

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Lot 1

Contract number - 29596

A contract between

The Environment Agency

Horizon House

Deanery Road

Bristol

BS1 5AH

And

For

Burnham on Sea Concrete and Joint Repairs

Contract Forms

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Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	[REDACTED] Rivers House, East Quay, Bridgwater, Somerset, TA64YS	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	90 in number expansion joint & concrete step repairs and 1 stainless steel tubular handrail repairs.	
The <i>site</i> is	Burnham on Sea tidal defence Yacht Club ST3020248007 to Maddocks Slade ST3034249670	
The <i>starting date</i> is	To be determined by the successful contractors programme but no earlier than 1 September 2020	
The <i>completion date</i> is	To be determined by the successful contractors programme but no later than 31 March 2021	
The <i>delay damages</i> are	Not applicable	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 <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 *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.
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	£100k	
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	£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</i> nominating body 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	
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	<p>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.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
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	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <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.
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.

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Bridge Civil Engineering Ltd	
Address for communications	Silverton House, Chudleigh, Devon, TQ130DF	
Address for electronic communications	enquiries@bridgecivileng.co.uk	
The fee percentage is	AS Per SWHub	%
The people rates are	AS Per SWHub	
category of person	Unit	rate
The published list of Equipment is		AS Per SWHub
The percentage for adjustment for Equipment is		AS Per SWHub

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 £ 198,418.00

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Director

Signature

Date

30/06/2020

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

Signed on behalf of the *Client*

Name

Position

Senior Category 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.

Item Number	Description	Unit	Quantity	Rate	Price
X1	Project Management & Preliminaries	wks	9		
X2	Extraordinary Risk and Costs for additional H&S and Hygiene measures associated with Covid 19 (These to be separated from overall price and agreed for each project as per National Framework Management Instructions)				
1	Construction joint cleaning and preparation per m (Average length 13.0m)	Per Joint	90*13= 1170m		
2	Application of new backing board and joint expansion filler per joint	Per Joint	1170m		
3	Cleaning and preparation of longitudinal construction joint 1300m.	Per 1300m run	1300m		
4	Application of new backing board and joint expansion filler of longitudinal construction joint 1300m.	Per 1300m run	1300m		

5	Concrete repairs to damaged steps to include preparation and application of repair material. DEPTH Not Exceeding 25mm				
	A2 Up to 0.010m ²	Per repair	20		
	A3 0.010m ² to 0.050m ²	Per repair	20		
	A4 0.050m ² to 0.100m ²	Per repair	20		
	DEPTH 25mm to 50mm				
	B2 Up to 0.010m ²	Per repair	20		
	B3 0.010m ² to 0.050m ²	Per repair	20		
	B4 0.050m ² to 0.100m ²	Per repair	20		
	DEPTH 50mm to 75mm				
	C2 Up to 0.010m ²	Per repair	20		
	C3 0.010m ² to 0.050m ²	Per repair	20		
	C4 0.050m ² to 0.100m ²	Per repair	20		
6	Site set up including welfare, compound, signage and security	1 task	1		
7	Waste disposal costs	1 task	1		
8	Removal, repair or replacement of the stainless steel tubular hand railing at the access ramp adjacent to the pier. (18 m)	1 task	18m		
9	Repairs to concrete damage at access ramp, including preparation	1 task	1		
10	Pre and post photographic record of complete works	1 task	1		
11	Create a health and safety file with all relevant information including but not limited to accurate as built drawings, method statements and materials information. This must be certified by the <i>Client</i> before being considered complete. This must be provided to the <i>Client's</i> satisfaction within 4 months of the completion of the construction works on site.	1 task	1		

12	Excavation of sand to expose lower Joint at very bottom of steps.	location	10	
The total of the Prices				£ 198,418.00

The method and rules used to compile the Price List are

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

Scope

The *Contractor* shall repair all elements of the damaged concrete steps, replace expansion joint material and repairs to the tubular stainless steel hand rail at the access ramp adjacent to pier:

1. The *Contractor* will source the correct solution for the concrete repairs and the most suitable material for the joint repair for a coastal environment. The proposed solution for repair will be submitted to the project manager/client for approval during the contract award stage of the project.
2. The *works* start at the Northern end of the defences at Maddocks Slade to the Yacht Club boat ramp at the Southern end of the defences, approximately 1.3km.
3. Pre-works photo of each repair location and a post works photo will be taken by the *Contractor*. This will be supplied to the *Client* in one report for our records.
4. The *Contractor* will repair the tubular handrail at the access ramp adjacent to the pier and any damaged concrete elements.
5. It is estimated that there are 90 construction joints for repair running from the wave return wall to the beach and the 1300m longitudinal joint running the length of the working area.

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.

All reference to the works are the concrete and stainless steel elements of the tidal defence and ironmongery on the coastal side of the structure. No works are expected to the vertical wave return walls or other elements on the landward side.

The *Contractor* will source the correct solution for the concrete repairs and the most suitable material for the joint repair for a coastal environment. The proposed solution for repair will be submitted to the project manager/client for approval during the contract award stage of the project.

Repair works are required to the following known defects:-

1. Removal of existing joint fill material and the preparation for the new fill material at 90 locations between the yacht club and Maddocks Slade.
2. Preparation and repair to the damaged concrete elements of the steps at 90 locations between the yacht club and Maddocks Slade.
3. Removal, repair and replacement of the stainless steel tubular hand railing at the access ramp adjacent to the pier.
4. Health & Safety File-see price list note.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
W/92/98	As constructed	Burnham on Sea-Phase 1 Typical expansion joint detail
29/Z	A	Burnham on Sea-Phase 3 Construction Details
35/Z	A	Burnham on Sea-Phase 3 Typical expansion joint detail
21/Z	As constructed	Burnham on Sea-Phase 2 Typical expansion joint detail
W/92/96	Not Shown	Burnham on Sea Phase 1 Sea wall construction

3. Specifications

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	No
BS EN 1504-3: 2005: <i>Structural and non-structural repair</i>		

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

CPP

The *Contractor* is to prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP).

RAMS

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.

Competence

The *Contractor* is to ensure the competence of staff involved in the project and will supply evidence of training and certification to the *Client*.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday) and as tidal conditions allow. Works will be within the tidal range; therefore, works will be programmed during suitable tidal conditions.

Working Areas

It is expected that the working area will be transient due to the length of the works and the expansion joint intervals of 10m. Public safety/security fencing, plant, repair materials and waste generated from the works will have to be removed from site at the end of each working day.

Environmental

The *Contractor* shall mitigate the risk of concrete/resin getting into the environment. This is from both breaking out and using wet concrete/grout for the repair.

Public Safety

The areas for repair are the main access points to the beach and therefore timings of the *works* will be out of high peak periods. The *Contractor* shall protect the public from entering working areas.

Severn Estuary SPA

The *works* will be programmed so that no activity takes place in this area 2 hours before and after high tide.

5. Requirements for the programme

The *Contractor* shall provide a programme of works to the *Client* and the *Contractor* will update the programme every two weeks.

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which he submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

6. Services and other things provided by the *Client*

Item	Date by which it will be provided
N/A	N/A
<h2>Site Information</h2>	
Tidal Conditions Please see PCI in Appendix C and other supporting documents in Appendix's A,B & C	
Environmental The coastal area is a designated Site of Special Scientific Interest, Special Area of Conservation, Special Protected Area and a RAMSAR Site. (See designation plan in folder.)	
Access Access to the sites is via the pedestrian access points and ramps to the beach. The adjacent beach areas to the works are very soft and there is a history of poor ground conditions which can vary with each tide. (See access point location plan in folder)	

Proposed sub-contractors		
	Name and address of proposed subcontractor	Nature and extent of work
1.	South West Concrete Repairs, Plympton, Plymouth Devon Form of Contract: NEC	Specialist Concrete Repairs and Sealant Works
2.	Form of Contract:	

3.	Form of Contract:	
4.	Form of Contract:	