

# NEC4 Engineering and Construction

## Short Contract

FCRM Operational Framework – SE Hub

A contract between

The Environment Agency

██████████  
██████████  
██████  
██████████

And

Breheny Civil Engineering Ltd

For

Islip bund repairs, Installation of new kiosk, steps, solar panel and associated ducting. The removal of all 240v equipment from the Hydrometry and Telemetry Kiosk. Full decommission of Weir control panel.

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	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	The removal and disposal of the existing H&T kiosk and installation of new to include Steps, Solar panel and associated ducting. The installation of 3x3m of Kee Klamp or equivalent fencing to act as a fall from height barrier. To remove old stilling well. Bund repairs, full decommission of the weir control panel and kiosk.	
The <i>site</i> is	Land between Islip weir structure and [REDACTED] NGR for centre point (approx.) of work site is [REDACTED] (See site map in PCI document)	
The <i>starting date</i> is	01 November 2020	
The <i>completion date</i> is	31 March 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	104	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) <b>does</b> apply		
The <i>Adjudicator</i> 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 <i>Adjudicator</i> . 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	0.5	% per complete week of delay.
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	£100,000	
The <i>Client</i> provides this insurance	None	
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 £1,000,000 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions		

<b>Additional conditions:</b>	
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 <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"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
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.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
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 *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 £96,076.00

**Enter the total of the Prices from the Price List.**

Signed on behalf of the *Contractor*

Name [REDACTED]

Position EA SE Framework Manager

Signature [REDACTED]

Date 02.11.2020

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

Signed on behalf of the *Client*

Name [REDACTED]

Position [REDACTED]

Signature [REDACTED]

Date 02/11/2020

# Price List

Item Number	Description	Unit	Quantity	Rate	Price
1	Prepare, submit and obtain all required environmental permits, licences and approvals required to deliver the works	Sum			██████
2	GPR Survey	Sum			██████
3	Vegetation Clearance	Sum			██████
4	Mobilisation and establishment of works	Sum			██████
5	New H and T Kiosk and Steps	Sum			██████
6	Removal of all redundant electrical equipment in the H and T kiosk	Sum			██████
7	Installation of 3mx3m Kee Klamp or equivalent Fence	Sum			██████
8	Removal of old stilling well	Sum			██████
9	Supply and installation of 7.5m of 50mm duct	Sum			██████
10	Supply and installation of 5m of 20mm duct	Sum			██████
11	Design and build solution to restore bund height and width including crest footpath.	Sum			██████
12	Fully decommission and disposal of weir control panel and kiosk	Sum			██████
13	Demobilisation	Sum			██████
14	Health and Safety Files	Sum			██████
15	Waste management and disposal	Sum			██████
<b>The total of the Prices</b>					██████

The method and rules used to compile the Price List are

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

# Scope

## 1. Description of the works

The *Contractor* is to undertake bund repairs at Islip Weir, together with installation of new kiosk, steps, solar panel and associated ducting, as detailed below in the Scope. The works also include removal of all 240v equipment from the Hydrometry and Telemetry Kiosk, and full decommission of weir control panel and kiosk.

In delivering the *works*, the *Contractor* shall be responsible for

### The H and T elements of the works are as follows:

- The removal and disposal of the existing telemetry kiosk
- The removal and disposal of all electrical installation within the H and T cabinet
- The installation of a new H and T kiosk as specified in drawing (Islip REV A)
- H&T operatives will disconnect and remove all H&T apparatus from the kiosk. Contractor to remove remaining mains electrical equipment and remove and dispose of the kiosk. Contractor to supply and install a new kiosk as per specifications. H&T operatives will install and connect new apparatus within new raised kiosk
- The Installation of all associated ducts. 50mm duct to run along the weir walk way at the base of the hand railing to the ultrasonic radar unit located at the mid span. 20mm duct to be connected to the solar panel pole to take the cable from the panel into the kiosk.
- The installation of solar panel bracket as supplied by the EA
- Solar panel output to be 40 Watts. The *Client* will supply the solar panel.
- The installation of 3mx3m Kee Klamp or equivalent fall from height fencing. Key Klamp or equivalent fence to be installed to prevent falls from height from the concrete plinth.
- The removal and disposal of the existing stilling well

### Operations elements of the works are as follows:

- Fully decommission the weir control panel within the kiosk located adjacent to the weir. All electrical equipment within the kiosk to be removed and disposal off site according to WEEE regulations 2013. Following the removal of all electrical equipment from the kiosk, the kiosk itself to be removed and disposal off site.
- Design and build a solution to restore the designed crest level along the bund alignment to 58.90mAoD. The bund crest width to be restored to 1500mm along the length of the bund. The Bund profile to include slopes at 2:1 as originally designed. A crest footpath (500mm wide) is to be incorporated into the design and be suitable for pedestrian traffic. The *Contractor* must ensure that an effective method is adopted to tie in imported materials to the existing bund structure. Imported material to be suitable to allow good swards of grass to establish on the bund. The design is to withstand full impoundment up to crest level and total inundation for long durations up to 4 weeks.
- Minor vegetation clearance is required along the boundary fence line to gain sufficient space for pedestrian to safely walk through the site. Vegetation includes long grass, nettles and brambles and other similar vegetation. Area to be cleared is 1m wide along the length of the 90m (approx) site.
- Small tree located on the bund slope (Cherwell side) to be removed.

### The following scope information applies to both H&T and Operations elements of the project

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

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

The *Contractor* is to prepare, for the *Client's* acceptance, the Environmental Action Plan (EAP) prior to starting the *works*

The *Contractor* is to cost for all preliminary activities and supervision including welfare, site accommodation etc. The *Contractor* must prepare a detailed Construction Phase Plan (CPP) in accordance with the SHEW Code of Practice and any other information critical to be produced and accepted by the *Client* before commencement

on site. Note: A suitably developed Construction Phase Plan must be issued for approval not less than 10 days prior to planned mobilisation. Please refer to the Pre-Construction Information (PCI) .

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 the current Waste Management Regulations.

The *Contractor* must submit a programme with the *Contractor's* Offer for acceptance.

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

The *Contractor* will carry out detailed design and submit drawings of the proposed works to the *Client* for approval with at least 10 days allowed in the programme for review.

The *Contractor* must accept any risk surrounding likely damage caused by his method of working for all works. A detailed photographic record of access routes including along Mill Street and all working areas must be carried out by the *Contractor* prior to works commencing on site and provided to the *Client*.

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).

The footpath is required to remain open to the public for the duration of the works.

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
1	1	Islip REV A

## 3. Specifications

Title	Date or Revision	Tick if publicly available
SHEW CoP	May 2018	Framework contractor should have a copy

## 4. Constraints on how the Contractor Provides 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.

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*

Access to the weir is required at all times for EA staff to operate weir gates when required.

Pedestrian footpath must remain open for the duration of the works. Footpath is not classed as a public right of way and does not require a TTRO to divert the footpath.

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

Due to the proximity to residential housing, noise levels shall be monitored and kept to a minimum whenever possible.

### Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (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

The *Contractor* must submit a programme with the *Contractor's Offer* for acceptance. The *Contractor* must show on each programme submitted for acceptance (in form of a Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed equipment and labour resources) the following:

- a) Period required for mobilisation/planning and post contract award
- b) Design activities
- c) Contract starting date
- d) Construction starting date
- e) Each of the activities listed within the Price List/Scope
- f) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents e.g. FRAP/waste permits;
- g) Completion date
- h) Anything required from the *Client*

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*

Item	Date by which it will be provided
Topo survey Aug 2020	Within tender pack
Bund construction detail - ENG20832-03	Within tender pack
General arrangement - ENG20832-02	Within tender pack
Pre-Construction Information	Within tender pack

# Site Information

The Pre-Construction Information (PCI) contains relevant site information.

The bund is located on Church Commissioners land. EA estates have issued a notice of entry for the duration of the required works.

Mains power to weir control panel and H&T kiosks will be permanently disconnected by SSE prior to construction phase commencing. Written confirmation of the disconnection will be received from SSE.

Access to the site is via a locked gate (16b) off Mill street, Islip. Mill street is a narrow street with parked cars along its alignment. Mill street is a no through road therefore is not a busy section of road.

The footpath between the weir structures is not a designated right of way. The footpath is required to remain open during the works.

The ground/track adjacent to the bund is made up of firm loose aggregates. The bund surface is made up of grass covered topsoil and may become soft following persistent rain.

The work site including surrounding area is liable to flooding. Plans are required to withdraw plant/equipment to high ground near the access gate if flooding is forecast. Contractor should sign up to the EA schedule of works to receive flood warnings.

# 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:	