

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – SE Hub

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And

Breheny Civil Engineering Ltd

For

Packages of work at Thames and Wey cross river ducting and associated infra structure work at the following sites: Weybridge, Walton and Windsor.

Package 2 – Unscoped work to be added as CE:
Reading Bridge USGS
Sutton Courtenay USGS
Farmoor USGS

Contract Forms

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

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Kings Meadow House, Kings Meadow Road, Reading, Berkshire. RG1 8DQ	
Address for electronic communications	defra.bravosolution.co.uk	
The <i>works</i> are	Digging trenches, installation of cables through new ducts.	
The <i>site</i> is	<u>Weybridge</u>: Postcode KT13 8XX NGR TQ0684064839 <u>Walton</u>: Postcode KT12 2PF NGR TQ0996167037 <u>Windsor</u>: Postcode: SL3 9BR NGR SU9804077240	
The <i>starting date</i> is	08/03/2021	
The <i>completion date</i> is	31/03/2021	
The <i>delay damages</i> are	Not used	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.

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 £100K

The *Client* 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: 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.
Z7.2	<p>Additional Compensation Event COVID-19</p> <p>Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, from 1st November 2020 to 31st March 2021.</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		
category of person	unit	rate
The <i>published list of Equipment</i> is		
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

■■■■■■■■■■

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

■■■■■■■■■■

Position

EA SE Framework Manager

Signature

■■■■■■■■■■

Date

01.03.21

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

Signed on behalf of the *Client*

Name

■■■■■■■■■■■■■■■■■■■■

Position

Senior Commercial Officer

Signature

■■■■■■■■■■■■■■■■■■■■

Date	09.03.21

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	Preliminaries and supervision	1	Item		██████
2	Mobilisation and establishment of works and reinstatement on completion	1	Item		██████
3	All surplus wastes generated by the works to be disposed of off-site in accordance with the current Waste Management Regulations.	1	Sum		Included
4	Preparation of 'as built' drawings and provision of information to the Principal Designer to compile the Health and Safety File (including information on materials used and maintenance).	1	Item		Included

Weybridge

1	Digging a 15mx1.2mx600mm trench across the river channel using an excavator afloat	1	Item		██████
2	Installation of new cross river ducting surrounded by duct weights to hold in position.	1	Item		██████
3	The installation of one 110mm ducts across the river	1	Item		██████
4	The installation 100mm ducts under the suspended walkway	1	Item		██████
5	The installation of a cable inspection chamber	1	Item		██████
6	The installation of a 9mm pvc board to the in-pan of existing sheet pile	1	Item		██████
7	The removal remove redundant/obsolete junction box under near bank manhole	1	Item		██████
8	Run telemetry cables through all new ducts	1	Item		██████
9	Act as CDM Principal Contractor	1	Item		██████
Walton					
1	Digging a 65mx1.2mx600mm trench across the river channel using an excavator afloat	1	Item		██████
2	Installation of new cross-river ducting surrounded by duct weights to hold in position.	1	Item		██████
3	Digging a 65mx1.2mx600mm trench between the far bank instrumentation piles using an excavator afloat	1	Item		██████
4	Bring up ducting within capping beam hatch on right bank	1	Item		██████
5	Bring up ducting in sheet pile in pan on left bank	1	Item		██████
6	Run cables and make connections for telemetry equipment	1	Item		██████
7	Act as CDM Principal Contractor	1	Item		██████
Windsor					
1	Digging a 61mx1.2mx600mm trench across the river channel using an excavator afloat	1	Item		██████
2	Installation of new cross-river ducting surrounded by duct weights to hold in position.	1	Item		██████
3	Bring up ducting within capping beam hatch on right bank	1	Item		██████

4	Install new lockable hatch with hinge on right bank within Home Park (Windsor Castle) to replace existing failed steel cover	1	Item		██████
5	Bring up ducting in sheet pile in pan on left bank Windsor Road bank	1	Item		██████
6	Install new river level sensor concrete pad dimensions to be 500mmx 500mm 250mm on left bank Windsor Road Bank	1	Item		██████
7	Install anti climb fencing around monitoring equipment on the Windsor Road bank	1	Item		██████
8	Run cables and make connections for telemetry equipment	1	Item		██████
9	Act as CDM Principal Contractor	1	Item		██████
The total of the Prices				242,565.00	

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

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

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.

BACKGROUND

The flow gauges at the following sites are Hydrometry and Telemetry assets, which are used to regulate abstraction licenses on The River Thames and Wey. They are essential for drinking water in London. They are also essential for the operation of the Jubilee River flood defence structure. The flow model used by the Thames Barrier to allow educated operation, temporary defences and local flood warnings in addition to this the sites are used in European climate change modelling.

The equipment currently utilised at these sites is obsolete and failed or very near failing. The *Contractor* is to install new infrastructure to allow the installation of new and resilient equipment.

The Environment Agency's Hydrometry and Telemetry team have identified the need for the following works at 3 locations to be carried out:

Weybridge

The works are as follows :

- Digging a 15mx1.2mx600mm trench across the river channel using an excavator afloat
- Installation of new cross-river ducting surrounded by duct weights to hold in position.
- The installation of one 110mm ducts across the river
- The installation 100mm ducts under the suspended walkway
- The installation of a cable inspection chamber
- The installation of a 9mm pvc board to the in-pan of existing sheet pile
- The removal remove redundant/obsolete junction box under near bank manhole
- Run telemetry cables through all new ducts
- Act as CDM Principal contractor

Walton

The works include:

- Digging a 65mx1.2mx600mm trench across the river channel using an excavator afloat
- Installation of new cross-river ducting surrounded by duct weights to hold in position.
- Digging a 65mx1.2mx600mm trench between the far bank instrumentation piles using an excavator afloat
- Bring up ducting within capping beam hatch on right bank
- Bring up ducting in sheet pile in pan on left bank
- Run cables and make connections for telemetry equipment
- Act as CDM principal contractor

Windsor

The works include:

- Digging a 61mx1.2mx600mm trench across the river channel using an excavator afloat
- Installation of new cross-river ducting surrounded by duct weights to hold in position.
- Bring up ducting within capping beam hatch on right bank
- Install new lockable hatch with hinge on right bank within Home Park (Windsor Castle) to replace existing failed steel cover
- Bring up ducting in sheet pile in pan on left bank Windsor Road bank

- Install new river level sensor concrete pad dimensions to be 500mmx 500mm 250mm on left bank Windsor Road Bank
- Install anti climb fencing around monitoring equipment on the Windsor Road bank
- Run cables and make connections for telemetry equipment
- Act as CDM principal contractor

The *Contractor*, as Operator, will in accordance with clause Z2.2 be required to sign and pay for the Flood Risk Activity Permit (FRAP). The *Contractor* will need to prepare and submit the FRAP application within a week of Contract Award to enable works to start on site in line with the timescales set out in Section 5 of this Contract.

The *Contractor* must produce a Site Waste Management Plan (SWMP). The *Contractor* is to allow for the cost associated with waste not suitable for reuse within the permanent works. This must be disposed of off-site in accordance with the site specific Site Waste Management Plan (SWMP) and the current Waste Management Regulations.

2. Drawings

List the drawings that apply to the contract.

<u>Weybridge</u>		
Drawing Number	Revision	Title
ENG11034-01	1	As builds

REV1 Far bank Junction box detail elevation	1		
REV1 Far bank Junction box detail Plan	1		
J00770	1	Topographical survey	
Location Map			
Location Map 1			
<u>Walton</u>			
Duct Layout Sketch	1		
<u>Windsor</u>			
ENG11161	1		
J00724	1		
P190813	1		
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
4. Constraints on how the <i>Contractor</i> 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 <i>Client</i>.			
<p>The works are limited to time as we have river closures:</p> <p>Windsor: 8/3/21-12/3/21</p> <p>Walton: 22/3/21-25/3/21</p> <p>Weybridge 25/03/21-31/03/21</p>			
Working times			
The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)			

5. Requirements for the programme

The *Contractor* must submit a programme with the *Contractor's* Offer for acceptance. The *Contractor* must show for programme submitted for acceptance (in form of a Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed equipment and labour resources) the following:

- a) Period required for mobilisation
- b) Construction starting date
- c) Each of the activities listed within the Price List/Scope
- d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents e.g. FRAP/waste permits;
- e) Completion date
- f) Anything required from the *Client*

Following contract award, a programme is to be submitted for acceptance by the *Client*

- Please note the river closure dates listed in section 4.

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
Not applicable	

Site Information

Weybridge: Postcode KT13 8XX NGR TQ0684064839

Walton: Postcode KT12 2PF NGR TQ0996167037

Windsor: Postcode: SL3 9BR NGR SU9804077240

The Pre-Construction Information (PCI) for each site will be provided at contract award.

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:	