

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Midlands

A contract between

The Environment Agency

And

Breheny Civil Engineering

For

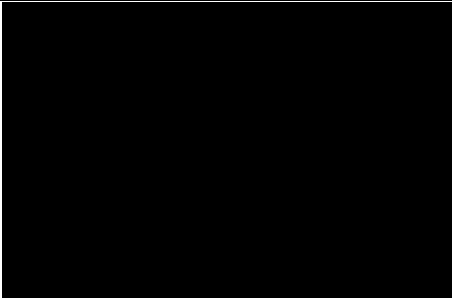

SWWM
Culvert and Confined Space Inspections 2020-21
ENV6002563R

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		
		
Address for electronic communications		
		
The <i>works</i> are	SWWM Culvert and Confined Spaces Inspections (CCTV and Man Entry) for West Midlands	
The <i>site</i> is	Various locations throughout Staffordshire, Warwickshire and West Midlands	
The <i>starting date</i> is	1 st March 2021	
The <i>completion date</i> is	4 th June 2021	
The <i>delay damages</i> are	Nil	Per day
The <i>period</i> for reply is	2	Weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	Nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply?		

The *Adjudicator* is : The Institution of Civil Engineers

In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an *Adjudicator*. The application to the Institution includes a copy of this definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
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Insert a rate only if a rate less than 0.5% per week of delay has been agreed.

For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100000
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum £Nil in respect of every claim without limit to the number of claims	12 years following Completion of the whole of the works or earlier termination

The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers
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The <i>tribunal</i> is	litigation in the courts
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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
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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. The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	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

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Breheny Civil Engineering	
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people rates</i> are		
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> 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 26/01/2021

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

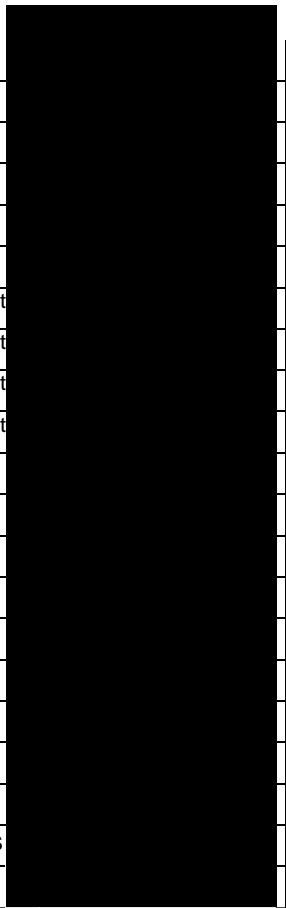
Signature

[REDACTED]

Date 26th February 2021

		Price List			
Item Number	Description	Unit			
1	Pre-Surveys	No			
1a	Production of preconstruction health and safety information	Sum			
1b	Contractor Preliminaries – Project Management and Supervision.	Wks			
2	Completion of Surveys, Provision of Reports, Photographs, Maps, Manhole Surveys, Video, Structural Condition Assessment for each Asset in CD and electronic format (Price per Asset Required)				
System	Asset ID	Asset Sub Type	Method		
Dove Confluence	84856	simple_culvert	CCTV		
Stoke on Trent	182789	simple_culvert	CCTV + NC2 assist		
Newcastle under Lyme	24732	simple_culvert	CCTV + NC3 assist		
Newcastle under Lyme	502871	simple_culvert	CCTV + NC3 assist		
Stone	131405	simple_culvert	CCTV		
Stone	131406	simple_culvert	CCTV + NC3 assist		
Stone	72355	simple_culvert	CCTV		
Burton on Trent	178482	simple_culvert	CCTV + NC3 assist		
Burton on Trent	178486	simple_culvert	No Information sup		
Yarnfield	183290	simple_culvert	CCTV		
Stafford	135786	simple_culvert	CCTV + NC3 assist		
Penkridge	71804	simple_culvert	CCTV		
Black Country	177973	simple_culvert	CCTV + NC2 assist		
Black Country	79267	simple_culvert	CCTV		
Black Country	70265	simple_culvert	CCTV		
Stourbridge & Halesowen	71573	simple_culvert	CCTV		
Stourbridge & Halesowen	57584	simple_culvert	CCTV		
Stourbridge & Halesowen	123789	simple_culvert	CCTV		
Stourbridge & Halesowen	181621	simple_culvert	CCTV		
Stourbridge & Halesowen	168732	simple_culvert	CCTV		
Lower Oldbury Arm	144587	simple_culvert	CCTV		
Upper Oldbury Arm	143102	simple_culvert	CCTV		
Upper Oldbury Arm	39444	simple_culvert	CCTV		
Upper Oldbury Arm	102392	simple_culvert	CCTV		
Upper Oldbury Arm	102393	simple_culvert	CCTV		
Sutton Coldfield	63374	simple_culvert	CCTV		

Ashby	125496	simple_culvert	CCTV + Add van
Nuneaton	175442	simple_culvert	CCTV
Elford	116578	simple_culvert	CCTV
Bourn Brook	7460	simple_culvert	CCTV
Bourn Brook	171022	simple_culvert	CCTV
Lower Rea	33922	simple_culvert	CCTV + NC3 + Davit
Lower Rea	127967	simple_culvert	CCTV + NC3 + Davit
Lower Rea	172478	simple_culvert	CCTV + NC3 + Davit
Lower Rea	174111	simple_culvert	CCTV + NC3 + Davit
Cole Tribs	174302	simple_culvert	CCTV
Cole Tribs	388154	simple_culvert	CCTV
Solihull	159896	simple_culvert	CCTV
Leamington	24748	simple_culvert	CCTV
Leamington	24423	simple_culvert	CCTV
Leamington	51034	simple_culvert	CCTV
Warwick	24417	simple_culvert	CCTV
Warwick	185352	simple_culvert	CCTV
Warwick	39222	simple_culvert	CCTV
Long Itchington	213194	Outfall	No Information s



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

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

- There is a need to undertake CCTV inspections of culverted watercourses and confined space assets within the Staffordshire, Warwickshire and West Midlands area (SWWM) as part of the asset inspection programme that grades defences and structures on Main Rivers for inputting into AIMS. The visual inspection of these assets requires specialist equipment and the appropriate confined spaces trained personnel. These asset surveys will be used to identify any potential structural defects/debris/silt issues that could compromise the culvert and contribute towards potential flooding.
- 50 assets have been identified as requiring inspection in the current financial year. Additional survey requirements may be identified subsequently (not identified at the start of the financial year) due to reported issues/emergency works but this would be communicated to the *Contractor* at the earliest opportunity.
- Pre-survey Walkovers will be completed by the *Contractor* prior to the inspection programme starting. This is to allow risks to be identified and discussed.
- Pre-survey reports will be provided to the Client following walkovers.
- Regular monthly programme meetings will be held with the Client and with the *Contractor* to discuss progress against programme and spend.
- Pre-survey and survey report examples will be supplied to the *Contractor* to identify required information/output for each survey.
- This programme of work requires the contractor to submit 2 CD copies of the completed survey reports to the Client via postal service/delivery upon completion of each survey and upload 1 copy of the survey report electronically to eg. Sharefile
- The *Contractor* shall undertake the works in accordance with the specification, Appendix A1 – Lot 1 Specification Supplementary Clauses, Supplementary Clauses to CESWI 7th Ed and Appendix A1a Specification Supplementary Clauses for Culvert Works

The pre-survey of each of the assets listed shall include but not limited to:

- Culvert or outfall location
- Access and egress points inc. restrictions and access/egress plan
- Risk categorisation of culvert
- Details of adjacent land use
- Equipment requirements
- Hazards identified from CCTV or other data e.g. culvert dimensions and shape, slope, steps, depth of flow, etc
- Location of upstream reservoirs of significant discharge points
- Contaminated land – historic use
- Details of silt/sediment contamination testing
- Rescue plan
- Location of hospitals and emergency contact details (e.g. fire stations)
- Where a recent pre-survey is available the *Contractor* is required to confirm if this is sufficient or if a further pre-survey is required and priced accordingly

The *Contractor* shall undertake a survey of the listed assets such that their condition and any issues with structure or conveyance can be confirmed (T98)

All CCTV Inspections are to be undertaken in accordance with the 'Manual of Sewer Condition Classification (5th Edition)'

- All man entry inspections are to be undertaken in accordance with the Confined Space Regulations 1997
- Capability of undertaking both CCTV and Man-Entry Inspections of culverts must be demonstrated in all instances, for *Contractor*, *Principal Contractor* and Sub-Contractor as required
 - Operatives undertaking both inspection and reporting types must be fully trained and qualified in their correct use. Man entry personal must be certified in vertical and traverse entry , as well as holding a certificate in first aid. All output reports are to be both in written and electronic copy.
- Access to land and communication with the local community is expected to be managed by the *Contractor*.

Following each inspection The *Contractor* shall produce a detailed survey report for each site to include the following details:

- photographs of inlet, outlet, manholes (including location & chamber/shaft) & culvert interior.
- Invert, soffit levels to be taken at outlet, inlet and each manhole where possible.
- video footage of culvert – to include full meterage (where possible) & full 360° span of culvert at approximately every 10m in length unless going around a sharp bend which will require a new 360° span of culvert.
- Video footage of outfall pipework – to include full meterage (where possible) & full 360° span of pipework at approximately every 10m in length unless going around a sharp bend which will require a new 360° span of the pipework
- report to include culvert dimensions, invert level, material and note any changes within the report.
- report to also include water level depth and any changes to this throughout the report.
- Report to include any operational issues associated with the outfall, eg. flap missing etc.
- highlight any potential issues (such as structural or debris etc.) within the report & capture on
- video/photographic evidence where possible.
- Detailed manhole cards/location information to be recorded for all assets

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
Asset List		
Asset Maps		
Existing surveys where available		

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Civil Engineering Specification for the Water Industry	7 th Edition	Yes
Lot 1 Specification Supplementary clauses	V1	Yes
Lot 1 Specification Supplementary clauses for culvert works	V1	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 following assets shall be surveyed as a priority:

Area	Suspected Method	Asset ID
Stone	CCTV	72355
Black Country	CCTV	70265
Stourbridge & Halesowen	CCTV	168732
Bourn Brook	CCTV	7460

Access constraints may apply at certain sites. This would be identified at pre-survey stage

If de-watering is required to complete the surveys (identified at Pre-survey Stage) this will require additional project planning following consultation with the *Client*.

The *Contractor* is responsible for ensuring adequate Health and Safety arrangements are in place for the works and that identified environmental constraints are managed. The *Client* reserves the right to assess the suitability and adequacy of risk management plans prior to works starting on site.

The *Contractor* is responsible for ensuring that all working areas are clearly identified and adequate measures are taken to protect members of the public whilst the works are in progress, but the *Client* reserves the right to review risk management plans

The *Contractor* is responsible for providing the appropriate Personal Protective Equipment for the task being undertaken

The *Contractor* is responsible for providing the appropriate plant, machinery, equipment and tools for the works being undertaken

The site must be left in a safe, clean and tidy condition upon completion of 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 by which all reports will have been submitted to 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
The Client will provide the Incident Hotline number to the Contractor to be used in the event any pollution or environmental incidents are identified on the site. Such incidents are not to be rectified by the Contractor	
7. Site Information	
<ul style="list-style-type: none"> Terry Ford will provide an overall list of the assets to be surveyed within this program of works, split by system number & individual asset ID's. Existing site information in the form of location maps will be provided. No previous survey data exists for these assets. 	

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:	