NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Northern Hub

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	**Breheny Civil Engineering Ltd** **Flordon Road** **Creeting St Mary** **Needham Market** **Suffolk** **IP6 8NH**
For	**The North West CCTV Culvert Inspection & Cleansing Programme 2021-2023**
	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 *Client* is	
Name	Environment Agency	
Address for communications	[redacted]	
Address for electronic communications	[redacted]	
The *works* are	CCTV Culvert Inspection & Cleansing Programme for C&L and GMMC	
The *site* is	Various locations across the North West geographic region	
The *starting date* is	1st April 2021	
The *completion date* is	5th May 2021	
The *delay damages* are	[redacted]	Per day
The *period* for reply is	[redacted]	weeks
The *defects date* is	[redacted]	weeks after Completion

The *defects correction period* is	[redacted]	weeks
The *assessment day* is	the last working day	of each month
The *retention* is		%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does** apply		
The *Adjudicator* 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	[redacted] % 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 *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to	[redacted]
The *Client* provides this insurance	[redacted]

Insurance Table

Event	**Cover**	**Cover provided until**
Loss of or damage to the *works*	[redacted]	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials		The defects Certificate has been issued
The *Contractor's* 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 *Contractor*) arising from or in connection with the *Contractor's* Providing the Works	[redacted]	
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		
Failure of the *Contractor* to use the skill and care normally used by professionals providing works similar to the works		6 years following Completion of the whole of the works or earlier termination

The *Adjudicator nominating body* is	The Institution of Civil Engineers
The *tribunal* is	litigation in the courts

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
Z1.1	The *Contractor* submits the name of each proposed subcontractor to the *Client* for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed subcontractor until the *Client* 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 *Client* 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 *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* 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 *Client* 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 *Client* but is not warranted correct. The *Contractor* 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 *Contractor* 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 *Contractor* 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 *Client's* 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* Contract Data

	The *Contractor* is	
Name	Breheny Civil Engineering Ltd	
Address for communications	[redacted]	
Address for electronic communications		
The *fee* percentage is	[redacted]	%
The *people rates* are	[redacted]	
category of person	unit	rate
Contracts Manager	Hr	[redacted]
Quantity Surveyor	Hr	
General Foreman	Hr	
The *published list of Equipment* is		[redacted]
The *percentage for adjustment for Equipment* is		[redacted]

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 Contracts Manager

Signature [redacted]

Date 16/04/2021

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

Signed on behalf of the *Client*

Name [redacted]

Position [redacted]

Signature [redacted]

Date 21st April 2021

Price List

For each site listed please price **as a minimum** Contract Management costs, pre-works walkthrough and provision of electronic report, provision of necessary survey team (if required), Provision of electronic CCTV survey report (if required). Silt samples and waste removal & disposal items have also been added to the identified cleansing works below. Until a silt sample has been taken (post-contract award) and the waste classified, please price for this tender exercise based on the info specified below. **Further items may be identified and subsequently priced during the tender. If this is the case, please provide each item on an additional line so that we can see a full breakdown of costs.**

Item Number	Description	Unit	Quantity	Rate	Price
C&L 1	**River Hyndburn**				
	Contract Management				
	Pre-works Walkthrough and provision of electronic report				
	Provision of necessary survey team to enable production of CCTV survey if assessed as required following pre-works walkthrough				
	Provision of electronic CCTV survey report, if assessed as required following Pre-works walkthrough				
C&L 2	**Pendleton / Mearley Brook**				
	Contract Management				
	Pre-works Walkthrough and provision of electronic report				
	Provision of necessary survey team to enable production of CCTV survey if assessed as required following pre-works walkthrough				
	Provision of electronic CCTV survey report, if assessed as required following Pre-works walkthrough				
C&L 3	**River Mead Dyke (Head Drain)**				
	Contract Management				
	Pre-works Walkthrough and provision of electronic report				
	Provision of necessary survey team to enable production of CCTV survey if assessed as required following pre-works walkthrough				
	Provision of electronic CCTV survey report, if assessed as				

	required following Pre-works walkthrough	[redacted]
C&L 4	**Whinney Brook**	
	Contract Management	
	Pre-works Walkthrough and provision of electronic report	
	Provision of necessary survey team to enable production of CCTV survey if assessed as required following pre-works walkthrough	
	Provision of electronic CCTV survey report, if assessed as required following Pre-works walkthrough	
C&L 5	**Hendon Brook**	
	Contract Management	
	Pre-works Walkthrough and provision of electronic report	
	Provision of necessary survey team to enable production of CCTV survey if assessed as required following pre-works walkthrough	
	Provision of electronic CCTV survey report, if assessed as required following Pre-works walkthrough	
C&L 6	**River Douglas**	
	Contract Management	
	Pre-works Walkthrough and provision of electronic report	
	Provision of necessary survey team to enable production of CCTV survey if assessed as required following pre-works walkthrough	
	Provision of electronic CCTV survey report, if assessed as required following Pre-works walkthrough	
GMMC 1	**Caldershaw 125401**	
	Contract Management	
	Pre-works Walkthrough and provision of electronic report	
	Provision of necessary survey team to enable production of CCTV survey if assessed as required following pre-works walkthrough	
	Provision of electronic CCTV survey report, if assessed as required following Pre-works walkthrough	
GMMC 2	**Finchetts 390333**	
	Contract Management	

	Pre-works Walkthrough and provision of electronic report	[redacted]
	Provision of necessary survey team to enable production of CCTV survey if assessed as required following pre-works walkthrough	
	Provision of electronic CCTV survey report, if assessed as required following Pre-works walkthrough	
GMMC 3	**Hempshaw 106829**	
	Contract Management	
	Pre-works Walkthrough and provision of electronic report	
	Provision of necessary survey team to enable production of CCTV survey if assessed as required following pre-works walkthrough	
	Provision of electronic CCTV survey report, if assessed as required following Pre-works walkthrough	
GMMC 4	**Irwell Basin 394770**	
	Contract Management	
	Pre-works Walkthrough and provision of electronic report	
	Provision of necessary survey team to enable production of CCTV survey if assessed as required following pre-works walkthrough	
	Provision of electronic CCTV survey report, if assessed as required following Pre-works walkthrough	
GMMC 5	**River Lea 60058**	
	Contract Management	
	Pre-works Walkthrough and provision of electronic report	
	Provision of necessary survey team to enable production of CCTV survey if assessed as required following pre-works walkthrough	
	Provision of electronic CCTV survey report, if assessed as required following Pre-works walkthrough	
GMMC 6	**Carr Ditch 155493 Root removal**	
	Contract Management	
	Pre-works Walkthrough and provision of electronic report	

	Provision of necessary survey team to enable production of CCTV survey if assessed as required following pre-works walkthrough	[redacted]			
	Provision of electronic CCTV survey report, if assessed as required following Pre-works walkthrough				
	Silt sample and analysis per sample per site				
	Root removal and jetting prior to CCTV survey				
			The total of the Prices	[redacted]	
	Please provide rates for the following additional items				
1	CCTV Gang - Overtime – Monday to Friday 5pm-8am	Hr	Rate Only	[redacted]	
2	CCTV Gang - Overtime – Saturday to Sunday 8am-5pm	Hr	Rate Only		
3	CCTV Gang - Overtime – Saturday to Sunday 5pm-8am	Hr	Rate Only		
4	CCTV Gang - Overtime – Bank Holiday 8am-5pm	Hr	Rate Only		
5	CCTV Gang - Overtime – Bank Holiday 5pm-8am	Hr	Rate Only		
6	Jetting Gang - Overtime – Monday to Friday 5pm-8am	Hr	Rate Only		
7	Jetting Gang - Overtime – Saturday to Sunday 8am-5pm	Hr	Rate Only		
8	Jetting Gang - Overtime – Saturday to Sunday 5pm-8am	Hr	Rate Only		
9	Jetting Gang - Overtime – Bank Holiday 8am-5pm	Hr	Rate Only		
10	Jetting Gang - Overtime – Bank Holiday 5pm-8am	Hr	Rate Only		
11	Track Mats	Item			
12	Sonar Surveying	Day			

13	Breakdown of how additional charges would apply for any CDM related works CDM Related Works Production of CPP and Site Specific RAMS Contract Management Time [redacted] CDM Related Works Time Related Costs Based on the above the total Management cost for a CDM related scheme with a duration of 4 days. [redacted]	Item Each Hr/Day	[redacted]		

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

- There is a need to undertake CCTV inspections of culverted watercourses across the North West geographic region as part of the asset inspection programme that grades defences and structures on Main Rivers for

inputting into AIMS. The visual inspection of these culverted watercourses requires specialised equipment and the appropriate confined spaces trained personal.

- There are initially 6 sites in C&L & 6 in GMMC that make up this contract. These works must be completed this financial year (prior to the end of March 2022). Subject to approval and satisfactory performance, further works will be added as compensation events under this contract. There are approximately a further 14 watercourses in C&L and 34 in GMMC that make up the remainder of the 2021/22 programme (some may require pre-cleansing). We expect the 2022/23 Programmes to follow the same pattern; however, this is subject to allocated Revenue funding.
- [redacted]ll be the lead contact for this contract; however, any site / area specific communications should be made directly to [redacted]
- The *Contractor* will undertake a Pre-works walkthrough prior to the programme starting. Involves co-ordinating a site meeting with the *Client* to review a section of works, to jointly review the most practical way of delivering the works and the most appropriate resources. To also agree the suite of pre-works investigation required to safely deliver the works including a pre-works photographic survey in a pdf format.
- It is up to the *Contractor* to establish if a full CCTV survey is required or if the condition of the assets can be assessed during the pre-walkthrough investigation.
- The *Contractor* will provide Pre-survey reports to the *Client within **2 weeks** of each walkover being completed on site.*
- Where it is agreed with the *Client* that CCTV works are necessary, the *Contractor* will submit a Compensation Event to the contract. Not all walkover surveys will lead to CCTV survey work being required.
- Dependent upon the works specified & method to be adopted, permission may need to be sought from the Fisheries, Biodiversity & Geomorphology (FBG) Team and other designations / restrictions may apply such as SSSI's. As such, specific working windows may be applied to the works. No works are to proceed without authorisation from the *Client*.
- For any sites where CDM Regulations apply, the Contractor must submit any relevant paperwork to the CDM duty holders within **2 weeks** from receiving approval for the works to proceed from the Client.
- CCTV surveys must identify any potential structural defects/debris/silt issues that could compromise the culvert and contribute towards potential flooding.
- There is the possibility that additional CCTV Surveys may be required (not identified at the start of the financial year) due to reported issues/emergency works but this would be communicated at the earliest opportunity.
- Regular monthly programme meeting with *Contractor* and Project Manager to discuss progress against programme and spend. An updated programme with scheduled dates against each job will be supplied to the Project Manager on a monthly basis. Each week, the Contractor must supply the Client with an update of where works are due to take place the following week.
- Each work instruction within this programme of works will be issued by the *Client* to the *Contractor* via email until the Aims Asset Planning Portal is operational.
- This programme of work requires the Contractor to submit the survey reports electronically to the Project Manager via CD / sharefile system. The surveys must be issued to the Client within ***2 weeks*** of survey completion.

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* shall undertake a pre-survey walkover to produce a pre-survey report and estimate for each site visited at tender stage (using the framework rates and additional items listed in the price list above). The same is required for any additional works (compensation events) that are applied to this contract.
- Once approved by the *EA Client*, the works will be issued to the *Contractor* as "contracts" through the asset planning portal (AIMS:Planning). This is currently offline so approval for commencement of works will be from EA Client to contractor via email until this is operational.

- The *Contractor* shall undertake CCTV inspections of the culverts identified and agreed by the *Client* (including pre-cleansing works if required).

- The *Contractor* shall produce a detailed survey report to include the details outlined below. An example CCTV report has been provided for your information.

  - photographs of inlet, outlet, manholes (including location & chamber/shaft) & culvert interior. Also include arrow cards next to each manhole so the Client is able to determine angles of all incoming / outgoing pipes.
  - Invert, soffit levels to be taken at outlet, inlet and each manhole where possible.
  - video footage where entry into culvert – 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.
  - report to include culvert dimensions, material and note any changes within the report.
  - report to also include water level depth and any changes to this throughout the report.
  - 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.
  - Accompanying map showing the location of the culvert, inlet, outlet and manholes (including GPS data for each manhole and headwall). Sections that have been un-surveyed must be colour coded differently on the plan.

- The *Contractor* shall submit the survey reports electronically to the Project Manager via CD / sharefile system upon completion of each survey.

- Further cleansing works as instructed by the *Client* with photographic evidence that silt/debris has been removed is to be provided upon completion.

- The *Contractor* shall supply the *Client* with Final costings sheets upon work completion (prior to Invoicing).

For the 12 sites selected as part of the tender exercise, the above scope information applies. The site-specific requirements are set out below. Detailed maps & hostile site information (where applicable) will be provided for each site listed below, along with previous survey reports.

C&L:

- Survey to establish any defects / condition grade for the sites listed below. Appropriate survey method to be confirmed during pre-survey investigations.

  - River Hyndburn - Accrington
  - Pendleton / Mearley Brook - Clitheroe
  - River Mead Dyke (Head Drain) - Garstang
  - Whinney Brook - Maghull
  - Hendon Brook - Nelson
  - River Douglas - Wigan

GMMC:

- Survey to establish any defects / condition grade for the sites listed below. Appropriate survey method and entry requirements to be confirmed during pre-survey investigations. Previous reports and maps will be provided for the sites listed below.

  - Caldershaw 125401
  - Finchetts 390333
  - Hempshaw 106829
  - Irwell Basin 394770
  - River Lea 60058

- The following site also requires root removal and Jetting to enable CCTV Inspection
- Carr Ditch 155493

2. Drawings

List the drawings that apply to the contract.

See Appendix B List of additional drawings and information

Drawing Number	Revision	Title

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

Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	Yes
Appendix A2 to the Framework Deed of Agreement Section 6 – Lot 2 Specification	V1 September 2017	No
FCRM Asset Maintenance Standards	2013	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*.

- Access constraints may apply at certain sites e.g. landowner / tide times. This would be identified at the pre-survey stage.
- Further restrictions may apply around designations (e.g SSSI, AONB). These would be identified at the pre-survey stage
- Consent / approval may be required for certain works or at particular locations (such as Natural England, EA FBG Team etc.) – this would be reviewed on a site-by-site basis prior to any works commencing on site.
- Security clearance may be required at certain sites for access and working arrangements.
- The *Contractor* will be responsible for making site access arrangements with landowners at pre-survey stage. Where the Contractor is unable to identify the landowner, the Project Manager shall be advised and the *Client* will contact the landowner.
- The *Contractor* shall not commence any work on the site until the *Client* has accepted the method statements and risk assessments related to this contract.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday) unless site restrictions apply to the site and are agreed with the Project Manager.

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 *employer* 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*

5. Requirements for the programme

The *Contractor* submits their programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submit for acceptance (in form of Gantt chart or equivalent 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

An updated programme must be supplied to the Project Manager each month including progress, details of any reasons for delays to programmed works and how they will be managed.

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
- Survey letter templates will be supplied by the Project Manager. These should be issued to any interested parties whilst planning/working on the site.	At start-up meeting
- The *Client* will carry out walkover surveys with the *Contractor* at the start of the programme so risks can be identified and discussed. This will allow works to be scoped and priced, based on rates identified in the price list.	To be agreed at start-up meeting
- 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*.	At start-up meeting
- Pre-survey and survey report examples will be supplied to the *Contractor* to identify required information/output for each survey.	At tender stage

Site Information

- Project Manager will provide an overall list of the culverts to be surveyed within this program of works, split by watercourse & individual asset ID's.
- An Indicative map of the overall programme shall be supplied to the *Contractor* at tender stage so they are able to see the spread of the works within the current programme (although additional works may be required that are not part of the initial list supplied).
- Existing *site* information in the form of location plans, hostile site information and previous survey reports (where required) will be supplied to the *Contractor*.
- For any sites deemed as requiring CDM / temporary works, the Client will also provide a Pre-Construction Information (PCI) Pack.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work

1.	[redacted] Form of Contract:	
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	