What's this document about? 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

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – North Hub

A contract between	**Natural England** **Roudsea Wood and Mosses National Nature Reserve (NNR), Fish House Lane, Haverthwaite, Near Ulverston, Cumbria, LA12 8PE.**
And	**Cheetham Hill Construction Ltd.**
For	**Roudsea Wood NNR Access Bridge Design**
	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	Natural England	
Address for communications	Roudsea Wood and Mosses National Nature Reserve (NNR), Fish House Lane, Haverthwaite, Near Ulverston, Cumbria, LA12 8PE, Cumbria.	
Address for electronic communications	[redacted]	
The *works* are	The outcomes from this contract include: Submit details of programme and estimated cost for dismantling and build works Liaise with planning authority Submit planning application on behalf of Natural England Carry out topographic surveys Utility surveys Ground investigation Design a new vehicle/pedestrian bridge as described below under "Scope" starting on page 11 of this document.	
The *site* is	Roudsea Wood and Mosses National Nature Reserve (NNR), Fish House Lane, Haverthwaite, Near Ulverston, Cumbria, LA12 8PE. The NNR entrance is at SD 330827, and is covered by OS Explorer OL7 map.	
The *starting date* is	To be determined by the successful contractor's programme but no later than [redacted]	
The *completion date* is	To be determined by the successful contractor's programme but no later than [redacted]	
The *delay damages* are		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 *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	The defects Certificate has been issued
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	[redacted]	[redacted]

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.
Z7.2	Additional Compensation Event COVID-19 Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, un from 1st November 2020 to 31st March 2021.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	Cheetham Hill Construction	
Address for communications	Woodhill Road, Bury, Lancs, BL8 1AR	
Address for electronic communications	[redacted]	
The *fee* percentage is	[redacted]	[redacted]
The *people rates* are	As per the framework agreement	
category of person	unit	rate
	—	
		[redacted]
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	[redacted]
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

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

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	Site visit by contractor to meet the client, assess the situation and discuss work tasks.	1	No.	[redacted]	[redacted]
2	Submit details for the dismantling of existing bridge and design, specifications and installation of a new purpose-built bridge close to the existing bridge that will offer the access as detailed under "Description of Works" on page 11, below.	1	No.	[redacted]	[redacted]
3	Submit details of programme of dismantling and build works	1	No.	[redacted]	[redacted]
4	Liaise with planning authority	1	No.	[redacted]	[redacted]
5	Submit planning application	1	No.	[redacted]	[redacted]
6	Carry out topographic surveys	1	No.	[redacted]	[redacted]
7	Utility surveys	1	No.	[redacted]	[redacted]
8	Ground investigation Include Construction Phase Plan (CPP) and Environmental Action Plan (EAP)	1	No.	[redacted]	[redacted]
9	Produce works information for construction contract	1	No.	[redacted]	[redacted]
10	Submit cost estimate for the dismantling of existing bridge and design, specifications and installation of a new purpose-built bridge close to the existing bridge that will offer the access as detailed under "Description of Works" on page 11, below. Include Construction Phase Plan (CPP) and Environmental Action Plan (EAP)	1	No.	[redacted]	[redacted]
11	Insurance	1	No.	[redacted]	[redacted]
	The successful contractor will accept responsibility for the External Designer or Principal Designer Natural England will take the client's role under CDM.				

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.

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.

Submit details and cost estimate for the dismantling of existing bridge and design, specifications and installation of a new purpose-built bridge close to the existing bridge that will offer the access as detailed under "Description of Works" on page 11, below. Include Construction Phase Plan (CPP) and Environmental Action Plan (EAP).

Submit details of programme of dismantling and build works

Liaise with planning authority

Submit planning application

Carry out topographic surveys

Utility surveys

Ground investigation

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.

Outcomes from this contract

The outcomes Natural England requires from this contract are:

Submit details of programme of dismantling and build works

Liaise with planning authority

Submit planning application

Carry out topographic surveys

Utility surveys

Ground investigation

1) Design, develop specifications for a new purpose-built bridge close to the existing drain that will offer the following access:

- Fire engine (fire tender) fully equipped and with full water capacity;
- Timber truck to 20 tonnes minimum;
- Landrover/Toyota Hilux with four-wheel trailer. Our long flatbed trailer is 12 feet long so it needs to accommodate this plus the Toyota Hilux vehicle;
- Bridge width must be suitable to accommodate fire engine and 4WD with double-axled trailer, (current bridge is ~ 5m wide, 7m span);
- Pedestrian bridge must include hand-rails.
- Parapets

2) This construction work is to be undertaken at Roudsea Wood NNR where Natural England will take the Client role only and the successful contractor will take on the responsibility of External Designer or Principal Designer and External Contractor or Principal Contractor. The Risk Assessments and Method Statement (RAMS) must be submitted for each task

3) The contractor will develop and submit a Planning Application to the Lake District National Park Authority (LDNPA) for the bridge installation. And will amend the specification and drawings as necessary in accordance with the Planning Authority's direction and conditions associated with the Planning Permission.

4) Identify and deliver limitations of the new bridge, for example weight and vehicle length, and other relevant statistics. Max weight of the bridge.

5) Supply full costing for the full removal of existing bridge, for the design and build of new bridge as described, to include combined disabled/tramper/pedestrian access adjacent to the new bridge. Include the cost for carrying out an annual structural, safety and maintenance check, with stress test as required for 10 years following completion of the works. Costs should include a breakup of each task cost separately and show VAT cost for each task as well as total costs. – make sure its best wording

Site information

The existing access track is:

- A private track owned by Holker Hall Estate.

- A one-lane track built on peat.
- Subject to regular flooding at high tide, sometimes to the extent that no passage is possible until tide level drops.
- There is a water pipe close to the current bridge – this is fed into the NNR base.
- There is electrical conduit/wiring close to the bridge – this is fed into the NNR base.
- There is a car park outside the NNR base that, once the contractor has made secure could be used to store vehicles and equipment **at the contractor's risk**.

2. Drawings

List the drawings that apply to the contract.

Below are 3 photos of the existing bridge.

Drawing Number	Revision	Title
Photo A		

Photo B		
Photo C		

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes

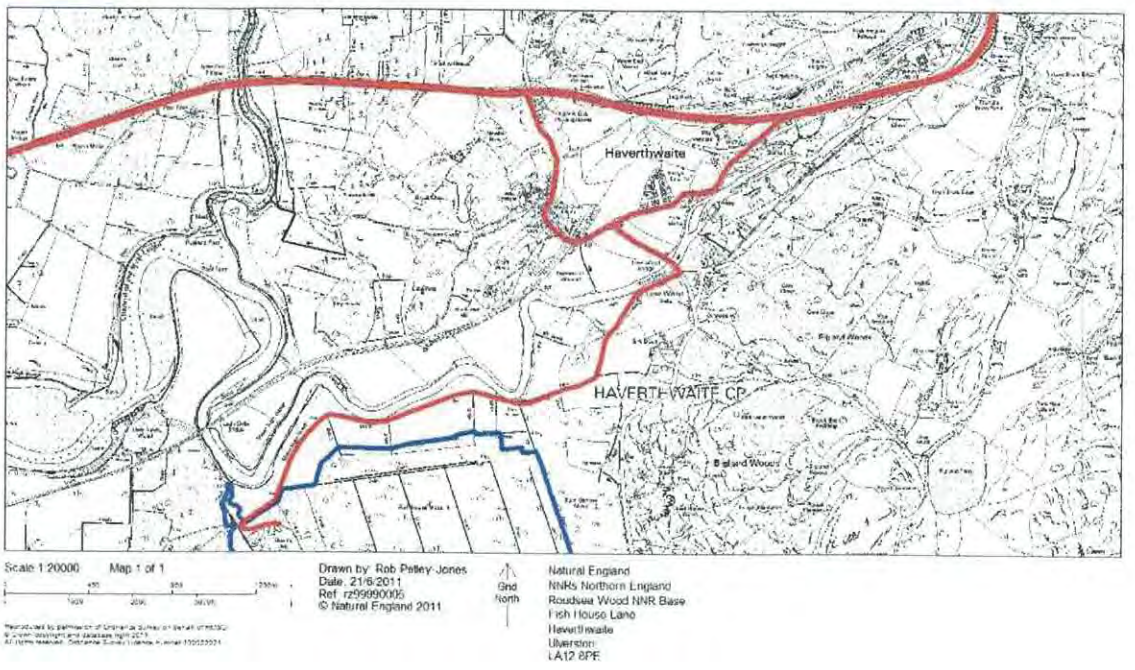
4. Constraints on how the *Contractor* Provides the Works

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*.

The existing access track is:

Site information

Roudsea Wood Office
Directions from A590 at Haverthwaite



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- There is electrical conduit/wiring close to the bridge – this is fed into the NNR base.
- There is a car park outside the NNR base that, once the contractor has made secure could be used to store vehicles and equipment **at the contractor's risk**.
- Natural England shall not accept any work on the site until Natural England, or their representative, has accepted the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the works.

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

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

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**

Site Information

Site Information

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Description and access

Lying at the head of the Leven Estuary off Morecambe Bay, Roudsea Wood NNR is one of Britain's most important woodland sites. Its varied geology, from limestone in the east to slates in the west, together with areas of alluvial soils and fens, has allowed the development of a rich mosaic of woodland types.

To the east of the woodlands lie the bogs of Roudsea Moss and Holker Moss which have formed over thousands of years because of the very high rainfall of the area. These bogs have laid down deep peat deposits below the extensive Sphagnum mosses on the bog surface.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	[redacted] Form of Contract:	[redacted]
2.	Form of Contract:	
3.	Form of Contract:	

4.	Form of Contract:	