NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework - LNA Hub

And For LNA Witham, Welland & Nene CCTV Surveys Contract Forms - Contract Data - The Contractor's Offer and Client's Acceptance - Price List - Scope - Site Information		
For LNA Witham, Welland & Nene CCTV Surveys Contract Forms Contract Data The Contractor's Offer and Client's Acceptance Price List Scope	A contract between	
For LNA Witham, Welland & Nene CCTV Surveys Contract Forms Contract Data The Contractor's Offer and Client's Acceptance Price List Scope	And	
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 Contract Data The Contractor's Offer and Client's Acceptance Price List Scope 		LIVA WILLIAM, Welland & Nelle CCTV Surveys
		 Contract Data The Contractor's Offer and Client's Acceptance Price List Scope

Contract Data The Client's Contract Data The Client is Name Address for communications Address for electronic communications CCTV Surveys and production of associated reports for multiple The works are assets in 2021/22, with the option to add additional assets in 2022/23. The site is Various in LNA Witham, Welland & Nene The starting date is The completion date is Per Week The *delay damages* are The *period* for reply is weeks The defects date is weeks after Completion The defects correction period is 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		% per complete week	of delay.		
Insert a rate only if a rate less than 0.5%	per week of de	elay 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	£100,000.00				
The Client provides this insurance	None				
	Insurance	Гable			
Event		Cover	Cover provided until		
Loss of or damage to the works		The replacement cost	The Client's 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 Contractor's liability for loss of or dama (except the works, Plant and Materials an and for bodily injury to or death of a peremployee of the Contractor) arising from or with the Contractor's Providing the Works	nd Equipment) erson (not an	Minimum £5,000,000 in respect of every claim without limit to the number of claims	nas been issued		
Liability for death of or bodily injury to employment in connection with this contract	ourse of their				
Failure of the <i>Contractor</i> to use the skill and used by professionals providing <i>works</i> similar		Minimum £100,000.00 in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> or earlier termination		
The Adjudicator nominating body is					
•					
The tribunal is	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 Sub-contracting
Z1.1	The Contractor submits the name of each proposed sub-contractor to the Client for acceptance. A reason for not accepting the sub-contractor is that their appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed sub-contractor until the Client has accepted them.
Z1.2	Payment to sub-contractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	egulatory authority
Z2.1	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 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 <i>works</i> does not constitute statutory approval or consent.
Z2.3	An action by the compensation event. 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 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 <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 <i>Works</i> .
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 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 <i>Contractor</i> and sub- <i>Contractor</i> s
	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 <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.1	For contracts containing packages or bundles of projects/ sites the <i>Client's</i> Scope and Site Information particular to an individual project/ site 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 July 2020 to 31st August 2021.

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 Rate As agreed The published list of Equipment is The percentage for adjustment for Equipment is

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					
Signed on behalf of the Contractor					
Name					
Position					
Signature					
Date					
Date					
The Client accepts the Contractor's	Offer to Provide the works				
Signed on behalf of the Client					
Name					
Position					
Signature					
Date					

Price List

Entries in the first four columns in this Price List are made either by the Client or the tenderer.

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item Number	Description	Unit	Quantity	Rate	Price
	Delivery of all works, including all enabling works, full CCTV survey and production of report at the following 21 sites:				
01	Thrapston embankment culvert	m	20		
02	Little Bowden FSR outfall pipe	m	30		
03	Clipston FSR	m	20		
04	Medbourne FSR	m	4		
05	Gretton FSR storage area to chamber link - two pipes	m	235		
06	Barleythorpe Brook, Oakham	m	240		
07	Dallington Brook - a	m	60		
08	Dallington Brook - b	m	252		
09	Dallington Brook - c	m	108		
10	West Brook (Little Bowden, Market Harborough) and 2 short culverts downstream	m	142		
11	Barholm Brook Syphon	m	34		
12	Longthorpe Parkway, Peterborough	m	129		
13	Thorpe Meadows	m	39		
14	Carholme Drain Culvert (S46)	m	57		
15	Martin Syphon (S/12)	m	230		
16	Skellingthorpe Beck Culvert (S71)	m	57		
17	Tumby Woodside Culvert (S/55)	m	15		
18	Washingborough Roadside Culvert (S39)	m	393		
19	Barlings Eau syphon(S/77)	m	80		

20	Branston Island irrigation slacker	m	27		
21	Victoria Mill syphon (S/10)	m	28	-	
22	Removal of debris and provision of before and after photographs at Dychurch Lane, plus cctv survey between manholes 5 and 6 only.	m	30		
23	Pre-Site Surveys	item	22		
	The total of the Prices				

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.

The total of the Prices (and therefore, the Price for each item) must include all items necessary to deliver the *works* and meet the requirements of the Scope, including all prelims, overheads and profit. This includes, but is not limited to, items such as: site accommodation; technological provisions (eg. Wifi); progress meetings; and project administration.

The *Contractor* may sub-divide each item in the Price List as necessary, but the total of each subitem must add to the Price for that item, and the total of each Price must add to the total of the Prices.

C	CO	n	Δ
J	CO	Ή	C

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.

1.1 Background

As part of an asset maintenance regime across the Lincolnshire & Northamptonshire (LNA), there is a requirement on the *Client's* to carry out regular inspections on all structures which comprise a component of a *Client* flood defence system. The results of these visual inspections are recorded on the Asset Information Management System (AIMS) inventory. However, there are several structures, particularly culverts, where a visual inspection cannot be made, and in these instances' CCTV is used to inspect the culvert or siphon. The CCTV inspection, as required under this Scope will provide evidence for future investment and spend as well as determining the future maintenance regime.

1.2 The works

Sites included for this CCTV investigative works for 2021/22 are:

	Welland & Nene Catchment		Witham Catchment
1.	Thrapston embankment culvert	1.	Carholme Drain Culvert (S46)
2.	Little Bowden FSR outfall pipe	2.	Martin Syphon
3.	Clipston FSR	3.	Skellingthorpe Culvert (S72)
4.	Medbourne FSR	4.	Tumby Woodside Culvert
5.	Gretton FSR storage area to chamber link - two pipes	5.	Washingborough Roadside Culvert (S39)
6.	Barleythorpe Brook, Oakham	6.	Barlings Eau syphon(S/77)
7.	Dallington Brook – a	7.	Branston Island irrigation slacker
8.	Dallington Brook – b	8.	Victoria Mill syphon (S/10)
9.	Dallington Brook - c		
10.	West Brook (Little Bowden, Market Harborough) and 2 short culverts downstream		
11.	Dychurch Lane - removal of debris and short cctv survey between manholes 5 and 6 only		

12.	Barholm Brook Syphon		
13.	Longthorpe Parkway, Peterborough		
14.	Thorpe Meadows		

The *Client* has included 22 assets in the Scope of *works* for 2021/22, and at its sole discretion, may add a similar amount of assets through a Compensation Event, for CCTV survey in the financial year 2022/23. The addition of assets in the 2022/23 financial year is dependent on a number of factors, including but not limited to operational requirements, budget, and *Contractor* performance. Nothing in this contract or Scope prevents CCTV surveys from being procured through an alternative route in the financial year 2022/23, at the discretion of the *Client*.

1.2.1 – The Objectives

The objective of this Scope is to commission CCTV inspections of multiple assets, in order to identify defects in the assets (culverts and siphons) that may affect the operation of the asset, particularly during times of increased flow. The results of these CCTV inspections will identify the potential risk and define the Scope for the future work required to improve the asset condition.

1.2.2 - Scope:

The works will be carried out in two phases. During stage 1, the *Contractor* shall undertake a desktop scoping study for each asset prior to carrying out any asset inspection or survey. This shall be done in collaboration with the *Client* and the *Contractor*. Stage 2 will involve visiting the site for CCTV inspection. Specific inspection requirements for each site, where required, are included in the Site Specific Packs (appended).

1.2.2.1 - Stage 1;

As part of Stage 1 Scoping, the Contractor will:

- Review list of assets to be inspected.
- Obtain and review past surveys and other information of assets that may be available which have been provided by the Client.
- If necessary visit to each asset to:
 - identify constraints and access requirements;
 - collect additional site information;
 - assess health and safety requirements;
- If necessary, identify any enabling works required immediately prior to the CCTV survey (including, but not limited to, desilting, silt sampling, dewatering, over-pumping, vegetation clearance, traffic management).
- The Contractor shall liaise with the Client to determine the level of risk of siltation in each culvert/siphon: Stage 2 Inspection Reports must not be returned with "no information due to silt."
- The Contractor shall determine how the inspections should be undertaken, and prepare risk assessment and method statement accordingly, with the Contractor taking responsibility for specialist access if required.

1.2.2.2 - Stage 2;

The Contractor shall:

- Produce a detailed method statement with accompanying risk assessment. This will be submitted to the Client's Principal Designer for acceptance 14 days prior to inspection;
- Arrange the CCTV surveys.

- 21 days prior to undertaking any CCTV Inspection the Contractor shall notify the Project Manager of the proposed inspection date and obtain their consent for the performance of the inspection.
 - ❖ Where required, the *Client* will serve a Notice of Entry within the 21 day period.

On-site inspection

Prior to the CCTV inspection, the Contractor shall:

- Obtain all necessary licences and work permit prior to start on site
- Liaise with the Client to ensure that initial access arrangements have been made to the site
 however, it is the Contractor's responsibility to make any further contact with landowners and
 arrange letter drops to residents where required.
- Ensure all necessary pre-survey works are undertaken. These may consist of, but are not limited to:
 - Vegetation clearance;
 - Desilting;
 - Dewatering;
 - Over pumping.

The Contractor shall:

- Be prepared to clear debris/ de-silt from the site and undertake this clearance as necessary;
- Provide supervision as required;
- Survey the location of the culverts/siphons and provide Easting and Northing locations (based on an Environment Agency GPS grid) of the centre of the manholes at the US and DS end of the culvert (+/- 0.1m accuracy);
- Measure the cover level and invert level at all manhole locations as well as at the inlet and outlet. This is to be shown in the survey report under manhole survey information. Indicate the distance between ground level and the soffit level at inlet and outlet and attach relevant photographs;
- Provide accurate invert levels, pipe diameters, culvert areas, soffit levels for all incoming and outgoing pipes. Clearly identify the main culvert and give identifiers to all pipes at manhole locations:
- Provide a general visual description of the channel;
- Immediately notify the Client of any issue that arise when undertaking the CCTV survey. The inspection will be deemed incomplete if the report states the survey has been abandoned without discussing it with the Client first. If possible, a decision will be made by the Client on the best course of action to allow the inspection to be completed or abandoned without having an adverse effect on the programme.
- Notify the Client of any culverts with overall condition grade 4 or 5 within 5 working days of undertaking the survey.

Reporting Requirements for CCTV inspections

Upon completion of the Stage 2 inspection, the *Contractor* shall produce a comprehensive report. The *Contractor* shall conduct detailed quality assurance of the report before providing it to the *Client*. Each report shall be provided to the *Client* within 30 days of the survey being undertaken.

The report produced by the *Contractor* shall include the following elements:

- Executive Summary a brief summary on the findings and condition of the asset including objectives, location, specific access information, inspection overview (incl. weather conditions), recommendations and remaining life;
- Asset Location Details including maps, local area plan, manhole locations and route of culvert plans;
- Photographs showing the internal condition, including:
 - any defects/intrusions/debris/blockages;
 - manholes showing all incoming/outgoing pipes.
- Asset Inspection Summary and condition rating a summary on the findings and condition of the asset including general photographs and the purpose/objective of the inspection;

- General Description a brief description of site location including any specific references and of what equipment/infrastructure it comprises;
- Manhole survey information with accurate invert levels, pipe diameters, culvert areas and soffit levels for all incoming and outgoing pipes
- CCTV WinCan report:
 - Showing chainage from inlet or outlet (whichever is more convenient). Chainage measurements are not to start at each manhole but are to form a continuous record from the inlet or outlet, where possible.
 - Where information is found as part of this investigation on construction types, materials used, design loadings and similar this is to be provided or at least referenced in the culvert report.
 - The CCTV footage shall be compiled in a digital form which is compatible with Windows Media Player and indexed by AIMS reference number (asset numbers provided) followed by corresponding manhole numbers. The CCTV footage is to be provided to the Client for storage and reference alongside CCTV survey reports.
- A condition assessment of the culvert from the CCTV footage, according to the Client's Culvert Inspections: Guidance for Risk Based Internal inspection frequency OI 50_13_SD02
- Non-Accessible Areas Register a list of all non-accessed or limited access areas;
- Any Health and Safety issues;
- Grade Defect Report:
 - An Inspection Overview shall be provided by the Contractor for any failing assets along with the current condition grade. In this section, the Contractor shall provide key asset parameters, description of the defects and justification of the current condition grade awarded;
- Conclusions and Works Recommendations a detailed list of recommended repair/improvement works required either to meet statutory regulations or maintain the equipment residual life including assessment of estimated costs. The *Contractor* shall use tabular format to record:
 - Condition summary and estimated residual life;
 - Recommendations:
 - Component/structure replacement costs;
- Appendices (e.g. sub-Consultant's reports etc.).
- Photos, drawings and calculations where applicable.
- Data Analysis Sheets breakdown of risk analysis using a Risk Breakdown Structure.

2. Drawings					
apply to the	contract.				
Revision	Title				
	apply to the Revision				

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
	12/2019	yes
	12/2019	yes
		yes
	2018	yes
	12/2019	yes
	V9 - Aug 2018	
	(Masters- Williams, 2001)	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*.

4.1. Operations and access;

The *Contractor* shall obtain all consents, permits and approvals required for the *works* to be undertaken.

All works shall be planned and carried out in agreement with the *Client's* operations team and in accordance with any constraints, including:

- The Contractor shall not commence any work on the site until the Client, or their representative, has accepted the Construction Phase Plan and RAMS ahead of each project in this contract. Acceptance will be by way of a written communication from the Client confirming the Contractor may take possession of the site from the agreed starting date.
- 2. The *Contractor* is responsible for the security of the *works* at the site and is the interface between any visitors and the site operation.
- The Contractor shall follow the relevant pollution prevention guidance (e.g., CIRIA Guidance: Control of water pollution from construction sites. Guidance for consultants and Contractors (C532D) (Master-Williams, 2001)
- 4. Constraints imposed to meet requirements of Others (e.g. Waterways/Navigation, Nat England, etc.).
- 5. The Contractor shall not let any person enter the Confined Spaces unauthorised.
- 6. The Contractor shall not dispose any hazardous waste including silts on site.
- The site shall only be used for the works intended.

4.2. Environment and Heritage:

The *Contractor* shall consult *Client* on all activities to be undertaken in accordance with their recommendations.

Contractor's ecologist shall survey the area for any potential hazard prior to starting on site

The Contractor shall comply with all relevant legislation regarding the protection of biodiversity

The Contractor shall notify the relevant enforcing authority and take steps to prevent the damage if Contractor activities pose an imminent threat to the environment and habitat. If the Contractor's activities cause actual environmental damage, the Contractor must take remedial action to repair the damage.

All environmental incidents and near misses shall be notified to the Client.

4.3. Health and Safety;

Maintaining Health and safety at work is an absolute priority for the *Client*. The *Client* expects all works to be undertaken on-site in line with their Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP).

The Contractor shall;

- promote and adopt safe working practices for their own activities and Sub-Contractors
 working for them and shall, in consultation with the Client, deliver the works with due regard
 for health and safety in their performance with regard to the public and anyone else
 concerned.
- 2. demonstrate that they have followed the principles of hazard identification, elimination and management in their *works*.
- 3. report to the *Client* any near miss, hazard or accident that happens during the delivery of the *works*, in addition to any statutory body such as the HSE.
- 4. report to the *Client* any brilliant safety behaviours highlighted during the delivery of the services.

4.4. 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 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 showing the critical path, proposed order and timing to undertake the *works* and proposed plant and labour resources) the following:

- (a) All dates for gaining all permissions, approvals, consents and permits needed to deliver the project
- (b) Period required for mobilisation/ planning & post contract award
- (c) Starting date
- (d) Each of the activities listed within the Price List
- (e) All key activities required to deliver the services shall be identified on the Programme
- (f) Any key third party interfaces: lead in periods for materials and sub-Contractors; time required to obtain consents or permits; stated constraints; Contractor's risks.
- (g) Completion Date and handover dates.

(h) Submission date of the CCTV Files and reports

The programme shall be updated and submitted to the *Client* on a monthly basis to support each payment application to confirm *works* complete to that assessment date. Any early warning or Compensation Event that impacts on the Completion Date shall be supported by an updated programme.

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	
Previous Surveys & Drawings on SharePoint or Similar online file storage and sharing platform		
Initial induction to be arranged to enable access to the Client's sites		
Statutory Notices of Entry for all private land within the site (if necessary)	At least seven days before the possession dates	
Landowner contact information however, it is the <i>Contractor's</i> responsibility to contact landowners and arrange letter drops to residents where required		

Site Information

Excel File - Site Specific Pack 2021-22 W&N CCTV Surveys (attached in Appendix A)

Excel File - Site Specific Pack 2021-22 LNA CCTV Surveys Witham (attached in Appendix B)

Zip File – Site Specific Pack Part 2, including previous reports and plans W&N (attached in Appendix C)

Zip File – Site Specific Pack Part 2, including location plans & photographs Witham (attached in Appendix D)

Data and information management and intellectual property rights

All of the data listed as being supplied to the *Contractor* as part of this study remains the Intellectual Property (IP) of the *Client*.

Proposed sub-contractors			
	Name and address of proposed sub-contractor	Nature and extent of work	
1.			
2.			
2.			
	Form of Contract:		
3.			
	Form of Contract:		
4.			
	Form of Contract:		