

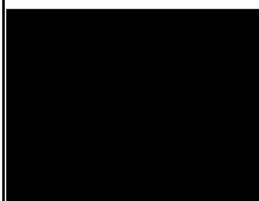
EC4 Engineering and Construction

Short Contract

FCRM Operational Framework – East Anglia Hub

A contract between

The Environment Agency



And

Breheny Civil Engineering Ltd

For

Suffolk Estuaries Bank Repairs- Phase 1

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		
Address for electronic communications		
The <i>works</i> are	Undertake flood wall repair works at River Blyth and River Alde estuaries	
The <i>site</i> are	1) Reydon Marshes wall, IP18 6SF, Suffolk 2) Woodsend Marshes and Buss Creek West wall, IP18 6TA, Suffolk 3) Aldeburgh Town Marshes wall, IP15 5NA, Suffolk	
The <i>starting date</i> is	1 st August 2021	
The <i>completion date</i> is	30 th November 2021	
The <i>delay damages</i> are		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 *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.
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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	£100,000
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The <i>Client</i> provides this insurance	None
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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 <i>works</i> , 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 <i>works</i>	Minimum £5,000,000 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 <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: The <i>works</i> are affected by any one of the following events <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

	<ul style="list-style-type: none"> • 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
Z7.2	<p>Additional Compensation Event COVID-19</p> <p>Managing and mitigating the impact of Covid 19 and work in accordance with Public Health England guidance, as may vary from time to time, from 1st April to 30th June 2021.</p>

Contract Data

The *Contractor's* Contract Data

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

[REDACTED]

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

[REDACTED]

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

Signed on behalf of the *Client*

Name

[REDACTED]

Position

[REDACTED]

Signature

[REDACTED]

Date

[REDACTED]

Price List

Item Number	Description	Unit	Quantity	Rate	Price
1.0	Wall repair works as per Defect Schedule 1: Woodsend Marshes & Busscreek West	Sum			
2.0	Wall repair works as per Defect Schedule 2: Reydon Marshes	Sum			
3.0	Wall repair works as per Defect Schedule 3: Aldeburgh Town Marshes	Sum			
4.0	Supply of data for H&S file including AS-BUILT drawings (CAD and Pdf) for above 3 sites	Sum			
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.

Scope

Reinstatement of failed/ damaged sections of the embankment with like for like repairs comprising re-profiling the front face, rip rap, recycled Essex blocks from the works, sheet piles patch works etc. and undertake all necessary temporary works.

1. Description of the *works*

The *Contractor* is required to repair approximately 300m section of the wall at different locations as shown in associated drawings. The key outputs the *Contractor* will deliver are as follows:

- Filling bank crest with imported clay and type 1 materials
- Repairing holed/ perforated sheet piles
- Removing of loose sealant, re-grading & filling with lean mix concrete, re-laying concrete blocks/Essex, resealing with concrete grout
- Re-profiling the front face, placing the rock rolls and in-fill with clay & topsoil.
- The *Contractor* is required to liaise with the *Client* regarding any alterations to the original design. *Contractor* to supply As-Built drawing where design alterations have been mutually agreed and provide materials data sheet for the H&S file.
- *Contractor* to manage all public/plant interfaces and ensure access is safe for the public at all times as shown on our Typical Footpath Diversion Plan or similar approved.
- *Contractor* is expected to remove all waste generated from the work and dispose of this at a licensed waste facility.
- *Contractor* is to reinstate all works areas and access tracks where back to their original condition. (Photo survey required before and after).
- The *Contractor* is to follow current government guidelines on COVID 19.
- The intention is to let all three work packages simultaneously. Add an item to the price list should the *Client* need to omit a package for operational or governance reasons.

2. Drawings

Drawing Number	Revision	Title
FR03S122/SWS005/300/001	0	Access & Hazard map- Woodsend, Busscreek & Reydon Marshes Wall
FR03S122/SWS005/300/002	0	Access & Hazard map- Aldeburgh Town Marshes Wall
ENV6004332R-JAC-ZZ-310-DR-Z-0001	P02.1	Woodsend Marshes Plan
ENV6004332R-JAC-ZZ-309-DR-Z-0001	P02.1	Reydon Marshes Plan
ENV6004332R-JAC-ZZ-308-DR-Z-0001	P02.1	Aldeburgh Town Marshes Plan
ENV6004332R-JAC-ZZ-DR-Z-0001	P02.1	Typical Repair Details
ENV6004332R-JAC-ZZ-DR-Z-0002	P02.1	Typical Repair Details
-	0	Typical Footpath Diversion Plan

3. Specifications

Title	Date or Revision	Tick if publicly available
Minimum Technical Requirements	V9, 29/08/2018	No
CESWI	7	Yes
Appendix A1 – Lot 1 Specification Supplementary Clauses	V1, 17/07/2018	No
Defect Schedule 1: Woodsend Marshes & Busscreek West	ENV6004332R-JAC-ZZ-310-SC-Z-0001	No
Defect Schedule 2: Reydon Marshes	ENV6004332R-JAC-ZZ 309-SC Z-0001	No
Defect Schedule 3: Aldeburgh Town Marshes	ENV6004332R-JAC-ZZ-308-SC-Z-0001	No
Designers Risk Analysis	ENV6004332R-JAC-ZZ-ZZ-RA-Z-0001	No
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes

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

Access route is a narrow track/road with limited width capacity or via pontoon and the adjacent river

Livestock is on occasions moved over the access routes

An active public footpath is present on top of the bank.

Works to be carried out within the tidal range

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

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

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

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

Item	Date by which it will be provided
Ecological Consents from EA and NE	02/08/2021
Landowner contact details	02/08/2021
Public Footpath Closure	02/08/2021
Consent from Suffolk Wild Life Trust	02/08/2021
Asbestos Bulk Sample test results	02/08/2021

Site Information

Access & Hazard Maps

Pre-construction Information

Site Photographs

UXO maps for Aldeburgh, Reydon and Woodsend & Busscreek wall

H&S Files for Aldeburgh & Reydon Wall

Utilities search information for Aldeburgh, Reydon and Woodsend & Busscreek wall

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:	