

# NEC4 Engineering and Construction

## Short Contract

FCRM Operational Framework – North Hub

A contract between

Environment Agency

Horizon House

Deanery Road

Bristol

BS1 5AH

And

Breheny Civil Engineering

For

Culverts Survey Programme 2022-2024

Contract Forms

- Contract Data
- The *Contractor's* Offer and *Client's* Acceptance
- Price List
- Scope
- Site Information

Bravo Ref:

36341

# 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 survey of culverts as instructed by the Environment Agency in accordance with the accompanying specification and the production of survey reports.	
The <i>site</i> is	Various culvert sites throughout West, East, North and South Yorkshire.	
The <i>starting date</i> is	23 <sup>rd</sup> January 2023	
The <i>completion date</i> is	31 <sup>st</sup> March 2024	
The <i>delay damages</i> are	[REDACTED]	Per day
The <i>period</i> for reply is	[REDACTED]	weeks
The <i>defects date</i> is	[REDACTED]	weeks after Completion
The <i>defects correction period</i> is	[REDACTED]	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	[REDACTED]	%
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  % 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

The *Client* provides this insurance

### Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	<input type="text"/>	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	<input type="text"/>	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	<input type="text"/>	
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	<input type="text"/>	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	<input type="text"/>	6 years following Completion of the whole of the works or earlier termination

The *Adjudicator* 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		
<b>Only enter details here if additional conditions are required.</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	Not used												
Z12.1	Not used												
Z30.0	Material Price Volatility  The <i>Client</i> recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the <i>Client</i> will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.												
Z30.1	Defined terms  a) The <b>Latest Index (L)</b> is the latest index as issued by the <i>Client</i> . The L, which is at the discretion of the <i>Client</i> , is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.  b) The <b>Price Volatility Provision (PVP)</b> at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.  c) <b>Material Factor (MF)</b> 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.												
Z30.2	Price Volatility Provision  Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:  Assessment x MF x L = PVP  If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the <i>Client</i> . The PVP calculated at the last assessment before 30 June 2023 is used for calculating the price increase after that date.												
Z30.3	Price Increase  Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.												
Z30.4	Compensation Events  The <i>Contractor</i> shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event. <table><tr><td>Assessment Date</td><td>Defined Cost?</td><td>Forecasted Cost?</td></tr><tr><td>31<sup>st</sup> Jul 21</td><td>In period costs only</td><td>No</td></tr><tr><td>31<sup>st</sup> Aug 21</td><td>In period costs only</td><td>No</td></tr><tr><td>30<sup>th</sup> Sept 21</td><td>In period costs only</td><td>No</td></tr></table>	Assessment Date	Defined Cost?	Forecasted Cost?	31 <sup>st</sup> Jul 21	In period costs only	No	31 <sup>st</sup> Aug 21	In period costs only	No	30 <sup>th</sup> Sept 21	In period costs only	No
Assessment Date	Defined Cost?	Forecasted Cost?											
31 <sup>st</sup> Jul 21	In period costs only	No											
31 <sup>st</sup> Aug 21	In period costs only	No											
30 <sup>th</sup> Sept 21	In period costs only	No											

31 <sup>st</sup> Oct 21	In period costs only	No
30 <sup>th</sup> Nov 21	In period costs only	No
31 <sup>st</sup> Dec 21	In period costs only	No
31 <sup>st</sup> Jan 22	In period costs only	No
28 <sup>th</sup> Feb 22	In period costs only	No
31 <sup>st</sup> Mar 22	In period costs only	No
30 <sup>th</sup> Apr 22	In period costs only	No
31 <sup>st</sup> May 22	In period costs only	No
30 <sup>th</sup> Jun 22	In period costs only	No
31 <sup>st</sup> Jul 22	In period costs only	No
31 <sup>st</sup> Aug 22	In period costs only	No
30 <sup>th</sup> Sept 22	In period costs only	No
31 <sup>st</sup> Oct 22	In period costs only	No
30 <sup>th</sup> Nov 22	In period costs only	No
31 <sup>st</sup> Dec 22	In period costs only	No
31 <sup>st</sup> Jan 23	In period costs only	No
28 <sup>th</sup> Feb 23	In period costs only	No
31 <sup>st</sup> Mar 23	In period costs only	No
30 <sup>th</sup> Apr 23	In period costs only	No
31 <sup>st</sup> May 23	In period costs only	No
30 <sup>th</sup> Jun 23	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at *base date* levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the *base date* by 1+PVP for the last assessment of the amount due before that date, for other amounts.

# Contract Data

## The *Contractor's* Contract Data

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

# 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

██████████

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

██████████

Position

████████████████████

Signature

██

Date

06/10/2022

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

Signed on behalf of the *Client*

Name

██████████

Position

████████████████████

Signature

██

Date

20 January 2023



# Price List

Item Number	Description	Unit	Quantity	Rate	Price
	<b><u>Survey Programme to be Instructed in year 2</u></b>				
1	Pre-survey site visit in accordance with the specification for each culvert.	■		■	
2	Provision of CCTV surveying team (Day rate 8am to 6pm Monday to Friday)	■■■ ■		■	
3	Provision of CCTV surveying team (night rate 10 pm – 8am Monday to Friday)	■■■ ■ ■		■	
4	Provision of man entry surveying team (Day rate 8am – 6pm Monday to Friday)	■■■ ■		■	
5	Provision of man entry surveying team (night rate 6pm to 8am Monday to Friday)	■■■ ■ ■		■	
6	Provision of access arrangements into the culvert.	■		■	
7	Provision of jetting equipment and cleaning of culvert prior to survey (Day rate)	■		■	
8	Provision of jet vac to remove silt and other deposits when instructed by the <i>Client</i> to facilitate survey works (Day rate)	■		■	
9	Disposal of silts and deposits (hazardous) per tonne	■		■	
10	Disposal of silts and deposits (inert) per tonne	■		■	
11	Provision of survey report – condition survey, including CCTV, survey drawings, plans, long sections and sections, defects narrative. (Item)	■		■	
12	Provision of survey report – structural survey, including CCTV, survey drawings, plans, long sections and sections, defects narrative. (Item)	■		■	
13	Provision of standby rescue team where identified as needed by risk assessment (Day rate 8am to 6pm)	■■■ ■		■	
14	Provision of standby rescue team where identified as needed by risk assessment (night rate 10pm to 8am)	■■■ ■ ■		■	
15	Provision of confined spaces trained structural engineer to conduct structural inspection (when instructed by the <i>Client</i> – Day rate 8am to 6pm).	■■■ ■		■	

16	Provision of signing and guarding only to manhole access point in the carriageway. (Day rate 8am to 6pm)	██████	██████	██████	██████
17	Provision of signing, guarding and traffic lights to manhole access point in the carriageway. (Out of hours rate 10pm to 8am)	██████	██████	██████	██████
18	Provision of qualified structural engineer to review condition reports when requested by the <i>Client</i> (per hour)	██████	██████	██████	██████
19	Topographical survey as described in the specification (per culvert)	██████	██████	██████	██████

**Condition survey of year 1 culverts listed below and report (price each culvert separately)**

20	Asset number 121766 North Beck Keighley	██████	█	██████	██████
21	183197 Cod Beck Thirsk	██████	█	██████	██████
22	183606 Cod Beck Thirsk	██████	█	██████	██████
23	29415 River Ure Boroughbridge	██████	█	██████	██████
24	143034 Oak Beck	██████	█	██████	██████
25	178249 Oak Beck	██████	█	██████	██████
26	178252 Oak Beck	██████	█	██████	██████
27	179606 Oak Beck	██████	█	██████	██████
28	42898 Backstone Beck	██████	█	██████	██████
29	101840 Backstone Beck	██████	█	██████	██████
30	530235 Pickering Beck	██████	█	██████	██████
31	530435 Pickering beck	██████	█	██████	██████
32	160722 Newby Beck	██████	█	██████	██████
33	154049 Holgate Beck	██████	█	██████	██████
34	181810 Holmes Dike, Cawood	██████	█	██████	██████
35	26224 Upper Hull	██████	█	██████	██████
36	467543 Upper Hull	██████	█	██████	██████
37	26556 Middle Hull	██████	█	██████	██████
38	26557 Middle Hull	██████	█	██████	██████
39	51527 Lower Hull West	██████	█	██████	██████
40	402795 Lower Hull West	██████	█	██████	██████
41	26763 Pontefract	██████	█	██████	██████
42	28099 Pontefract	██████	█	██████	██████
43	160833 Wyke Beck	██████	█	██████	██████
44	52238 Keighley Worth	██████	█	██████	██████
45	121766 Keighley Worth	██████	█	██████	██████
46	147706 Glusburn	██████	█	██████	██████
47	26885 Skipton	██████	█	██████	██████

48	27314 Skipton	■■■	■	■■■■■	■■■■■
49	27419 Skipton	■■■	■	■■■■■	■■■■■
50	52880 Skipton	■■■	■	■■■■■	■■■■■
51	151702 Skipton	■■■	■	■■■■■	■■■■■
52	27879 Wakefield	■■■	■	■■■■■	■■■■■
53	157590 Wakefield	■■■	■	■■■■■	■■■■■
54	162633 Wakefield	■■■	■	■■■■■	■■■■■
55	162781 Wakefield	■■■	■	■■■■■	■■■■■
56	27833 Dewsbury	■■■	■	■■■■■	■■■■■
57	48263 Dewsbury	■■■	■	■■■■■	■■■■■
58	28300 Spen	■■■	■	■■■■■	■■■■■
59	159298 Spen	■■■	■	■■■■■	■■■■■
60	173615 Spen	■■■	■	■■■■■	■■■■■
61	28427 Fenay Beck	■■■	■	■■■■■	■■■■■
62	106766 Fenay Beck	■■■	■	■■■■■	■■■■■
63	145262 Fenay Beck	■■■	■	■■■■■	■■■■■
64	147724 Brighouse/Greetland	■■■	■	■■■■■	■■■■■
65	129898 Colne	■■■	■	■■■■■	■■■■■
66	169315 Holme	■■■	■	■■■■■	■■■■■
67	27480 Hebden Bridge	■■■	■	■■■■■	■■■■■
68	27618 Todmorden	■■■	■	■■■■■	■■■■■
69	28307 Todmorden	■■■	■	■■■■■	■■■■■
70	99525 Todmorden	■■■	■	■■■■■	■■■■■
71	10602 Dearne Upper	■■■	■	■■■■■	■■■■■
72	11132 Dearne Upper	■■■	■	■■■■■	■■■■■
73	169322 Dearne Upper	■■■	■	■■■■■	■■■■■
74	25252 Rotherham	■■■	■	■■■■■	■■■■■
75	26055 Blackburn Brook	■■■	■	■■■■■	■■■■■
76	182580 Blackburn Brook	■■■	■	■■■■■	■■■■■
77	183837 Blackburn Brook	■■■	■	■■■■■	■■■■■
78	120398 Sheaf	■■■	■	■■■■■	■■■■■
79	501895 Sheaf	■■■	■	■■■■■	■■■■■
80	116646 Dronfield	■■■	■	■■■■■	■■■■■
81	50513 Doe Lea	■■■	■	■■■■■	■■■■■
				The total of the Prices	
				■■■■■■	

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

There are approximately 900 culverts within the Yorkshire culverts survey programme. These are present in both urban and rural areas and range in age from early 19<sup>th</sup> to late 20<sup>th</sup> century construction. Many culverts have been modified, repaired, or extended over the years. They can vary from simple road crossings to very long structures of several hundred metres, crossing city centres, with multiple changes of direction and construction types. The culverts can be of masonry in box section, circular barrel, or arches. Brick culverts can be arches, circular barrel, or walls in conjunction with concrete or masonry roof slabs. Less commonly, more modern structures may be corrugated steel, twin wall plastic pipes or pre-cast concrete pipes or box sections. Under buildings in urban areas, steel or iron beams may have been used in conjunction with stone slabs or in-situ concrete. A small number of culverts are fully submerged syphons. Inverts are commonly the natural bed of the watercourse. Most culverts are third-party owned but the Environment Agency has a duty to survey them to manage public safety and flood risk. Culverts have commonly been poorly maintained by their owners with no asset management plan in place. They have typically only been repaired in the past when a problem has appeared at the surface. It is therefore important that they are regularly inspected so that the Environment Agency can advise the third-party owners of the culvert's condition. Some culverts pass beneath areas that are accessible to the public such as car parks or recreation areas, giving rise to a public safety risk if they are not regularly monitored. The frequency of survey varies from annually to every 15 years dependant on the condition of the culvert. Past survey reports are available for reference from the *Client*.

Under this contract, 60 culverts will be surveyed before the programme for the next year is issued.

The *Contractor* will be instructed to undertake condition surveys and structural surveys on culverts on an ongoing basis to a programme to be agreed with the *Client*. The requirements for the surveys are detailed in the attached specification documents. There is no requirement for any permanent works design.

As and when required the *Client* may instruct that a condition report is reviewed by a qualified structural engineer to determine if there should be any further urgent action on the findings of the report. This engineer shall be sourced by the *Contractor* and their CV approved by the *Client* to undertake this work.

## 2. Drawings

Drawing Number	Revision	Title
N/A	N/A	N/A

## 3. Specifications

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
Culverts Survey Specification 2018 – 2019	Version 3	No
<h2>4. Constraints on how the <i>Contractor</i> Provides the Works</h2>		
<p>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 <i>Client</i>.</p>		
<p>The <i>Contractor</i> will not be permitted to undertake surveys at any 'red carded' structures. The <i>Client</i> will notify the <i>Contractor</i> of any red carded structures.</p>		
<p>Access to private land will be negotiated by the <i>Client</i> when required. The <i>Contractor</i> is not permitted to undertake any work on said land until this has been agreed by the <i>Client</i> and the <i>Client</i> has notified to the <i>Contractor</i>.</p>		
<p><b>Working times</b></p> <p>The <i>Contractor</i> will be permitted to work between the hours of 8.00am and 6.00pm on weekdays (Monday to Friday) unless required to work outside these times by a highway authority. In this case night rates will apply. Night working will be between 10.00pm and 8.00am and must be agreed with the <i>Client</i> prior to commencing any night working.</p>		
<h2>5. Requirements for the programme</h2>		
<p>The programme of culvert surveys will be agreed with the <i>Client</i>. The <i>Contractor</i> will supply an updated programme every month showing the surveys completed, reports submitted, surveys yet to be undertaken and reports yet to be submitted. This will be in the form of a Gantt chart with an accompanying narrative explaining changes since the previous submission.</p>		
<p>The <i>Contractor</i> submits his programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> 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:</p> <ol style="list-style-type: none"> <li>Period required for mobilisation/ planning &amp; post contract award</li> <li>starting date</li> <li>Each of the activities listed within the Price List</li> <li>Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; <i>Contractor's</i> risks.</li> <li>Completion date</li> </ol>		
<h2>6. Services and other things provided by the <i>Client</i></h2>		
Item	Date by which it will be provided	
None	N/A	

# Site Information

See file "Draft prog 22-23 at 28-9-21"

## 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:	