

Supporting document 249_18_SD15

Issued 23/06/2018

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	Breheny Civil Engineering Ltd
For	Design and Build of Hall Place Embankment Repairs
	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	Guildbourne House, Chats BN11 1LD	sworth Road, Worthing, West Sussex,
Address for electronic communications	Defra.bravosolution.co.uk	
The works are	As described in the Contra	act Data section of the Specification
The site is	Described in the Contract I and Pre-Construction Infor	Data Section of the Site Information Pac mation.
The starting date is	2 August 2021	
The completion date is	19 th November 2021	
The delay damages are	£428.12	Per day
The <i>period</i> for reply is	2	weeks
The defects date is	104	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	%
ne United Kingdom Housing Grants, Cor	nstruction and Regeneration	Act (1996) does apply
ne <i>Adjudicator</i> is : the event that a first dispute is referre	d to adjudication, the referr	ing Party at the same time applies to the

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 £100,000 Contractor to the Client for loss of or damage to the Client's property is limited The Client provides this insurance None Insurance Table **Event** Cover Cover provided until The Client's certificate of Loss of or damage to the works The replacement cost Completion has been issued The defects Certificate Loss of or damage to Equipment, Plant and Materials The replacement cost has been issued The Contractor's liability for loss of or damage to property Minimum £5,000,000 in (except the works, Plant and Materials and Equipment) respect of every claim without limit to the and for bodily injury to or death of a person (not an number of claims employee of the Contractor) arising from or in connection with the Contractor's Providing the Works Liability for death of or bodily injury to employees of the The amount required by Contractor arising out of and in the course of their the applicable law employment in connection with this contract Failure of the Contractor to use the skill and care normally Minimum years 12 following 2,000,000..... Completion of the whole used by professionals providing works similar to the works in of the works or earlier respect of every claim without limit to the termination number of claims The Adjudicator nominating body is The Institution of Civil Engineers

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The tri	bunal is litigation in the courts
	onditions of contract are the NEC4 Engineering and Construction Short Contract June 2017 and the ng additional conditions
Only e	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 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 <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 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 <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.
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, from 1st November 2020 to 31st March 2021.

Contract Data

The Contracto	or's Contract D	ata
	The Contractor is	
Name	Breheny Civil Engineering Ltd	
Address for communications		
Address for electronic		
communications		
The fee percentage is		%
The people rates are		
category of person	unit	rate
		I .
	<u> </u>	<u> </u>
		1
		T
The published list of Equipment is		As per FCRM Framework Rates
The parameter and or Equipment to		
The percentage for adjustment for I	Equipment is	As per FCRM Framework Rates
-		

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The Contractor offers to Provide the determined in accordance with thes	e Works in accordance with these <i>conditions of contract</i> for an amount to be se <i>conditions of contract</i> .
The offered total of the Prices is	£320,028.00
	Enter the total of the Prices from the Price List.
Signed on behalf of the Contractor	
Name	
Position	EA SE Framework Manager
Signature	
Date	19.05.21
The Client accepts the Contractor's	Offer to Provide the Works
Signed on behalf of the Client	
Name	
Position	Senior Commercial Officer
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.

Note: The *Contractor* must satisfy themselves that they have priced for the whole scope for the project. 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.

Item Number	Description	Unit	Quantity	Rate	Price
1	Preliminaries and supervision	1	item		
2	Setup Access routes and associated ancillaries e.g. track matting / ground protection (assumed at 200m x 3m)	1	Item		
3	Strip the topsoil of the Terminal Embankment and stock. (BCE COMMENT: This has been duplicated in item 5 below – deleted)	4	Item		
4	Design and construct works to raise crest level and installation of an erosion protection or soil reinforcement system providing a grassed surface to the Terminal Embankment:	1	Item		
5	Strip the topsoil of the Terminal Embankment and stockpile	1	<u>Item</u>		
3	Compact and Replace Terminal Embankment (650m2).	1	Item		
6	Import clay for Terminal Embankment est. (85m3) Clay import	1	item		£
<mark>7</mark>	Place and compact clay on Terminal Embankment	1	Item		£
8	Place and compact topsoil on Terminal Embankment	1	Item		£
5	Trench clay import on Terminal Embankment, est. (85m3).	1	item		

6	Import reseeding materials for Terminal, Railway and Spillway embankments	1	item		
9	Reseed Terminal Embankment — (area 650m2)	1	item	£	
	CONTRACTORS USE: Additional Item - Install post and wire fencing around perimeter of access (to be removed when fully established) This will involve opening up all access routes which will be required to be reinstated upon establishment of remainder of works- approx 600m			£	
10	Design and construct works to raise crest level and installation of an erosion protection or soil reinforcement system providing a grassed surface to the Railway Embankment including:			£	
<mark>11</mark>	Strip the topsoil of the Railway Embankment	1	<u>Item</u>	£	
12	Setup Access routes and associated ancillaries e.g. track matting / ground protection (assumed at 200m x 3m)-BCE COMMENT: DUPLICATED ITEM	4	Item		
<mark>13</mark>	Import fill material for Railway Embankment	1	Item	£	
14	Raise crest level of Railway Embankment	1	Item	£	
15	Raise crest level of Railway Embankment 100mm, (est. 620m long, 2.6m wide). BCE COMMENT: DUPLICATED ITEM	1	item		
<mark>16</mark>	Import erosion protection or soil reinforcement system on Terminal Embankment Geogrid, to cover Area on Terminal Embankment (Est 650m2)	1	Item	£	
<mark>17</mark>	Lay erosion protection or soil reinforcement system Geogrid on Terminal Embankment	1	Item	£	
<mark>18</mark>	Reseed Railway Embankment (est. area 2220m2)	1	Item	£	
	CONTRACTORS USE: Additional Item - Install post and wire fencing around perimeter of access (to be removed when fully established) This will involve opening up all access routes which will be required to be reinstated upon establishment of remainder of works- approx 750m			£	
19	Design and construction works to carry out remedial works to the Spillway Embankment including:	1	Item	£	
<mark>20</mark>	Excavate areas of rutting and poor grass growth on Spillway Embankment to a depth of 150mm	1	Item	£	
<mark>21</mark>	Remove excavated material from site and dispose	1	Item	£	
<mark>22</mark>	Fill excavated areas on Spillway Embankment with imported topsoil and compact.			£	
	Re-topsoil Spillway Embankment – (10m3)	1	Item		

<mark>23</mark>	Reseed Spillway Embankment — (est. area 60m2)	1	Item		£	
<mark>24</mark>	Design and construction of Temporary Access Bridge	1	Item		£	
<mark>25</mark>	Setup Temporary Access Bridge – (Assumed reasonable ground)	1	item		£	
<mark>26</mark>	Procurement of Temporary Fencing	1	Item		£	
	Installation of Temporary Fencing (For newts, reptiles)	<mark>1</mark>	ltem			
<mark>27</mark>	OMIT – Tree pollarding and other landscaping	1	Item			
28	Salaries Construction and Post Construction.	1	Item			
29	Completion of the Environment Agency's Carbon Calculator and Carbon Optimisation Report to inform the design stage, and a Carbon Calculator and Final Carbon Report for the 'as built' project to be provided within a month of project completion.	1	Sum			
30	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		£	
31	All surplus wastes generated by the works to be disposed of off-site in accordance with the current Waste Management Regulations.	1	Sum			
32	Mobilisation and establishment of works and reinstatement on completion	1	Item		£	
	CONTRACTORS USE: Additional Item - Maintenance - Return to site to remove post and wire fencing (return date to be				£	
33	when fully established in April 2022) Precondition photographic survey of working areas and access routes and photographs and video footage both prior to works on embankments and after installation of embankment repairs for comparative purposes.	1	Item			
34	GPR survey of areas of intrusive works and other areas as deemed necessary by Contractor	1	Item		£	
35	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 <i>Client</i> before commencement on site. The production of a Waste Management Plan/ Maintenance and adherence to the Environmental action Plan (EAP).	1	Sum		£	
	The t	otal of	the Prices	320,028.0	0	

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 the project please refer to the Project Specification, Site Information Pack and Pre-Construction Information.

The Project Objectives are design and installation of erosion protection/ soil reinforcement system for the Terminal and Railway Embankments, and execution of the repairs on the Hall Place FSA embankments:

Repairs of Hall Place FSA embankments as a requirement of the last Section 10 and Section 12 reports:

- Terminal embankment: The level of the terminal embankment crest needs to be made uniform and increased by up to 150 mm to a 9.20mAOD. The terminal embankment has a length of 190 m.
- Railway embankment: Reinforce crest of embankment and reinstate grass cover
- Spillway embankment: Reinstate grass cover of embankment crest.

The *Contractor* shall notify the *Client's* Delegate of any issues that may affect residents or the public and the dates and times of expected disturbances.

For the works 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 suitable developed Construction Phase Plan must be issued for approval not less than 10 days prior to planned mobilization. Please refer to the Pre-Construction Information (PCI) at Appendix X for further clarification of requirements.

If 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). 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 current Waste Management Regulations.

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

Upon award, the *Contractor* will satisfy himself with all the dimensions for all works.

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

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

The *Contractor*, as Operator, will in accordance with clause Z2.2. will required to sign and pay for the Flood Risk Activity Permit (FRAP). The *Contractor* will need to prepare and submit the FRAP application within a week of *Contractor* Award to enable works to start on site in line with 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 structure included in the scope of works e.g. alignment or embankments, state of site prior to temporary works), must be carried out by the *Contractor* prior to works commencing on site and provided to the *Client*.

The *Contractor* shall reinstate all access routes and working areas to the same conditions as they were at the start of the works.

Any temporary works designs for the project must be accepted by the *Client*, including the Environment Agency's PSRA Assessor, and time allowed in the programme for review.

Prior to completion of the project a suitably developed Health and Safety File must be issued 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 for the preferred option. This is the Environment Agency's tool for assessing whole life carbon. In order to support the *Client* in cutting carbon emissions, The *Contractor* must complete and provide to the *Client* an updated Carbon Calculator and 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 an 'as built' Carbon Calculator and 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 *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.

The *Contractor* shall be required to work with, but not limited to working with, the *Client* delegate supervisor, the *Client* delegate Project Manager and the *Client* appointed Principal Designer. If others are required then the *Contractor* shall receive notification form the *Client*.

Prior to starting construction works, the *Contractor* shall propose mitigation measures to maintain the *Site's* Standard of Protection in a situation where a Flood Event occurs during construction work. When a Flood Event is likely to occur, the *Contractor* shall receive notice and direction from the *Client*.

The Contractor is to obtain agreement from the Client prior to changing any individuals provided under this contract.

The *Contractor* shall propose a *Site Compound* Area and an Access route to be accepted by the *Client* prior to works commencing on site.

A Pollution Prevention Emergency Plan shall be prepared by the *Contractor* and submitted to the *Client* for acceptance. The Pollution Prevention Emergency Plan shall be retained at the site compound and can be viewed by the *Contractor*.

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

The *Contractor* shall notify the *Client* of any issues that may affect nearby stakeholders, such as Network Rail, or the public, and the dates and times of expected disturbances.

The Contractor (or any Sub-Contractors or Suppliers employed under the Contractor) shall not publicise information about the works without written acceptance of the Client.

The Contractor (or any Sub-Contractors or Suppliers employed under the Contractor) shall not use the works to demonstrate equipment or materials to third parties without written acceptance from 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 not undertake or allow billposting or advertising of any kind in connection with the works without the written consent of the *Client*.

The *Contractor* needs to maintain safe public access/interface during the construction works and implement appropriate safety measures to manage this risk.

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

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
ENVRY00056C01	V1	HP Emb Repairs Overview
ENVRY00056C02	V1	HP Emb Repairs Site Layout
ENVRY00056C03	V1	HP Emb Repairs access plan
ENVRY00056C04	V1	HP Emb Repairs Hazard Plan
ENVRY00056C05	V1	HP Emb Repairs Access to the Site
ENVRY00056C06	V1	HP Emb Repairs Terminal Embankment solution
ENVRY00056C07	V1	HP Emb Repairs Traffic on the Embankment
ENVRY00056C08	V1	HP Emb Repairs Railway Embankment solution
ENVRY00056C09	V1	HP Emb Repairs Spillway Embankment solution
ENVRY00056C10	V1	HP Emb Repairs Emergency Route to Hospital

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
ENVRY00056C - Hall Place Embankment Repairs Specification	V2	No
Appendix A2 to the Framework Deed of Agreement Section 6 –	V1	No
Lot 2 Specification	September 2017	
FCRM Asset Maintenance Standards	2013	Yes
Specification for Highway Works	V1	Yes
	December 2020	
Environment Agency Code of Practices for working near water		No
Health and Safety at Work Act	1974	
Provision and Use of Work Equipment Regulations	1992	
Construction Design and Management Regulations	1992	

Construction (Health Safety and Welfare) Regulations	1996	
Civil Engineering Specification for the Water Industry	7 th Edition	Yes
	2011	

4. Constraints on how the Contractor Provides the Works

General Constraints

The embankments form part of a reservoir subject to the Reservoirs Act 1975 that is liable to fill during periods of sustained heavy rainfall. All activities will be suspended during rainfall to prevent damage to the embankments caused by tracking vehicles along the crest.

- No plant or materials shall be stored on the embankment slopes or crests;
- Spillways and outlet structures must not be obstructed
- Access for operation and maintenance during emergency situations must be maintained."

All *Contractor* staff supplied under this contract must have a valid *Contractor* named DBS check due to the site being a public recreational area.

Technical Constraints

These are detailed within document ENVRY00056C - Hall Place Embankment Repairs Specification

Working times for programmed work activities (not additional labour resource)

Working hours shall be as follows:

07:30 to 18:00 Monday to Friday

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

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
- the order and timing of the operations which the *Contractor* plans to do in order to Provide the Works,
- the order and timing of the work of the *Client* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in the Scope,
- the dates when the *Contractor* plans to complete other work needed to allow the *Client* and others to do their work,
- provisions for float, time risk allowances, health and safety requirements and the procedures set out in the contract,
- the dates when, in order to Provide the Works in accordance with the programme, acceptances, Plant and Materials and other things to be provided by the *Client* and information from others,
- for each operation, a statement of how the *Contractor* plans to do the work identifying the principal Equipment and other resources which will be used
- other information which the Scope requires the *Contractor* to show on a programme submitted for acceptance. A programme issued for acceptance is in the form stated in the Scope.

Following contract award, a programme is to be submitted every 4 weeks for acceptance by the Client 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 For Site Information relating to the project General Site Information

The Pre-Construction Information (PCI) for the 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 within the site information pack.

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:		