

What's this document about?

FCRM Operational Framework
Lot 1 NEC4 ECSC template

Who does this apply to?

Area Operations

Contact for queries and feedback

- [National Field Operations](#)
 - Anonymous feedback for this document can be given [here](#)
-

IMPORTANT:

Before saving and sending this document out to Contractors please ensure that the Environment Agency banners and the comments designed to assist in completion are deleted.

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – xx Hub

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And

For

East Midlands North Culvert Inspections

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	to undertake CCTV inspections of culverted watercourses within the East Midlands North Area. Prior to the inspections, a pre-survey of all assets is required in order to report anything that may delay or prevent works from taking place. The completed report for inspections will be provided 4 weeks after works are completed. Further details of the works are described in the Contract Data Section of the Site-Specific Pack.	
The <i>site</i> is	Various locations in North Lincolnshire and North Nottinghamshire, for individual site locations with postcodes and national grid references see attached document 'East Midlands North Culvert Inspections'	
The <i>starting date</i> is	To be determined by the contractor's programme, but for the pre-surveys no later than the end of February 2023. To be determined by the <i>contractor's</i> programme, but Package 1 to begin no later than the end of April 2023.	
The <i>completion date</i> is	To be determined by the successful <i>contractors'</i> programme, but all packages no later than April 2025 unless otherwise specified for individual assets.	
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 <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 <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> 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 <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to		
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 £ 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			
Only enter details here if additional conditions are required.			
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:		

	<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	<p>Delete the text of Clause 92.3 and replace with:</p> <p>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.</p>
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
Z30.0	<p>Material Price Volatility</p> <p>The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 the Client 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%.</p>
Z30.1	<p>Defined terms</p> <p>a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.</p> <p>b) The Price Volatility Provision (PVP) 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.</p> <p>c) Material Factor (MF) 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.</p>
Z30.2	<p>Price Volatility Provision</p> <p>Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:</p> $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$
Z30.3	<p>Price Increase</p> <p>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.</p>

Compensation Events

The Contractor 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.

Assessment Date	Defined Cost?	Forecasted Cost?
31 st Jul 21	In period costs only	No
31 st Aug 21	In period costs only	No
30 th Sept 21	In period costs only	No
31 st Oct 21	In period costs only	No
30 th Nov 21	In period costs only	No
31 st Dec 21	In period costs only	No
31 st Jan 22	In period costs only	No
28 th Feb 22	In period costs only	No
31 st Mar 22	In period costs only	No
30 th Apr 22	In period costs only	No
31 st May 22	In period costs only	No
30 th Jun 22	In period costs only	No
31 st Jul 22	In period costs only	No
31 st Aug 22	In period costs only	No
30 th Sept 22	In period costs only	No
31 st Oct 22	In period costs only	No
30 th Nov 22	In period costs only	No
31 st Dec 22	In period costs only	No
31 st Jan 23	In period costs only	No
28 th Feb 23	In period costs only	No
31 st Mar 23	In period costs only	No
30 th Apr 23	In period costs only	No
31 st May 23	In period costs only	No
30 th 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 Contractor is
Name		
Address for communications		
Address for electronic communications		
The fee percentage is		%
The people rates are		
category of person	unit	rate
Project Manager		As per Framework rates
Quantity Surveyor		As per Framework rates
General Foreman		As per Framework rates
The published list of Equipment is		CECA
The percentage for adjustment for Equipment is		12%

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 17th February 2023

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date 22/03/2023

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
1	Project management and administration of Package 1 to also include for bi-weekly pre-start and progress meetings and weekly programme updates. To also include package meetings before and after each package of inspections.	1	Sum		
2	Project management and administration of Package 2 to also include for bi-weekly pre-start and progress meetings and weekly programme updates. To also include package meetings before and after each package of inspections.	1	Sum		
3	Pre-survey assessments at each culvert	Each	123 No.		
4	Provision of health and safety file for both package 1 and package 2 of the East Midlands North CCTV Inspections	1	Sum		
4a	Provision of pre-inspection RAMS	1	Sum		

"Package 1" Asset list as seen in the document "*East Midland North CCTV Programme*" referenced by asset ID number.

5	Asset 410652 Culvert Inspections and Reports	1	Sum		
6	Asset 414395 Culvert Inspections and Reports	1	Sum		
7	Asset 414408 Culvert Inspections and Reports	1	Sum		
8	Asset 410700 Culvert Inspections and Reports	1	Sum		
9	Asset 410714 Culvert Inspections and Reports	1	Sum		
10	Asset 410653 Culvert Inspections and Reports	1	Sum		
11	Asset 414379 Culvert Inspections and Reports	1	Sum		
12	Asset 391455 Culvert Inspections and Reports	1	Sum		
13	Asset 410693 Culvert Inspections and Reports	1	Sum		
14	Asset 414840 Culvert Inspections and Reports	1	Sum		
15	Asset 410677 Culvert Inspections and Reports	1	Sum		



16	Asset 410680 Culvert Inspections and Reports	1	Sum		
17	Asset 410697 Culvert Inspections and Reports	1	Sum		
18	Asset 415592 Culvert Inspections and Reports	1	Sum		
19	Asset 410712 Culvert Inspections and Reports	1	Sum		
20	Asset 410705 Culvert Inspections and Reports	1	Sum		
21	Asset 158851 Culvert Inspections and Reports	1	Sum		
22	Asset 157270 Culvert Inspections and Reports	1	Sum		
23	Asset 171100 Culvert Inspections and Reports	1	Sum		
24	Asset 109822 Culvert Inspections and Reports	1	Sum		
25	Asset 157121 Culvert Inspections and Reports	1	Sum		
26	Asset 158561 Culvert Inspections and Reports	1	Sum		
27	Asset 157122 Culvert Inspections and Reports	1	Sum		
28	Asset 355249 Culvert Inspections and Reports	1	Sum		
29	Asset 158853 Culvert Inspections and Reports	1	Sum		
30	Asset 38993 Culvert Inspections and Reports	1	Sum		
31	Asset 158855 Culvert Inspections and Reports	1	Sum		
32	Asset 410571 Culvert Inspections and Reports	1	Sum		
33	Asset 410557 Culvert Inspections and Reports	1	Sum		
34	Asset 410592 Culvert Inspections and Reports	1	Sum		
35	Asset 414885 Culvert Inspections and Reports	1	Sum		
36	Asset 410458 Culvert Inspections and Reports	1	Sum		
37	Asset 410563 Culvert Inspections and Reports	1	Sum		
38	Asset 410593 Culvert Inspections and Reports	1	Sum		
39	Asset 410559 Culvert Inspections and Reports	1	Sum		
40	Asset 410574 Culvert Inspections and Reports	1	Sum		
41	Asset 410455 Culvert Inspections and Reports	1	Sum		
42	Asset 410554 Culvert Inspections and Reports	1	Sum		
43	Asset 410556 Culvert Inspections and Reports	1	Sum		
44	Asset 410562 Culvert Inspections and Reports	1	Sum		
45	Asset 414821 Culvert Inspections and Reports	1	Sum		
46	Asset 410601 Culvert Inspections and Reports	1	Sum		
47	Asset 410610 Culvert Inspections and Reports	1	Sum		
48	Asset 410606 Culvert Inspections and Reports	1	Sum		
49	Asset 410600 Culvert Inspections and Reports	1	Sum		
50	Asset 410603 Culvert Inspections and Reports	1	Sum		
51	Asset 410596 Culvert Inspections and Reports	1	Sum		
52	Asset 408616 Culvert Inspections and Reports	1	Sum		
53	Asset 24615 Culvert Inspections and Reports	1	Sum		
54	Asset 408444 Culvert Inspections and Reports	1	Sum		
55	Asset 408445 Culvert Inspections and Reports	1	Sum		
56	Asset 24008 Culvert Inspections and Reports	1	Sum		
57	Asset 388364 Culvert Inspections and Reports	1	Sum		

58	Asset 24268 Culvert Inspections and Reports	1	Sum		██████
59	Asset 23728 Culvert Inspections and Reports	1	Sum		██████
60	Asset 22258 Culvert Inspections and Reports	1	Sum		██████
61	Asset 408636 Culvert Inspections and Reports	1	Sum		██████
62	Asset 410314 Culvert Inspections and Reports	1	Sum		██████
63	Asset 410624 Culvert Inspections and Reports	1	Sum		██████
64	Asset 415537 Culvert Inspections and Reports	1	Sum		██████
65	Asset 414846 Culvert Inspections and Reports	1	Sum		██████
66	Asset 410633 Culvert Inspections and Reports	1	Sum		██████
67	Asset 410612 Culvert Inspections and Reports	1	Sum		██████
68	Asset 415536 Culvert Inspections and Reports	1	Sum		██████
69	Asset 410636 Culvert Inspections and Reports	1	Sum		██████
70	Asset 410632 Culvert Inspections and Reports	1	Sum		██████
71	Asset 410369 Culvert Inspections and Reports	1	Sum		██████
72	Asset 410384 Culvert Inspections and Reports	1	Sum		██████
73	Asset 410344 Culvert Inspections and Reports	1	Sum		██████
74	Asset 410452 Culvert Inspections and Reports	1	Sum		██████
75	Asset 414787 Culvert Inspections and Reports	1	Sum		██████
76	Asset 534674 Culvert Inspections and Reports	1	Sum		██████
77	Asset 410350 Culvert Inspections and Reports	1	Sum		██████
78	Asset 410364 Culvert Inspections and Reports	1	Sum		██████
79	Asset 410339 Culvert Inspections and Reports	1	Sum		██████
80	Asset 410373 Culvert Inspections and Reports	1	Sum		██████
81	Asset 410365 Culvert Inspections and Reports	1	Sum		██████
82	Asset 534675 Culvert Inspections and Reports	1	Sum		██████
83	Asset 414422 Culvert Inspections and Reports	1	Sum		██████
84	Asset 410377 Culvert Inspections and Reports	1	Sum		██████
85	Asset 410453 Culvert Inspections and Reports	1	Sum		██████
86	Asset 178157 Culvert Inspections and Reports	1	Sum		██████
87	Asset 412573 Culvert Inspections and Reports	1	Sum		██████

"Package 2" Asset list as seen in the document "*East Midland North CCTV Programme*" referenced by asset ID number.

88	Asset 387732 Culvert Inspections and Reports	1	Sum		██████
89	Asset 51054 Culvert Inspections and Reports	1	Sum		██████
90	Asset 408056 Culvert Inspections and Reports	1	Sum		██████
91	Asset 407979 Culvert Inspections and Reports	1	Sum		██████
92	Asset 435655 Culvert Inspections and Reports	1	Sum		██████
93	Asset 511323 Culvert Inspections and Reports	1	Sum		██████
94	Asset 511300 Culvert Inspections and Reports	1	Sum		██████
95	Asset 407976 Culvert Inspections and Reports	1	Sum		██████

96	Asset 511315 Culvert Inspections and Reports	1	Sum		
97	Asset 408219 Culvert Inspections and Reports	1	Sum		
98	Asset 408314 Culvert Inspections and Reports	1	Sum		
99	Asset 435615 Culvert Inspections and Reports	1	Sum		
100	Asset 408221 Culvert Inspections and Reports	1	Sum		
101	Asset 408055 Culvert Inspections and Reports	1	Sum		
102	Asset 408338 Culvert Inspections and Reports	1	Sum		
103	Asset 411637 Culvert Inspections and Reports	1	Sum		
104	Asset 391152 Culvert Inspections and Reports	1	Sum		
105	Asset 410283 Culvert Inspections and Reports	1	Sum		
106	Asset 410336 Culvert Inspections and Reports	1	Sum		
107	Asset 410274 Culvert Inspections and Reports	1	Sum		
108	Asset 410289 Culvert Inspections and Reports	1	Sum		
109	Asset 405799 Culvert Inspections and Reports	1	Sum		
110	Asset 408615 Culvert Inspections and Reports	1	Sum		
111	Asset 435736 Culvert Inspections and Reports	1	Sum		
112	Asset 408613 Culvert Inspections and Reports	1	Sum		
113	Asset 410276 Culvert Inspections and Reports	1	Sum		
114	Asset 410334 Culvert Inspections and Reports	1	Sum		
115	Asset 410332 Culvert Inspections and Reports	1	Sum		
116	Asset 410279 Culvert Inspections and Reports	1	Sum		
117	Asset 392592 Culvert Inspections and Reports	1	Sum		
118	Asset 24274 Culvert Inspections and Reports	1	Sum		
119	Asset 24219 Culvert Inspections and Reports	1	Sum		
120	Asset 390774 Culvert Inspections and Reports	1	Sum		
121	Asset 408911 Culvert Inspections and Reports	1	Sum		
122	Asset 408907 Culvert Inspections and Reports	1	Sum		
123	Asset 408913 Culvert Inspections and Reports	1	Sum		
124	Asset 410812 Culvert Inspections and Reports	1	Sum		
125	Asset 48722 Culvert Inspections and Reports	1	Sum		
126	Asset 51456 Culvert Inspections and Reports	1	Sum		
127	Asset 127273 Culvert Inspections and Reports	1	Sum		
128	Vegetation clearance		Each		
129	Transport to and disposal of all waste materials at a licensed disposal facility. Nominal figure provided for costing, to be adjusted by actual waste removed via waste transfer tickets.		Tonnes		
130	Final copy of all reports on a 1TB Hard Drive delivered to <i>Client</i>	1	Sum		

Assumptions / Clarifications

1. CCTV survey costs assume good vehicle access to culvert locations.
2. CCTV survey costs assume survey carried out by conventional remote access, or 3-man entry team, both operating from a transit type van c/w submersible pump if required.
3. Rate only item 130 each per visit is for non-invasive de-veg team, de-veg has been classed as light in nature, up to brush cutting, no tree felling, area cleared in no more than one day shift, arising's left on site.
4. Rate only item 132 per Tonne is based on inert waste, dependant on distance to tipping location, no allowance for some locations incurring a minimum charge (normally 4T)
5. No allowance has been made for FRAPs.
6. We have assumed the EA will provide all third-party land access arrangements & any access keys etc. in good time in line with our programme.
7. No allowance has been made for temp works design (access etc.) resulting from pre surveys.
8. No allowance has been made for removing trash screens/grilles, site clearance, temporary dams, TM, dewatering/over pumping, jetting/desilting etc. we are happy to cost such items following the pre-surveys.
9. Allowance has been made to provide a welfare van at each asset during pre-survey & CCTV survey parked in an agreed location with the EA.
10. Please note the Pre-Survey cost is based on the full, high detail Pre-Survey which includes detailed information to support production of PCI's etc. as indicated in section 1 in the Description of Works
11. We have assumed the EA will provide ecological/environmental reports in a timely fashion before start on site.
12. Tender costs are based on the information provided in the tender documentation, any significant factors (changes etc.) identified in the pre surveys may require a revised cost.
13. Please note our cost in item 3 of the price list is the cost of carrying out 123 no. pre-surveys (the price list originally stated the quantity as "each" not the number of pre-surveys required for packages 1 & 2).

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

Project Objectives

The *Client* manages and maintains the Main River Network throughout England with a view to reducing flood risk. A particular risk are the culverts on all watercourses. Routine surveys are carried out on all main river culverts, to ensure the watercourse are free flowing and that conveyance of water will not be impeded in any way by the structure or anything in it. Blockage removal and minor culvert repairs are undertaken where necessary. The *Client* do not own these culverts but use their permissive powers to carry out necessary maintenance inspections and subsequent works, to reduce flood risk to the communities affected.

Description of the Works

There is a need to undertake CCTV inspections of culverted watercourses within the East Midlands North area (Gainsborough, Askham and Owston Ferry patches) as part of the *Client's* asset inspection programme that grades defences and structures on main river for inputting into AIMS Inventory. The inspection of these culverted watercourses requires specialised equipment and the appropriate confined spaces trained personnel.

There are approximately 125 culverts requiring inspection and reporting in the East Midlands North area. The Excel spreadsheet "East Midlands North Culvert Inspection" details clearly which sites qualify for Package 1 and which for Package 2. The work is to be split into these two packages to allow for time between to rectify any defects or issues that may arise from the inspections. The *Contractor* is to tender appropriately based on the information provided by the *Client*. Depending on the scale and situation of any desilt work that is required to undertake an inspection, these may be let as CE's under the same contract or undertaken as a separate tender. The Maps have been provided in a Pdf format for each culvert and are referenced by the Asset ID. The excel document contains the Asset ID, watercourse name, location information, asset length, descriptions, and some available dimensions.

Pre-Survey

The *Contractor* is required to undertake a pre-survey for all assets, the *Contractor* must suggest a programme for this element of works and submit within the tender submission. Package 1 of the pre-surveys are to be done within the 22/23 financial year and before Package 1 inspections, Package 2 of the pre-surveys to be completed before the Package 2 inspections. The pre-surveys will form part of the PCI pack that the *Client* will review and approve. The intention of the pre-surveys is to ensure anything that may delay or prevent works from taking place is highlighted and mitigated, thereby eliminating abandoned surveys, reducing risks for all parties and highlighting other issues that are reasonably foreseeable.

The pre-surveys should include:

- Culvert location (inc. photographs and grid reference of inlet, outlet and manholes(s))
- Access requirements including access and egress points (inc. photographs of restrictions and access/egress plan). The *Contractor* must also include information on whether letter drops or special access arrangements are required, such as access through residential property or temporary removal of fencing.
- Site specific utility service searches
- Confined space national classification and risk categorisation of culvert
- Intended method of inspection (e.g., by crawler or float camera, man entry, sonar etc.)
- Vegetation clearance requirement
- Silt and water level (%) (view from inlet or outlet), method of blockage/desilt removal required.
- Details of adjacent land use

All other information that is required by the *Contractor* to safely carry out the survey must also be included (e.g., Traffic management, footpath closure)

CCTV Culvert Inspection

The *Contractor* is required to undertake an inspection of the listed assets such that their condition and any issues with the structure or conveyance can be confirmed. The following information and documents shall be provided by the *Contractor*.

The inspection must include:

- The upstream and downstream Invert and Soffit levels in mAOD is to be surveyed for each culvert and clearly shown on the report.
- A health and safety file must include task briefings, RAMS, rescue plans etc. Evidence of workers signatures are to be included.
- Any enabling works are to be carried out and managed by the *Contractor*, such as traffic management, stanking off water, footpath closures and obtaining landowner permissions where required.
- A programme of the works is required, which must be updated weekly and sent to the *Client* every Friday for the week ahead. This will aid in preventing clashes with other *Client* works that may take place in the area at the same time. The *Client* requires **all CCTV inspections in package 1 to be completed by 31st March 2024, and all inspections in package 2 to be completed by 31st March 2025.**
- During the inspection phase, the *Contractor* must provide updates to the *Client* electronically (such as WhatsApp, the *Contractors* web portal or similar) at the end of every week, coinciding with the weekly programme update, and must provide access to the portal for comments and updates by all involved in the works. These may include good practices, environmental issues, blockages, significant defects, feedback or queries from the public, images of the site during works, any changes to works, delays or issues with the programme. The purpose of this is to keep the *Client* up to speed with the works involving multiple sites, to build up further asset knowledge about the culverts in this critical flood risk area and receive an early notice of issues that the *Client* may need to resolve or investigate.
- The *Contractor* shall provide a CCTV gang working on site including pan and tilt survey units and electro-location equipment for the identification of defects, connections, and the location of changes in direction along the survey route.
- The *Contractor* shall take the responsibility of checking the weather forecast and planning their work programme accordingly. Cancelled, or aborted site visits due to the high-water level, or any foreseen issue will not be paid by the *Client*.
- The *Contractor* shall provide **manhole record cards** for structures and manholes associated with the surveyed lengths and a plan at a suitable scale showing the route of the culvert
- The reports are to be labelled with the asset ID and location, and the associated videos named using the asset ID and correct location start and end point. The direction of the survey is to be made clear on the video name.
- Upon completion of the inspection, a report containing the CCTV video, Pdf and Dwg (AutoCAD 2021) map plans, photos of defects and a diagram identifying the defect chainage and/or relevant change in asset type, points of interest, levels of inlet and soffit, must be submitted to the *Client* electronically within 2 weeks of asset survey completion. A copy of all the inspections must also be provided on an external hard drive at the highest resolution and delivered undamaged and working to the *Client* 4 weeks after all works are completed. This is to be received no later than September 2024.
- Any Early Warnings, CE's, must be communicated using the *Client's* template, which can be found attached to the contract documents.

During the life of the project there may be an increase or reduction in the number of culvert inspections required to be assessed based on the *Client* requirements.

Nature of Watercourse

The rivers in this catchment are prone to rapidly rising after heavy or prolonged rainfall, which may cause the culverts to become unsafe or inaccessible. Some rivers are tidal and therefore timing of inspections is paramount to avoid any cancelled or abandoned works. Some rivers in this area flow through urbanised areas, so urban debris including sharp objects and needles are anticipated.

Utility Services

The *Contractor* is to identify and mark up all overhead and underground cables. Where services are identified, suitable control measures are required prior to work commencing. Where service information is obtained and identified, this information, including mitigation measures are to be included in the final report as an appendix.

Methodology Statement

Prior to the start of survey work, the *Contractor* must produce a detailed site-specific Risk Assessment and Method Statement that contains:

- A schedule of activities for which risk assessments and method statements must be prepared;
- The *Contractors* arrangements for the preparation and approval of risk assessments and method statements;
- The schedule of risk assessments and method statements must meet the requirements of the Construction Design and Management Regulations;
- The *Contractor* will free to add to the schedule as the work progresses.

The *Contractor* will ensure the risk assessments and method statements for each operation includes;

- Site specific risk assessments of the work (task briefings);
- A rescue plan for all “man-entry” operations;
- People and resources proposed, including qualifications of operatives;
- Timing and sequencing of inspection, materials, plant and equipment;
- Details of temporary works;
- Indication of activities that represent a higher level of safety, health and environmental risk;
- A waste plan for all blockage removal works;
- Safety, health and environmental controls proposed; and;
- Any permit to work proposals.
- *Contractor* to liaise with the CDM Principal Designer.

The *Contractor* submits the required risk assessments and method statements, for the *Clients* acceptance, 10 working days before starting the tasks to which they refer. The *Contractor* must ensure that risk assessments and method statements are approved by the authorised individual within their own organisation before submission. The *Contractor* carries out the work in accordance with the method statement.

CDM Requirements

The *Contractor* shall assume the role of Principal *Contractor* upon award of the contract and upon the signing of an appointment letter.

The *Contractor* shall be cognisant of the CDM Pre-construction Information, which is contained in the Site Information, in the form of site maps and asset information, the *Clients* Health and Safety Policies and the ‘SHEW Handbook’ and must ensure full compliance with the Client’s ‘Safety is Paramount’ code of practice.

The *Contractor* is to liaise with the *Clients* CDM Principal Designer, who will be appointed on award of the contract.

Site Clearance

On Completion, the *Contractor* shall return the roads, footpaths, car parks and any other areas affected by the works to a condition not inferior to that pertaining at the commencement of the works. All debris, unused materials, equipment and temporary works are to be cleared and dismantled from the site. Before and after photos of the site, the access, culvert inlet and outlet are required for each asset inspection.

Completion

The following are an absolute requirement for Completion to be certified,

- Electronic copies of the Inspection Survey Reports
- Delivery of the final, hard drive with copies of all report uploaded and accessible.

Any other works identified on CE’s will have a completion date specific to the CE.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
125 Maps referenced by Asset ID	-	Map Titles referenced by Asset ID and Grid Reference

The map files are to be sent via a ShareFile link due to the size of the documents

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
SHEW CoP	05/2018	No
249_18_SD10 Lot 1 Specification Supplementary clauses for culvert works	23/06/2018	No
Lot 1 Specification Supplementary Clauses Supplementary Clauses to CESWI 7 th Ed.	23/06/2018	No

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*.

1. Most of the culverts are third party and privately owned assets, some are own and currently maintain by the *Client*. Access constraints may apply at certain sites. This would be identified at pre-survey stage and liaison will be the *Contractors* responsibility thereafter.
2. 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.
3. 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.
4. The *Contractor* is responsible for providing the appropriate Personal Protective Equipment for the task being undertaken.
5. The *Contractor* is responsible for providing the appropriate plant, machinery, equipment and tools for the works being undertaken
6. The *Contractor* shall not commence any work, major blockage(s) removal or confined space man entry to be carried out without the RAMS specific for the site are checked and approved by the *Client*.

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

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.

Where required, the *Client* will issue a notice of entry for working to be undertaken.

Item	Date by which it will be provided
None	

Site Information

Please refer to excel document “East Midlands North Culvert Inspection” and associated Pdf maps referenced by asset ID and grid reference.

The information contained within the site information is to be taken as additional information to the PCI.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	<div> <div></div> <div></div> </div> <p>Form of Contract NEC4 E&C Short Contract</p>	Pre-Surveys & all CCTV Surveys for package 1 & 2.
2.	<p>Form of Contract:</p>	
3.	<p>Form of Contract:</p>	
4.	<p>Form of Contract:</p>	