materials Used
- Public Utilities
- Ground Investigation
- Access
- Operating Instructions
- Operating Manuals
- Maintenance Procedures
- Maintenance Manuals
- Construction Methodology
- Confined Spaces
- Electrical Safety
- Hazardous Materials
- Demolition

- Flood Warning
- Waste Management Plans
- Pre & Post Project photographs / drone footage

Complete an Environmental Action Plan for all elements of site operations; which will include but not be limited to:

- Ecological mitigation from all ecological reporting
- Ecological clerk of works requirements
- Environmental Toolbox talk requirements
- Pollution prevention and control measures
- Biosecurity measures
- Invasive non-native species management plan

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
C-GA-01 (Stamfordham WIP Existing)	A	Existing general arrangement
C-GA-02 WIP Proposed	A	Proposed general arrangement

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
LIT13528 Minimum Technical Requirements	02 18/03/2020	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*.

White clawed crayfish may be present, the EA are completing a survey starting on 1st July if they are identified they will trapped and relocated by the end of August to allow the works to proceed.

The in river works must be completed in September and early October to avoid salmonid spawning season

1. The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract
2. The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the *works*
3. The *Contractor* must ensure the Flood Risk Activity Permit (FRAP) is in place prior to completing any works in the river or on the banks

Working times

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

5. Requirements for the programme

A programme is required

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

6. Services and other things provided by the *Client*

The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an instruction from the *Client*. These departments include but are not

limited to Area Flood and Coastal Risk Management (FCRM) Teams, Fisheries Biodiversity and Geomorphology (FBG), Hydrometry and Telemetry.

Item

Date by which it will be provided

Site Information

Site Information is information which describes the *site* and its surroundings and is in the document called Site Information.

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:	