NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Eastern Hub

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**Land & Water Services Ltd**
For	**The following project(s) relating to the Navigation Capital Programme for 2021/22:** ENV0003704C Sonning Upstream Visitor Mooring Refurbishment
	Contract Forms - **Contract Data** - **The *Contractor's* Offer and *Client's* Acceptance** - **Price List** - **Scope** - **Site Information** - **Site Specific Packs**

Contract Data

The *Client's* Contract Data

	The *Client* is	
Name	Environment Agency	
Address for communications	Kings Meadow House, Kings Meadow Road, Reading, Berkshire. RG1 8DQ	
Address for electronic communications	defra.bravosolution.co.uk	
The *works* are	As described in the Contract Data section of the Site Specific Packs	
The *site* is	As described in the Contract Data section of the Site Specific Packs	
The *starting date* is	20th September 2021	
The *completion date* is	29th June 2022 (subject to the constraints set out in section 4)	
The *delay damages* are	£125.55	Per day
The *period* for reply is	2	weeks
The *defects date* is	104	weeks after Completion
The *defects correction period* is	2	weeks
Except that the *defects correction period* for health and safety matters is 24 hours		
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	£100,000	
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 £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 *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 £5,000,000 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 *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

Z7.2	Additional Compensation Event COVID-19 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 April to 30th June 2021.
Z7.3	Clause 60.1 (8) second bullet point is amended to: "are not weather conditions or floods and"
Z7.4	Clause 60.1 (9) is amended to: "The Contractor is prevented by weather or floods from carrying out all work on the site for periods of time, each at least one full working day, which are in total more than one seventh of the total number of days between the *starting date* and the Completion Date. In assessing this event, only the working days which exceed the limit and on which work is prevented by no other cause are taken into account."
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

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	Land & Water Services Ltd	
Address for communications	Weston Yard, Albury, Guildford, Surrey, GU5 9AF	
Address for electronic communications	[redacted]	
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	**£332,549.10**
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	21.09.21

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

Signed on behalf of the *Client*

Name	[redacted]
Position	[redacted]
Signature	[redacted]
Date	10th November 2021

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.

Note: The *Contractor* must satisfy themselves that they have priced for the whole of the scope for each project in a package. It will be assumed that this is the case whether or not the item appears on the Price List. If the *Contractor* is of the view that items do not appear on the Price List they are able to add them below.

Sonning Upstream 24hr Visitor Mooring Refurbishment (ENV0003704C)

Item Number	Description	Quantity	Unit	Rate	Price
1	Preliminaries and supervision	1	item	[redacted]	
2	Preparation of a detailed Construction Phase Plan (CPP) in accordance with the SHEW Code of Practice and any other information critical to be produced and accepted by the *Client* before commencement on site. The production of a Waste Management Plan. Maintenance and adherence to the Environmental Action Plan (EAP).	1	item	[redacted]	
3	All licences, permits and approvals necessary to complete the scope of works (Contractor to detail)	1	item	[redacted]	
4	Detailed design	1	item	[redacted]	
5	GPR survey of areas of intrusive works and other areas as deemed necessary by Contractor	1	item	[redacted]	
6	Precondition photographic survey of working areas and access routes	1	item	[redacted]	
7	Mobilisation and establishment of works and reinstatement on completion	1	item	[redacted]	
8	Design, supply and install a soft bank protection solution to formalise 150m of the river bank (right bank), including a 3 metre section of natural bank to be used as a juvenile fish habitat. Remove trees and saplings to prevent regrowth.	1	item	[redacted]	
9	Remove all old tree stumps along 170 metre length	3	stumps	[redacted]	
10	Design, supply and install mooring bollards with individual foundations at 5 metre centres along the 150m of formalised visitor moorings (excluding natural bank section)	31	Mooring point	[redacted]	

11	Repair the 12m length of bank adjacent to the concrete boat ramp utilised by Reading Blue Coat School.	1	Item	[redacted]	
12	All surplus wastes generated by the works to be disposed of off-site in accordance with the current Waste Management Regulations.	1	item	[redacted]	
13	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	item	[redacted]	
14	Completion of relevant forms to provide cost and carbon information to the Environment Agency. Completion of the Environment Agency's Carbon Optimisation Report to inform the design stage, and Final Carbon Report for the 'as built' project to be provided within a month of project completion.	1	item	[redacted]	
	Efficiency saving due to award of multiple projects	1	Sum		£0.00
			The total of the Prices		**£332,549.10**

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.

Scope

1. Description of the *works*

For works descriptions for each of the projects within the packages, please refer to the Site Specific Packs for each project.

All replacement timber used on the *works* must be new FSC Approved Sustainable Hardwood (Ekki) except if otherwise specified. The use of new tropical hardwood requires Sustainable Business Case approval, which the *Client* will obtain, however, the *Contractor* must be compliant in all areas of reporting and record keeping and submit evidence of FSC certification etc. to the *Client* prior to completion of the works.

Where timbers (or alternative materials) have been drilled and a clash occurs with existing fixings or other obstructions a replacement item must be provided.

For each project, the *Contractor* must prepare a detailed Construction Phase Plan (CPP) in accordance with the SHEW Code of Practice and any other information critical to be produced and accepted by the *Client* before commencement on site. Note: A suitably developed Construction Phase Plan must be issued for approval not less than 10 days prior to planned mobilisation. Please refer to the Pre-Construction Information (PCI) at Appendix 7 for further clarification of requirements.

A GPR survey of areas of intrusive works, and other areas as deemed necessary by the *Contractor* e.g. this could include survey of access routes where heavy plant is likely to be required to operate over possible service routes, is to be carried out prior to works commencing on site in accordance with the SHEW Code of Practice.

The *Contractor* must produce a Site Waste Management Plan (SWMP). Re-use or recycling of materials should be carried out wherever possible. However, the *Contractor* is to allow for the cost associated with waste not suitable for reuse within the permanent works. This must be disposed of off-site in accordance with the site specific Site Waste Management Plan (SWMP) and the current Waste Management Regulations.

Maintenance and adherence to the Environmental Action Plan (EAP) is a requirement. (See Appendix 2 for project specific EAPs).

The *Contractor* shall confirm all dimensions for all works.

The *Contractor* must accept any risk surrounding likely damage caused by his method of working for all works.

The *Contractor* is to cost for all preliminary activities and supervision including welfare, site accommodation etc.

The *Contractor* must independently obtain and include all costs associated with any environmental permits, licences, consents and approvals required to deliver the works.

The *Contractor*, as Operator, will in accordance with clause Z2.2 be required to sign and pay for the Flood Risk Activity Permit (FRAP). The *Contractor* will need to prepare and submit the FRAP application (which will be required for each project) within a week of Contract Award to enable works to start on site in line with the timescales set out in Section 5 of this Contract.

The *Contractor* shall include any temporary works required to undertake the *Contractor's* method of working as deemed necessary to meet the works scope.

A detailed photographic record of access routes and all working areas (including vertical and horizontal alignments and close proximity photos of elements of the structures included in the scope of works) must be carried out by the *Contractor* prior to works commencing on site and provided to the *Client*.

The *Contractor* shall carry out detailed design and submit design drawings, for all elements of the proposed works, to the *Client* for acceptance, allowing for amendments in line with the scope, with at least 10 days allowed in the programme for review.

All repairs, refurbishments, replacements and new elements are to be designed by the *Contractor*.

Public Safety Risk Assessments (PSRAs) are included within the Site Information (Appendix 6). The design for each project must be accepted by the *Client,* including the Environment Agency's PSRA Assessor, and time allowed in the programme for review.

All access routes and working areas must be reinstated on completion of the works.

Prior to completion and for each project, a suitably developed Health and Safety File (the required template is at Appendix 8) must be issued by the *Contractor* to the Principal Designer along with 'as built' drawings (provided in CAD and pdf format) showing any changes from the original approved design.

The *Contractor* will be provided with a completed Carbon Calculator (or equivalent) for the preferred option for each project on contract award. The ERIC Carbon Calculator is currently the Environment Agency's tool for assessing whole life carbon. The Cost Capture Data (CCD) forms are the current way that the Environment Agency captures project cost data. A new Cost and Carbon Tool (CCT) is currently being developed. In order to support the *Client* in cutting carbon emissions and assess project costs, the *Contractor* must complete the relevant forms to provide cost and carbon information about each project. For carbon, this will as a minimum involve providing the *Client* with a Carbon Optimisation Report, which should be produced at the design stage to inform the design i.e. to reduce carbon where possible for each project, and a Final Carbon Report for each project within one month of completion of the works.

The Information Delivery Plan (IDP) is a schedule of how the *Client* expects data to be shared between the *Client* and the *Contractor(s)* working on the project as part of Building Information Modelling (BIM). The *Contractor* must ensure that this protocol is adhered to. It reflects the information that is already held for each project and the information that the *Client* expects to receive from the *Contractor*. The IDP is hosted on Asite and is accessible by the *Client* as well as the *Contractor* following award. The *Contractor* should provide a marked up IDP within 3 weeks of contract award and must upload all project documentation listed in the IDP to Asite.

2. Drawings

Historical drawings for the *site* will be included in the Site Information (Appendix 4). This is a Design & Build Contract, therefore there are no existing drawings for the *works*.

3. Specifications

Any specifications that relate to particular projects will be included within the Site Specific Packs

Title	Date or Revision	Tick if publicly available
The civil engineering works are to be constructed to the 'Civil Engineering Specification for the Water Industry, Seventh Edition', published by the Water Industry Research Ltd in 2011.	7th Edition	Yes

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

General Constraints

The projects have been screened by the Environment Agency's National Environmental Assessment Service (NEAS) as low risk, however, the *Contractor* should manage all activities in line with the Environmental Action Plan (EAP) for each project (Appendix 2 in the tender package) to minimise and mitigate environmental risks e.g. pollution.

All the proposed works are considered to be permitted development under The Town and Country Planning (General Permitted Development) (England) Order 2015 with the exception of:

- The *works* at Goring Lock, Sonning Visitor Moorings and Bridge 6, Kelmscott, as these sites are in Conservation Areas and therefore consultation with the local authority Conservation Officer, and potentially planning permission, will be required.
- The works to Bridge 70 and Bridge 93 may not be permitted development and therefore may require planning permission.

The *Contractor* is to allow three months in their programme (after design acceptance by the *Client*) to undertake consultation and obtain any approvals. It is to be assumed for pricing purposes that, following consultations, Planning Permission is not required. Should this not be the case, any further delays or costs directly attributed to obtaining Planning Permission will be a Compensation Event.

The *Contractor* will ensure that a good level of communication is maintained with the project team and the lock keeper and any relief lock staff for each project, as well as members of the public, so that the *Contractor*'s activities whilst carrying out the works are mutually understood. However, formal public relations shall be managed by the *Client*. The *Contractor* shall notify the *Client* of all press or media enquiries.

Due to the proximity of the locks and weirs to residential housing at some of the sites, noise levels shall be monitored and kept to a minimum whenever possible. The *Contractor* shall notify the *Client* of any issues that may affect residents or the public and the dates and times of expected disturbances.

The *Contractor* (or any of his *Sub Contractor* s or suppliers) shall not publish information about the works or use the site to demonstrate equipment or material to third parties without the written acceptance of the *Client*.

The *Contractor* shall notify the *Client* of any meetings requested by third parties so that the *Client* has the option to attend or send a representative. The *Contractor* shall record all meetings and agreements with third parties and shall notify the *Client* of all details.

The *Contractor* shall erect at the start of the Contract and remove at the end of the Contract two notice boards on site (these will be provided by the *Client*). The notice boards shall be erected on Environment Agency land unless otherwise directed by the *Client*. The *Contractor* shall agree the locations of the notice boards with the *Client*. The boards shall be securely fixed to site fencing and clearly visible to the public.

The *Contractor* shall not undertake or allow billposting or advertising of any kind in connection with the works without the written consent of the *Client*.

Access must be maintained at all times to the lock, lock house, other buildings and operational plant and areas on the lock/weir side not affected by the works.

The *Client* may have telemetry and electrical supply equipment cabinets and other buildings within the lock/weir area. These services are critical and should be avoided/protected from damage during the works. The *Client* may need access to these for operation and maintenance purposes so access should be maintained.

The *Contractor* needs to maintain safe public access/interface during the construction *works* and implement appropriate safety measures to manage this risk. The Thames Path, Ridgeway or other public rights of way cross or run adjacent to all the lock and weir sites, bridges and moorings in this tender package. These must therefore be considered within a site specific Traffic Management Plan and access along them must be maintained unless alternative arrangements have been agreed with the relevant local authority and landowner. Note: The Thames Path or any other public right of way must not be closed or diverted without consent from the relevant local authority. Consent can take up to 3 months to obtain and it is unlikely that this would be forthcoming, especially in relation to closure/diversion of the Thames Path or Ridgeway Path, unless a suitable diversion can be found.

The Environment Agency will advertise that some disruption to river users may occur as a result of the works at Abingdon Canoe Portage and Sonning Upstream Visitor Moorings. At these sites access along the River Thames for boaters must be maintained at all times. At Bray, Penton Hook, Rushey and Blakes locks, lock closures will be in place for the duration of the works. A short-term lock closure will be put in place to carry out the Goring head layby works.

To minimise disruption to the Thames Navigation, construction work is to be started no sooner than the 1st November 2021 (unless otherwise specified in the Site Specific Packs). Site access/set-up can take place between 25th October and 29th October 2021 providing this does not disrupt Navigation (unless otherwise specified in the Site Specific Packs).

The following constraints apply to Completion:

- **Sonning visitor moorings:**
  Completion is not required by 31st March as these works do not impact navigation (providing the *Contractors* method does not affect the use of the layby or navigation through the lock), although earlier completion is preferable. *Contractor* to programme the works appropriately (avoiding school holidays).

All temporary works and access arrangements around them will be sole responsibility of the *Contractor* and should be priced in the tender submission.

Working times

Working hours shall be as follows:

07:30 to 18:00 Monday to Friday (other than for piling activities)

0800 to 18.00 Monday to Friday for piling activities

No work will be permitted outside of these hours or on Public Holidays without the prior written acceptance of the *Client*.

Delivery restrictions are limited to normal working hours as stated above.

5. Requirements for the programme

The *Contractor* must submit a programme with the *Contractor's* Offer for acceptance. The programme must show each project separately, with a planned completion date for each individual project in the package.

Following contract award, a programme is to be submitted every month (in the form of a Gantt chart) for acceptance by the *Client*.

The *Contractor* must show on each programme submitted for acceptance the following:

a) Critical path
b) Period required for mobilisation/planning and post contract award
c) Contract *starting date*
d) Design activities
e) Each of the activities listed within the Price List/Scope
f) Anything required from the *Client*, including any periods for review/acceptance.
g) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents e.g. FRAP/waste permits.
h) Construction starting date
i) Construction finish date
j) Planned completion date (for each individual project where they have been awarded as a package)
k) Contract Completion Date
l) All time risk allowances

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

The *Client* will provide any services or "free issue" Plant and Materials and equipment only as stated within the Site Specific Pack for each project.

Site Information

For Site Information relating to each project within the packages, please refer to Appendix 4.

General Site Information:

The Pre-Construction Information (PCI) for each site contains relevant site information. *Contractors* should be aware that this includes information relating to areas within Environment Agency ownership that are excluded from *Contractor* access. Further, the PCI also contains information on suggested areas where the *Contractor* may provide a site compound. It should be noted that any such suggestions do not constitute scope or represent an instruction. The PCI also contains information on available welfare, however, if this is not sufficient or not required then the *Contractor* should provide their own.

Information on river levels for all sites is contained in Appendix 10.

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:	