

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework –	South East Hub
A contract between	The Environment Agency
	Horizon House
	Deanery Road
	Bristol
	BS1 5AH
And	
For	2021 – 2022 Solent and South Downs Culvert Inspection Programme
	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, Peter Ade	osun		
Address for communications	Environment Agency, Guildbourr Worthing, West Sussex, BN11 1			
Address for electronic communications				
Address for electronic communications				
The works are				
The site is	The 102 sites are listed in the do	cument:		
	SSD culvert inspection programr	ne - 2021-2022 - List of Sites		
The starting date is The completion date is				
The delay damages are	Nil	Per day		
The <i>period</i> 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, Co	nstruction and Regeneration Act (1	996) does apply		
The Adjudicator is:				
In the event that a first dispute is referre Institution of Civil Engineers to appoint an				

definition of the Adjudicator. The referring Party pays the administrative charge made by the Institution. The

Contract Data

person appointed is also Adjudicator for later disputes.

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 de	elay 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	£100,000.00		
The Client provides this insurance	None		
	Insurance 1	Гable	
Event		Cover	Cover provided until
Loss of or damage to the works		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
The Contractor's liability for loss of or dama (except the works, Plant and Materials ar and for bodily injury to or death of a p	nd Equipment)	Minimum £5,000,000 in respect of every claim	has been issued

	yee of the <i>Contractor</i>) arising from or e <i>Contractor's</i> Providing the Works	in connection	without limit to the number of claims		
Contra	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		
	e of the <i>Contractor</i> to use the skill and by professionals providing works simila		Minimum £0 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 Ad	djudicator nominating body is	The Institution	n of Civil Engineers		
The tri	bunal is	litigation in the	e courts		
followi	onditions of contract are the NEC4 Engaged in			t June 2017 and the	
Z1.0	Sub-contracting	itions are requ	ulleu.		
Z1.1	The Contractor submits the name of for not accepting the subcontractor Works. The Contractor does not app	is that their app	pointment will not allow the	Contractor to Provide the	
Z1.2	Payment to subcontractors and sup	pliers will be no	o more than 30 days from re	eceipt of invoice.	
Z2.0	Environment Agency as a regulator	y 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	, , , , , , , , , , , , , , , , , , , ,				
Z4.0	O 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 (I purports to confer on a third party at				
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	ch the Scope states they ar	e 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 <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
	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
	You are instructed to manage and mitigate the impact of Covid 19 and work in accordance with Public
	Health England guidance, as may vary from time to time, from 1 st April to 30 th June 2021.
	From July 2021 the COVID related risks will be quantified in the Prices and no further Compensation Event is envisaged as being required for this matter.

Contract Data

The Contractor's Contract Data				
	The Contractor is			
Name	Amalgamated Construction Ltd			
Address for communications	Whaley Road, Barugh, Barnsley, So	uth Yorkshire, S75 1HT		
Address for electronic				
communications				
The <i>fee</i> percentage is	12	%		
e ree percentage to				
The <i>people rates</i> are				
category of person	Unit	rate		
Project Manager	hour	As Operational Framework		
Quantity Surveyor	hour	As Operational Framework		
General Foreman	hour	As Operational Framework		
The published list of Equipment is		CECA		
The percentage for adjustment for l	Equipment is	12%		

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 e <i>conditions of contract</i> .
The offered total of the Prices is	£361,281.81
	Enter the total of the Prices from the Price List.
Signed on behalf of the Contractor	
Name	
Position	
<u> </u>	
Signature	
5 /	05.00.04
Date	05.08.21
The Client accepts the Contractor's	Offer to Provide the Werks
The Cherit accepts the Contractor's	Offer to Provide the Works
Signed on behalf of the <i>Client</i>	
Signed on benan of the Olient	
Name	
Ivaille	
Position	
1 0011011	
Signature	
- I - G	
Date	06/08/2021

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.

Please see spreadsheet "SSD_Culvert_Programme_-_21-22_-_Pricing_Template - v2.xlsx"

Item Number	Description	Unit	Quantity	Rate	Price

The total of the Prices £361,281.81

The method and rules used to compile the Price List are

SSD Culver Programme- 2021-2022 - Pricing Template

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

Lot 1A Appendix A1a: Specification Supplementary clauses for culvert works.

677 15 SHEW code of practice.

Sample CCTV Inspection Report.

Prices to include but not limited to, supply and disposal of sediment traps, all project management costs, the production of CCTV reports and video footage, traffic management as required, welfare provisions as required.

Scope	
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.

The *Contractor* is to undertake complete CCTV culvert inspections of all culvert sites listed (culvert information and locations maps are provided). Culverts vary in size and location and will include both fluvial and fluvial/tidal sites.

The *Contractor* shall prepare a Construction Phase Plan(s) (CPP) to cover CCTV inspection work and 'complex' culvert jetting/de-silting, de-watering, over pumping, or root cutting sites. Where appropriate, temporary works design, Buildability Statement, RAG list and Designers Risk Assessment must also be completed. This must be submitted to the Principal Designer or *Client* CDM Advisor as early as practical but at least a minimum of 10 working days prior to the planned start of any construction phase (including advanced works, site investigation or other construction activities).

The Contractor shall complete Generic Risk Assessments and Method Statements (RAMS) to cover all elements of CCTV inspection work. The Contractor shall complete site specific RAMS for any NC3 and NC4 entry, work involving traffic management, culvert jetting/de-silting, de-watering, over pumping, or root cutting sites. These must be submitted to the Principal Designer or Client CDM Advisor as early as practical but at least a minimum of 10 working days prior to the planned start of any construction phase (including advanced works, site investigation or other construction activities). The Contractor shall undertake additional site visits, outside of those completed at tender stage, as required to assist with site specific RAMS and CPP development.

An assumed quantity of sediment is assumed in the 'SSD Culvert Programme - 2021-2022 - Pricing Template.xlsx'; however, the *Client* understands there may be variance from this figure. No additional sediment should be removed from culverts without prior written agreement with the *Client*. For the purposes of pricing please assume the silt is inert. Silt testing is required for all jetting/cleaning sites. If the silt testing provides a result that is not inert then prior written agreement from the *Client* is required before the silt can be removed. Additional disposal costs for contaminated silt will be dealt with by compensation events. The *Contractor* is to provide and dispose of appropriate sediment traps for each site. To reduce the risk of cross contamination the *Contractor* is to wash down all vehicles and equipment between jetting sites.

Upon completion of works the *Contractor* will supply a detailed CCTV inspection report and video footage of the survey. The document 'Sample CCTV Inspection Report' shows an example of the expected quality and content of this report.

The Contractor will apply for necessary road closures and arrange traffic management as required on a site-by-site basis.

The *Contractor* will measure and report invert and soffit levels in mAOD where the information is available from previous reports and for sites that have been identified as requiring GPS surveys. For a list of sites requiring GPS surveys please refer to the 'SSD Culvert Programme- 2021-2022 - Pricing Template'. Culvert diameters at the inlet and outlet must be measured and reported.

The *Contractor* is responsible for applying for and abiding by environmental permits as required. For pricing purposes, Flood Risk Activity Permits (FRAPs) are assumed not to be necessary for this contract, but if the *Contractor's* proposed method of working requires one, the cost will be managed by a compensation event. It is the *Contractor's* responsibility to apply for all FRAPs or register for FRAP exemptions. Please refer to document 'SSD culvert inspection programme - 2021-2022 - FRAP clarification'. All work must abide by the Environmental Action Plan provided in the Pre-Construction Information.

Pre-survey site visits will only be required for those culverts identified as 'complex'. Site visits will be conducted with suppliers to all culverts identified as 'complex' in advance of the tender submission date to enable an

appropriate survey method to be determined and accurately priced. For all sites not identified as 'Complex' assume survey can be completed with a CCTV crawler/float using a standard vehicle. Refer to the 'SSD culvert inspection programme - 2021-2022 - Culvert site information' and 'SSD culvert inspection programme - 2021-2022 - Pricing Template' documents for further details.

Where access is known to be problematic and for any jetting/cleaning and de-watering activities the *Client* will liaise with the appropriate landowners and issue a Notice of Entry where required. For all other sites it's not practical for the *Client* to seek permissions to access land, due to the number of sites and the multiple locations that may be required to facilitate a survey. The *Contractor* is therefore expected to seek permissions on the day(s) of the survey from private landowners. The *Client* will provide an Environment Agency headed covering letter that the *Contractor* can present if required.

In the event the *Contractor* having issues accessing the culvert, only being able to complete a partial survey or having concerns regarding the structural integrity of the pipe, they must inform the *Client* immediately to discuss if any short term remedial action can be undertaken to facilitate the inspection. If the survey cannot be attempted, the *Contractor* must notify an Early Warning to the *Client* detailing the reasons why the survey could not be attempted (including photographic evidence) along with recommendations of the additional work required to facilitate a successful survey.

For sites where the *Contractor* is not able to undertake the *works* for reasons that could not have been reasonably foreseen from the information provided, the *Contractor* shall notify a compensation event and submit a quotation limited to ¼ day rate to cover this visit. For heightened water levels this would also apply except where directly attributable to the weather. If the *Contractor* abandons a survey due to unfavourable tides, a compensation event will not be accepted.

The Contractor is to send the Client weekly updates of work completed and an updated programme monthly.

All inspection and clearance work are to be completed, and survey reports received by the *Client*, by 31st March 2022.

The *Contractor* is to abide by the following documents; Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook, Lot 1A Appendix A1a: Specification Supplementary clauses for culvert works and 677_15 SHEW code of practice.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Lot 1A Appendix A1a: Specification Supplementary clauses for culvert works	18/04/2019	No
Civil Engineering Specification for the Water Industry, 7th Edition	March 2011	Yes
SHEW Cop	May 2018	No

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 *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.

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.

All confined space entries must be assessed by the *Contractor*. The *Contractor* must undertake all confined entry in compliance with appropriate Confined Space safe system of work for the National Category of Confined Space (NC1 to NC4). The *Contractor* will be operating under their own confined space permits for all man-entry work.

For CCTV/ROV sites an 'EA Permission to work document' will be issued to cover all culvert CCTV sites across SSD (the *Contractor* must not start on site without this document). In addition to this:

- If an NC1 or NC2 entry is required, the Client's Project Manager must be contacted prior to entry if the culvert can be subject to sudden changes in water level. Refer to SSD culvert inspection programme -2021-2022 - Culvert site information' document in PCI.
- For NC3 and NC4 entry, site specific RAMS will need to be submitted to the PD and Client's Project Manager. After acceptance of suitable RAMS by the CDM Client (or their representative), a site specific 'EA permission to work document' will then be completed and issued to the contractor. Work cannot proceed until this has been received.

For any culvert jetting, de-watering, over pumping, de-silting or root cutting work, site specific RAMS will need to be submitted to the *Client's* Project Manager. After acceptance of suitable RAMS by the CDM Client (or their representative), a site specific 'EA permission to work document' will then be completed and issued to the *Contractor*. Work cannot proceed until this has been received.

For any culvert jetting, de-watering, over pumping and de-silting activities as part of culvert clearance work, the *Contractor* must submit site-specific method statements and risk assessments to the *Client* for acceptance. The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the site-specific method statements and risk assessments and the specific EA permit to work has been issued by the *Client*.

Working times

The Contractor will be permitted to work between 08:00am 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 their first programme with the Contractor's Offer for acceptance by the 10th of every month.

The Contractor shows on each programme submitted for acceptance (every four weeks)

the starting date and Completion Date,

- planned Completion
- 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.

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

- the Contractor's plans which it shows are not practicable,
- it does not show the information which the contract requires, it does not represent the *Contractor's* plans realistically or
- it does not comply with the Scope. If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one week after the *Contractor*'s notification, it is treated as acceptance by the *Client* of the programme.

The Contractor shows on each revised programme

- the actual progress achieved on each operation and its effect upon the timing of the remaining work, how the Contractor plans to deal with any delays and to correct notified Defects and
- any other changes which the Contractor proposes to make to the accepted programme

The Contractor submits a revised programme to the Client for acceptance

- within the period for reply after the Client has instructed the Contractor to,
- when the Contractor chooses to and, in any case,
- at no longer interval than the interval stated in the Contract Data from the starting date until Completion of the whole of the works

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.

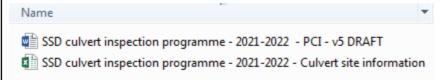
Item	Date by which it will be provided
Vegetation clearance work at identified sites.	Dependent upon the Contractors programme
Where access is known to be problematic and for any jetting/cleaning and dewatering activities the <i>Client</i> will liaise with the appropriate landowners and issue a	Dependent upon the Contractors programme

Notice of Entry where required. For all other sites it's not practical for the <i>Client</i> to seek permissions to access land, due to the number of sites and the multiple locations that may be required to facilitate a survey. The <i>Contractor</i> is therefore expected to seek permissions on the day(s) of the survey from private landowners. The <i>Client</i> will provide an Environment Agency headed covering letter (with <i>Client</i> 's Project Manager contact details) that the <i>Contractor</i> can present if required.	
Service searches are provided for all sites where jetting work is likely.	In PCI, as part of tender pack.

Site Information

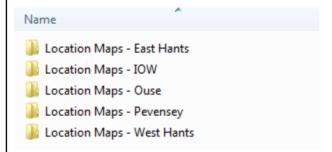
PCI Document (DRAFT) and site specific culvert information:

https://ea.sharefile.com/d-sf09d5c94b8124cf1ba37a88f04f2ed68



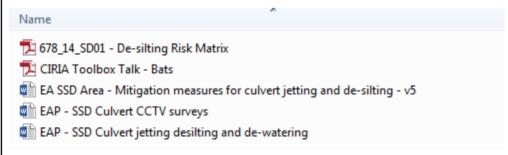
PCI Appendix 1 - Location Maps - Sharefile link:

https://ea.sharefile.com/d-sb4094f3b6481481393361ba79b363fac



PCI Appendix 1 - Environmental Action Plan - Sharefile link:

https://ea.sharefile.com/d-s72f911b1036b451199ce3ce2e774a447



PCI Appendix 1 - FRAP guidance for culvert works - Sharefile link:

https://ea.sharefile.com/d-sdb3b15b0f7f54662bb18b691c479725f

Name
FRAP clarification for culvert cctv inspection jetting and de-watering

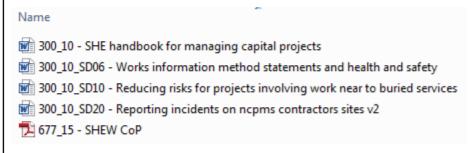
PCI Appendix 1 - ELENs - Sharefile link:

https://ea.sharefile.com/d-s6dcc42d7a53347bd9863b83732442f76

Name 芃 LIT 13835 - ELEN - 024 - High pressure jet in watercourses causes silt pollution 🄁 LIT 13843 - ELEN - 032 - Fish trapped in pump during dewatering for culvert inspection 芃 LIT 14849 - ELEN 56 Reducing water levels during construction PCI Appendix 1 - Previous culvert CCTV reports (where available) - Sharefile link: https://ea.sharefile.com/d-s419d53b6cf704dfc84b5e27bdf748348 Name 📗 CCTV reports - Adur CCTV reports - Arun CCTV reports - East Hants CCTV reports - IOW CCTV reports - Ouse CCTV reports - Pevensey CCTV reports - West Hants PCI Appendix 1 - Services searches (jetting sites only) - Sharefile link: https://ea.sharefile.com/d-s38c1d96234214f7090b81ad5919969f6 Name 🕌 Service searches - 20151 - Steyning Siphon 📗 Service searches - 38313 - Bursledon Bridge Service searches - 127295 - Lower Medina Gurnad Luck Service searches - 146226 MR - Riverside Ind. Est Service searches - 152518 - Calmore Canal 🕌 Service searches - 183293 - Fair Oak Botley Road Service searches - 404697 - Purbrook Sandy Brow Stream 🕌 Service searches - 414631 - Ryde Service searches - 543022 - Hollybrook Stream

Appendix 1 - Standard documents: Sharefile link:

https://ea.sharefile.com/d-s798bbfd7048e46faa9417f18c4e09f6f



Proposed sub-contractors			
	Name and address of proposed subcontractor	Nature and extent of work	
1.	OnSite 89 Blackpole West	Complete Works	
	Blackpole Worcester Worcestershire		
	WR3 8TJ		
	Form of Contract:		
2.			
	Form of Contract:		
3.			
	Form of Contract:		
4.			
	Form of Contract:		