

DATED

**FRAMEWORK AGREEMENT FOR THE PROVISION OF PLANNED AND
RESPONSIVE FLOOD DEFENCE WORKS ACROSS THE LOCAL AUTHORITY
DISTRICTS OF WEST OXFORDSHIRE, THE COTSWOLDS AND THE FOREST
OF DEAN**

between

COTSWOLD DISTRICT COUNCIL

and

[CONTRACTOR]

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THIS AGREEMENT is dated [DATE]

2016

PARTIES

- (1) COTSWOLD DISTRICT COUNCIL of Trinity Road, Cirencester, Gloucestershire, GL7 1PX (**Authority**).
- (2) [FULL COMPANY NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Contractor**).

BACKGROUND

- (A) The Contractor is experienced in the provision of planned and responsive flood defence work.
- (B) Following receipt of expressions of interest, the Authority invited potential contractors (including the Contractor) to tender for the provision of planned and responsive flood defence works across the local authority districts of West Oxfordshire, the Cotswolds and the Forest of Dean.
- (C) On the basis of the Contractor's Tender, the Authority selected the Contractor to enter a framework agreement to carry out works for those Customers who place Orders for Lots in accordance with this Framework Agreement.
- (D) This Framework Agreement sets out the procedure for ordering Works, the main terms and conditions for the provision of the Works and the obligations of the Contractor under this Framework Agreement.
- (E) It is the Parties' intention that Customers have no obligation to place Orders with the Contractor under this Framework Agreement or at all.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this Framework Agreement.

Approval: means the prior written approval of the Authority.

Audit: means an audit carried out pursuant to clause 10.

Auditor: means the National Audit Office or an auditor appointed by the Authority as the context requires.

Authorised Representative: means the persons respectively designated as such by the Authority and the Contractor, the first such persons being set out in clause 28.

Award Criteria: means the Standard Works Award Criteria and/or the Competed Works Award Criteria as the context requires.

Call-off Terms and Conditions: means the terms and conditions in Schedule 5.

Change of Control: means a change of control within the meaning of section 1124 of the Corporation Tax Act 2010.

Commencement Date: means [DATE].

Competed Works: means the works in Lots 3, 4 and 5 as set out in Part 1 of Schedule 1

Competed Works Award Criteria: means the award criteria to be applied to Supplemental Tenders received through mini-competitions held for the award of Contracts for Competed Works as set out in Schedule 2 and the Order Form.

Complaint: means any formal complaint raised by any Customer in relation to the performance under the Framework Agreement or any Contract in accordance with clause 18.

Confidential Information: means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Contractor, including intellectual property rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential.

Contract: means a legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Works made between a Customer and the Contractor comprising an Order Form, its appendices, and the Call-off Terms and Conditions (as may be amended pursuant to clause **Error! Reference source not found.**).

Contractor's Lots: means the lots to which the Contractor has been appointed under this Framework Agreement as set out in Schedule 1

Customer: means the Authority, Forest of Dean District Council of Council Offices, Coleford, Gloucestershire, GL16 8HG and West Oxfordshire District Council of Council Offices, Woodgreen, Witney, Oxfordshire, OX28 1NB.

Default: means any breach of the obligations of the relevant Party under a Contract (including fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other.

Data Protection Legislation: means the Data Protection Act 1998 (DPA), the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

Environmental Information Regulations: mean the Environmental Information Regulations 2004 (*SI 2004/3391*) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Framework Agreement: means this agreement and all Schedules to this agreement.

Framework Agreement Variation Procedure: means the procedure set out in Schedule 7.

Framework Providers: means the Contractor and other contractors appointed as framework providers under this Framework Agreement.

Framework Year: means a period of 12 months, commencing on the Commencement Date.

Information: has the meaning given under section 84 of the FOIA.

Intellectual Property Rights: means patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including the United Kingdom) and the right to sue for passing off.

Law: means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.

Lots: means the Works divided into lots as set out in *Part 2* of Schedule 1.

Management Information: means the management information specified in Schedule 6.

Month: means a calendar month.

Order: means an order for Works sent by any Customer to the Contractor in accordance with the award procedures in *clause 4*.

Order Form: means a document setting out details of an Order in the form set out in Schedule 4 or as otherwise agreed in accordance with clause **Error! Reference source not found.**

Other Contracting Bodies: means all Customers except the Authority.

Parent Company: means any company which is the ultimate Holding Company of the Contractor and which is either responsible directly or indirectly for the business activities of the Contractor or which is engaged in the same or similar business to the Contractor. **Holding Company** shall have the meaning ascribed by section 1159 of the Companies Act 2006 or any statutory re-enactment or amendment thereto.

Party: means the Authority and/or the Contractor.

Pricing Matrices: means the pricing matrices set out in Schedule 3.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Framework Agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010;
 - (ii) under legislation creating offences concerning fraudulent acts;
 - (iii) at common law concerning fraudulent acts relating to this Framework Agreement or any other contract with the Authority; or
- (d) defrauding, attempting to defraud or conspiring to defraud the Authority.

Regulatory Bodies: means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Framework Agreement or any other affairs of the Authority.

Requests for Information: means a request for information or an apparent request under the FOIA or the Environmental Information Regulations.

Staff: means all persons employed by the Contractor together with the Contractor's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Framework Agreement or Contracts.

Standard Works: means the works in Lots 1 and 2 as set out in Part 1 of Schedule 1

Standard Works Award Criteria: means the award criteria to be applied for the award of Contracts for Standard Works as set out in Schedule 2

Subcontract: any contract between the Contractor and a third party pursuant to which the Contractor agrees to source the provision of any of the Works from that third party.

Subcontractor: the contractors or service providers that enter into a Subcontract with the Contractor.

Supplemental Tender: means the documents submitted to a Customer in response to the Customer's invitation to Framework Providers for formal offers to supply it with Competed Works.

Tender: means the tender submitted by the Contractor to the Authority on [DATE].

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Term: means the period commencing on the Commencement Date and ending on [DATE] 2019 or on earlier termination of this Framework Agreement.

Termination Date: means the date of expiry or termination of this Framework Agreement.

Working Days: means any day other than a Saturday, Sunday or public holiday in England and Wales.

Works: means the planned and responsive flood defence works detailed in Schedule 1.

Year: means a calendar year.

1.2 The interpretation and construction of this Framework Agreement shall all be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- (d) references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (f) headings are included in this Framework Agreement for ease of reference only and shall not affect the interpretation or construction of this Framework Agreement;
- (g) the Schedules form part of this Framework Agreement and shall have effect as if set out in full in the body of this Framework Agreement and any reference to this Framework Agreement shall include the Schedules;
- (h) references in this Framework Agreement to any clause or sub-clause or Schedule without further designation shall be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered;
- (i) references in this Framework Agreement to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered; and

- (j) reference to a clause is a reference to the whole of that clause unless stated otherwise.

PART ONE: FRAMEWORK ARRANGEMENTS AND AWARD PROCEDURE

2. TERM OF FRAMEWORK AGREEMENT

The Framework Agreement shall take effect on the Commencement Date and (unless it is terminated in accordance with the terms of this Framework Agreement or is otherwise lawfully terminated) shall terminate at the end of the Term.

3. SCOPE OF FRAMEWORK AGREEMENT

3.1 This Framework Agreement governs the relationship between the Authority and the Contractor in respect of the provision of the Works by the Contractor to Customers.

3.2 The Authority appoints the Contractor as a Framework Provider of the Works and the Contractor shall be eligible to receive Orders for such Works from Customers during the Term.

3.3 Customers may at their absolute discretion and from time to time order Works from the Contractor in accordance with the ordering procedure set out in clause 4 during the Term. The Parties acknowledge and agree that the Other Contracting Bodies have the right to order Works pursuant to this Framework Agreement provided that they comply at all times with the ordering procedure in *clause Error! Reference source not found.*

3.4 If and to the extent that any Works under this Framework Agreement are required each and every Customer shall:

- (a) enter into a contract with the Contractor for these Works materially in accordance with the terms of the Contract; and
- (b) comply with the ordering procedure in *clause 4*.

3.5 The Contractor acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Customer for the Works and that the Customer is at all times entitled to enter into other contracts and arrangements with other suppliers for the provision of any or all works which are the same as or similar to the Works.

3.6 The Authority shall not in any circumstances be liable to the Contractor or any Other Contracting Body for payment or otherwise in respect of any Works provided by the Contractor to any Other Contracting Body.

4. AWARD PROCEDURES

Awards under the Framework Agreement

4.1 If a Customer decides to source Works through the Framework Agreement then it may:

(a) satisfy its requirements for the Standard Works by awarding a Contract in accordance with the terms laid down in this Framework Agreement without re-opening competition; or

(b) satisfy its requirements for Competed Works by awarding a Contract following a mini-competition conducted in accordance with the requirements of clause 4.3.

Standard Works (awards without re-opening competition)

4.2 Any Customer ordering Standard Works under the Framework Agreement without re-opening competition shall:

(a) identify the relevant Lot which its Standard Works requirements fall into;

(b) send an Order to the Framework Provider ranked highest following the evaluation of its Tender as set out in Schedule 2;

(c) if the Framework Provider who was ranked highest is not able to provide the Works, send an Order to the Framework Provider ranked next highest;

(d) repeat the process set out in clause 4.2(c) until the Order is fulfilled or there are no further Framework Providers qualified to fulfil it.

Competed Works (awards following mini-competitions)

4.3 Any Customer ordering Competed Works under the Framework Agreement shall:

(a) identify the relevant Lot(s) that its Competed Works requirements fall into;

(b) identify the Framework Providers capable of performing the Contract for the Competed Works requirements;

(c) invite tenders by conducting a mini-competition for its Competed Works requirements and shall:

(i) consult in writing the Framework Providers capable of performing the Contract for the Competed Works requirements and invite them within a specified time limit to submit a Supplemental Tender;

(ii) set a time limit for the receipt by it of the Supplemental Tenders which takes into account factors such as the complexity of the subject matter of the Contract and the time needed to submit tenders; and

(iii) keep each Supplemental Tender confidential until the expiry of the time limit for the receipt by it of the Supplemental Tenders;

(d) apply the Competed Works Award Criteria to any compliant Supplemental Tenders submitted through the mini-competition; and

(e) subject to clause 4.5 place an Order with the successful Framework Provider.

4.4 The Supplier agrees that all Supplemental Tenders submitted by the Supplier in relation to a mini-competition held pursuant to this clause 4 shall remain open for acceptance for 30 days (or such other period specified in the invitation to tender issued by the relevant Customer in accordance with this clause 4).

4.5 Notwithstanding the fact that the Customer has followed the procedure set out above for Competed Works, the Customer may cancel, postpone, delay or end the procedure without placing an Order for Works or awarding a Contract. Nothing in this Framework Agreement shall oblige any Customer to place any Order for Works.

Responsibility for awards

4.6 The Supplier acknowledges that each Customer is independently responsible for the conduct of its award of Contracts under the Framework Agreement and that the Authority is not responsible or accountable for and shall have no liability whatsoever in relation to:

(a) the conduct of Other Contracting Bodies in relation to the Framework Agreement; or

(b) the performance or non-performance of any Contracts between the Supplier and Other Contracting Bodies entered into pursuant to the Framework Agreement.

Form of Order

4.7 Subject to clause 4.1 to clause 4.6 above, each Customer may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Supplier including systems of ordering involving fax, e-mail or other online solutions.

Accepting and declining Orders

4.8 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period determined by the relevant Customer and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed three Working Days) acknowledge receipt of the Order and either:

(a) notify the Customer in writing and with detailed reasons that it is unable to fulfil the Order; or

(b) notify the relevant Customer that it is able to fulfil the Order by signing and returning the Order Form.

4.9 If the Supplier:

(a) notifies the Customer that it is unable to fulfil an Order; or

(b) the time limit referred to in clause 4.8 has expired;

then the Order shall lapse and the relevant Customer may then send that Order to another Framework Provider in accordance with the procedure set out in clause 4.2(d).

4.10 If the Supplier modifies or imposes conditions on the fulfilment of an Order, then the Customer may either:

(a) reissue the Order incorporating the modifications or conditions; or

(b) treat the Supplier's response as notification of its inability to fulfil the Order and the provisions of clause 4.9 shall apply.

4.11 The Parties acknowledge and agree that the placement of an Order is an "invitation to treat" by the Customer. Accordingly, the Supplier shall sign and return the Order Form which shall constitute its offer to the Customer. The Customer shall signal its acceptance of the Supplier's offer and the formation of a Contract by counter-signing the Order Form.

5. CONTRACT PERFORMANCE AND PRECEDENCE OF DOCUMENTS

5.1 The Contractor shall perform all Contracts entered into with a Customer in accordance with:

(a) the requirements of this Framework Agreement; and

(b) the terms and conditions of the respective Contracts.

5.2 In the event of, and only to the extent of, any conflict or inconsistency between the terms and conditions of this Framework Agreement and the terms and conditions of a Contract, such conflict or inconsistency shall be resolved according to the following order of priority:

(a) the clauses of the Contract;

(b) the Order Form except Appendices B (Contractor's Tender) and C (Supplemental Tender) to the Order Form;

(c) the terms of the Framework Agreement, the Schedules to the Framework Agreement and the appendices to the Order Form, except Schedule 1, part 2, Appendix B (the Contractor's Tender), and Appendix C to the Order Form (Supplemental Tender);

- (d) any other document referred to in the clauses of the Contract; and
- (e) Schedule 1, part 2 of the Framework Agreement and Appendix B to the Order Form (the Contractor's Tender), and Appendix C to the Order Form (Supplemental Tender).

6. PRICES FOR WORKS

- 6.1 The prices offered by the Supplier for Contracts to Customers for Standard Works shall be the prices listed in the Pricing Matrix for the relevant Lot and such prices shall be adjusted annually in accordance with the provisions of Schedule 3.
- 6.2 The prices offered by the Supplier for Contracts to Customers for Competed Works shall be based on the prices set out in the Pricing Matrices and tendered in accordance with the requirements of the mini-competition held pursuant to clause 4.

CONTRACTOR'S GENERAL FRAMEWORK OBLIGATIONS

7. WARRANTIES AND REPRESENTATIONS

The Contractor warrants and represents to the Authority and to each of the Other Contracting Bodies that:

- (a) it has full capacity and authority and all necessary consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Framework Agreement;
- (b) this Framework Agreement is executed by a duly authorised representative of the Contractor;
- (c) in entering into this Framework Agreement or any Contract it has not committed any Prohibited Act;
- (d) as at the Commencement Date, all information, statements and representations contained in the Tender are true, accurate and not misleading save as may have been specifically disclosed in writing to the Authority before the execution of this Framework Agreement and it will promptly advise the Authority of any fact, matter or circumstance of which it may become aware during the Term that would render any such information, statement or representation to be false or misleading;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets that will or might affect its ability to perform its obligations under this Framework Agreement and any Contract which may be entered into with the Authority or Other Contracting Bodies;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have an effect on its ability to perform its obligations under this Framework Agreement and any Contract; and

- (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue.

8. WORKS PRE-REQUISITES

The Contractor shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Contract.

CONTRACTOR'S INFORMATION OBLIGATIONS

9. REPORTING AND MEETINGS

- 9.1 The Contractor shall submit Management Information to the Authority in the form set out in Schedule 6 throughout the Term [on the last day of every Month and thereafter in respect of any Contract entered into with any Customer].
- 9.2 The Authorised Representatives shall meet in accordance with the details set out in Schedule 6 and the Contractor shall, at each meeting, present its previously circulated Management Information in the format set out in that Schedule.
- 9.3 The Authority may share the Management Information supplied by the Contractor with any Other Contracting Body.
- 9.4 The Authority may make changes to the nature of the Management Information that the Contractor is required to supply and shall give the Contractor at least one month's written notice of any changes.

10. RECORDS AND AUDIT ACCESS

- 10.1 The Contractor shall keep and maintain until six years after the date of termination or expiry (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Works provided under it, the Contracts entered into with Customers and the amounts paid by each Customer.
- 10.2 The Contractor shall keep the records and accounts referred to in clause 10.1 above in accordance with good accountancy practice.
- 10.3 The Contractor shall afford the Authority or the Auditor (or both) such access to such records and accounts as may be required from time to time.

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- 10.4 The Contractor shall provide such records and accounts (together with copies of the Contractor's published accounts) during the Term and for a period of six years after expiry of the Term to the Authority (or relevant Customer) and the Auditor.
- 10.5 The Authority shall use reasonable endeavours to ensure that the conduct of each Audit does not unreasonably disrupt the Contractor or delay the provision of the Works pursuant to the Contracts, save insofar as the Contractor accepts and acknowledges that control over the conduct of Audits carried out by the Auditor is outside of the control of the Authority.
- 10.6 Subject to the Authority's rights of confidentiality, the Contractor shall on demand provide the Auditor with all reasonable co-operation and assistance in relation to each Audit, including:
- (a) all information requested by the Auditor within the scope of the Audit;
 - (b) reasonable access to sites controlled by the Contractor and to equipment used in the provision of the Works; and
 - (c) access to the Staff.
- 10.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 10, unless the Audit reveals a Material Default by the Contractor in which case the Contractor shall reimburse the Authority for the Authority's reasonable costs incurred in relation to the Audit.

11. CONFIDENTIALITY

- 11.1 Subject to clause 11.2, the Parties shall keep confidential the Confidential Information of the other Party and shall use all reasonable endeavours to prevent their representatives from making any disclosure to any person of any matters relating hereto.
- 11.2 Clause 11.1 shall not apply to any disclosure of information:
- (a) required by any applicable law, provided that Clause 13.2 shall apply to any disclosures required under the FOIA or the Environmental Information Regulations;
 - (b) that is reasonably required by persons engaged by a Party in the performance of that Party's obligations under this Framework Agreement;
 - (c) that is reasonably required by Other Contracting Bodies;
 - (d) where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 11.1;

- (e) by the Authority of any document to which it is a party and which the Parties to this Framework Agreement have agreed contains no Confidential Information;
- (f) to enable a determination to be made under clause 19;
- (g) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party, and the disclosing party is not under any obligation of confidence in respect of that information;
- (h) by the Authority to any other department, office or agency of the government, provided that the Authority informs the recipient of any duty of confidence owed in respect of the information; and
- (i) by the Authority relating to this Framework Agreement and in respect of which the Contractor has given its prior written consent to disclosure.

12. DATA PROTECTION

- 12.1 The Contractor shall (and shall procure that any of its Contractor's Personnel involved in the provision of the agreement shall) comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA, which arise in connection with the agreement.
- 12.2 Notwithstanding the general obligation in clause 12.1, where the Contractor is processing Personal Data as a Data Processor for the Authority, the Contractor shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data (and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and
- (a) provide the Authority with such information as the Authority may reasonably require to satisfy itself that the Contractor is complying with its obligations under the DPA;
 - (b) promptly notify the Authority of any breach of the security measures required to be put in place pursuant to clause 12.2; and
 - (c) ensure it does not knowingly or negligently do or omit to do anything which places the Authority in breach of the Authority's obligations under the DPA.

13. FREEDOM OF INFORMATION

- 13.1 The Contractor acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Contractor shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;

- (b) transfer to the Authority all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Authority.

13.2 The Contractor acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Contractor. The Authority shall take reasonable steps to notify the Contractor of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Authority shall be responsible for determining in its absolute discretion whether any Confidential Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

14. PUBLICITY

14.1 Unless otherwise directed by the Authority, the Contractor shall not make any press announcements or publicise this Framework Agreement in any way without the Authority's prior written consent.

14.2 The Authority shall be entitled to publicise this Framework Agreement in accordance with any legal obligation on the Authority, including any examination of this Framework Agreement by the Auditor or otherwise.

14.3 The Contractor shall not do anything that may damage the reputation of the Authority or bring the Authority into disrepute.

FRAMEWORK AGREEMENT TERMINATION AND SUSPENSION

15. TERMINATION

Termination on Default

15.1 The Authority may terminate the Framework Agreement by serving written notice on the Contractor with effect from the date specified in such notice:

- (a) where the Contractor commits a material breach and:
 - (i) the Contractor has not remedied the material breach to the satisfaction of the Authority within 20 Working Days, or such other

period as may be specified by the Authority, after issue of a written notice specifying the material breach and requesting it to be remedied; or

- (ii) the material breach is not, in the reasonable opinion of the Authority, capable of remedy; or
- (b) where any Customer terminates a Contract awarded to the Contractor under this Framework Agreement as a consequence of a material breach by the Contractor;
- (c) any warranty given by the Contractor in clause 7 of this agreement is found to be untrue or misleading;
- (d) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

Termination on insolvency and Change of Control

15.2 Without affecting any other right or remedy available to it, the Authority may terminate this agreement with immediate effect by giving written notice to the Contractor if:

- (a) the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of Contractor with one or more other companies or the solvent reconstruction of the Contractor;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of the Contractor;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor (being a company);

- (e) the holder of a qualifying floating charge over the assets of the Contractor (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;
- (g) the Contractor (being an individual) is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2(a) to clause 15.2(h) (inclusive); or
- (j) the Contractor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

15.3 The Contractor shall notify the Authority immediately if the Contractor undergoes a Change of Control. The Authority may terminate the Framework Agreement by giving notice in writing to the Contractor with immediate effect within six Months of:

- (a) being notified that a Change of Control has occurred; or
- (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control;

but shall not be permitted to terminate where an Approval was granted before the Change of Control.

16. SUSPENSION OF CONTRACTOR'S APPOINTMENT

Without prejudice to the Authority's rights to terminate the Framework Agreement in clause 15 above, if a right to terminate this Framework Agreement arises in accordance with clause 15, the Authority may suspend the Contractor's right to receive Orders from Customers in any or all Contractor's Lots by giving notice in writing to the Contractor. If the Authority provides notice to the Contractor in accordance with this clause 16, the Contractor's appointment shall be suspended for the period set out in the notice or such other period notified to the Contractor by the Authority in writing from time to time.

17. CONSEQUENCES OF TERMINATION AND EXPIRY

17.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Contractor shall continue to fulfil its obligations under the Framework Agreement

until the date of expiry or termination of the Framework Agreement or such other date as required under this clause 17.

- 17.2 Unless expressly stated to the contrary, the service of a notice to terminate the Framework Agreement shall not operate as a notice to terminate any Contract made under the Framework Agreement. Termination or expiry of the Framework Agreement shall not cause any Contracts to terminate automatically. For the avoidance of doubt, all Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms.
- 17.3 Within 30 Working Days of the date of termination or expiry of the Framework Agreement, the Contractor shall return or destroy at the request of the Authority any data, personal information relating to the Authority or its personnel or Confidential Information belonging to the Authority in the Contractor's possession, power or control, either in its then current format or in a format nominated by the Authority (in which event the Authority will reimburse the Contractor's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Authority, save that it may keep one copy of any such data or information for a period of up to 12 Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.
- 17.4 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement before termination or expiry.
- 17.5 The provisions of clause 7, clause 10, clause 11, clause 12, clause 13, clause 14, clause 17, clause 20, and clause 29 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

18. COMPLAINTS HANDLING AND RESOLUTION

- 18.1 Within two Working Days of a request by the Authority, the Contractor shall provide full details of a Complaint to the Authority, including details of steps taken to its resolution.]
- 18.2 Without prejudice to any rights and remedies that a complainant may have at Law, including under the Framework Agreement or a Contract, and without prejudice to any obligation of the Contractor to take remedial action under the provisions of the Framework Agreement or a Contract, the Contractor shall use its best endeavours to resolve the Complaint within ten Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

19. DISPUTE RESOLUTION

19.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (Dispute) then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (Dispute Notice), together with relevant supporting documents. On service of the Dispute Notice, the Shared Service Head – Environmental Services of the Authority and [EMPLOYEE TITLE] of the Contractor shall attempt in good faith to resolve the Dispute;
- (b) if the Shared Service Head – Environmental Services of The Authority and [EMPLOYEE TITLE] of the Contractor are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Shared Strategic Director of the Authority and [SENIOR OFFICER TITLE] of the Contractor who shall attempt in good faith to resolve it; and
- (c) if the Shared Strategic Director of the Authority and [SENIOR OFFICER TITLE] of the Contractor are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 14 days after the date of the ADR notice.

19.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 29 which clause shall apply at all times.

19.3 If the Dispute is not resolved within 60 days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of the said period of 60 days, or the mediation terminates before the expiration of the said period of 60 days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 29 in this Agreement.

GENERAL PROVISIONS

20. PREVENTION OF BRIBERY

20.1 The Contractor:

Schedule 2 – Flood Defence Works – Draft Framework Agreement

- (a) shall not, and shall procure that the Staff and all Sub-Contractor personnel shall not, in connection with this Framework Agreement and any Contract made under it commit a Prohibited Act; and
- (b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Customer, or that an agreement has been reached to that effect, in connection with the execution of this Framework Agreement, excluding any arrangement of which full details have been disclosed in writing to the Customer before execution of this Framework Agreement.

20.2 The Contractor shall:

- (a) if requested, provide the Customer with any reasonable assistance, at the Customer's reasonable cost, to enable the Customer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
- (b) within 10 Working Days of the Commencement Date, and annually thereafter, certify to the Customer in writing (such certification to be signed by an officer of the Contractor) compliance with this clause 20 by the Contractor and all persons associated with it or other persons who are performing Works in connection with this Framework Agreement. The Contractor shall provide such supporting evidence of compliance as the Customer may reasonably request.

20.3 The Contractor shall have an anti-bribery policy (which shall be disclosed to the Customer) to prevent any Staff or Sub-Contractors from committing a Prohibited Act and shall enforce it where appropriate.

20.4 If any breach of clause 20.1 is suspected or known, the Contractor must notify the Customer immediately.

20.5 If the Contractor notifies the Customer that it suspects or knows that there may be a breach of clause 20, the Contractor must respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit books, records and any other relevant documents. [This obligation shall continue for 3 years following the expiry or termination of this Framework Agreement.]

20.6 The Customer may terminate this Framework Agreement by written notice with immediate effect if the Contractor, its Staff or Sub-Contractors (in all cases whether or not acting with the Contractor's knowledge) breaches clause 20.1.

20.7 Any notice of termination under clause 20.6 must specify:

- (a) the nature of the Prohibited Act;
- (b) the identity of the party whom the Customer believes has committed the Prohibited Act; and

- (c) the date on which this Framework Agreement will terminate.

20.8 Despite clause 19, any dispute relating to:

- (a) the interpretation of this clause 20; or
- (b) the amount or value of any gift, consideration or commission,
shall be determined by the Customer and its decision shall be final and conclusive.

20.9 Any termination under this clause 20 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Customer.

21. SUBCONTRACTING AND ASSIGNMENT

21.1 Subject to clause 21.2 and clause 21.3, neither party shall be entitled to assign, novate or otherwise dispose of any or all of its rights and obligations under this Framework Agreement without the prior written consent of the other party, neither may the Contractor subcontract the whole or any part of its obligations under this Framework Agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.

21.2 The Authority shall be entitled to novate the Framework Agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

21.3 Provided that the Authority has given prior written consent, the Contractor shall be entitled to novate the agreement where:

- (a) the specific change in contractor was provided for in the procurement process for the award of this agreement;
- (b) there has been a universal or partial succession into the position of the Contractor, following a corporate restructuring, including takeover, merger, acquisition or insolvency, by another economic operator that meets the criteria for qualitative selection applied in the procurement process for the award of this agreement.

22. VARIATIONS TO FRAMEWORK AGREEMENT

Any variations to the Framework Agreement must be made only in accordance with the Framework Agreement Variation Procedure set out in Schedule 7.

23. THIRD PARTY RIGHTS

23.1 Except as provided in clause 3, clause 4 and clause 22, a person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties)

Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

24. SEVERANCE

24.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

24.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

25. RIGHTS AND REMEDIES

Except as expressly provided in this agreement, the rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

26. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

27. ENTIRE AGREEMENT

27.1 This Framework Agreement, the schedules and the documents annexed to it or otherwise referred to in it contain the whole agreement between the parties relating to the subject matter hereof and supersedes all prior agreements, arrangements and understandings between the parties relating to that subject matter, provided that nothing in this clause 27 shall operate to exclude any liability for fraud.

27.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Framework Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Framework Agreement.

28. NOTICES

28.1 Except as otherwise expressly provided within this Framework Agreement, no notice or other communication from one Party to the other shall have any validity under the Framework Agreement unless made in writing by or on behalf of the Party sending the communication.

28.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), or by fax or e-mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause 28.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two Working Days after the day on which the letter was posted, or four hours, in the case of e-mail or fax or sooner where the other Party acknowledges receipt of such letters, or fax or e-mail.

28.3 For the purposes of clause 28.2, the address of each Party shall be:

(a) For the Authority:

Shared Service Head – Environmental Services

Address: Trinity Road, Cirencester, Gloucestershire, GL7 1PX

For the attention of: Claire Locke

Tel: 01285 623247/623000

Fax: 01285 623900

E-mail: claire.locke@cotswold.gov.uk

(b) For the Contractor:

[NAME OF SERVICE PROVIDER'S AUTHORISED REPRESENTATIVE]

Address:

For the attention of:

Tel:

Fax:

E-mail:

28.4 Either Party may change its address for service by serving a notice in accordance with this clause.

29. GOVERNING LAW AND JURISDICTION

- 29.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 29.2 Each party irrevocably agrees that the courts of England and Wales shall have [exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Framework Agreement or its subject matter or formation (including non-contractual disputes or claims)].

This agreement has been entered into on the date stated at the beginning of it.

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF AUTHORITY] Director
Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF SERVICE PROVIDER] Director

Schedule 1 Works and Lots

Part 1. Works

PRELIMINARIES AND GENERAL SPECIFICATIONS

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I. Contractors Method Statements

a.

- 1.1 The Contractor shall produce method statements as required for the works for the approval of the Engineer. The extent to which method statements are required is dependent on the scale and complexity of the various activities.
- 1.2 Method statements may be brief but shall describe each stage of construction activity.
- 1.3 The contractor is responsible for producing detailed method and risk assessments statements for each major activity, whether directly controlled or sub-contracted.
- 1.4 The method statements shall identify hold points and invoke;
 - Work instructions
 - Quality control procedures
 - Compliance testing inspection arrangements
 - Work acceptance procedures
- 1.5 Identify the relevant construction procedures in the Contractor's own Quality Management System (and provide copies on request).

2. Working Hours

- 2.1 Unless otherwise agreed in writing by the Engineer, no activities shall be executed during the night or on Sundays. If for reasons of safety work is necessary, then the Engineer shall be informed immediately.
- 2.2 Normal working hours for site activities shall be Monday to Friday between 0700 and 1900 hours and Saturdays between 0800 and 1400 hours, with no working on public holidays or Sundays.
- 2.3 No heavy plant activities between the hours of 0700 – 0800 and 1800 – 1900 on any day.

b.

c. 3. Construction Phasing Requirements

- 3.1 The contractor shall co-ordinate the work of Statutory Authorities and their sub-contractors and outside contractors and their sub-contractors who are permitted under the Contract to enter the site within his own programme and activities. The Engineer is to be kept informed of all discussions relating to the above activities. The Contractor shall similarly co-ordinate the work of the employer's landscape contractor.

- 3.2 Phasing of the works is to be agreed with the Local Authorities Project Manager before commencement of works.

d. 4. Site Clearance

Protection of Trees and Hedgerows on Site

- 4.1 All trees and hedgerows that are to be retained on the site shall be carefully preserved and protected from damage during execution of work.

Temporary Fencing for Protection of Existing Trees/Hedgerows

- 4.2 Unless otherwise indicated on the drawings, all existing trees/hedgerows for retention shall be fenced off with a cleft chestnut pale fencing type CW120 in accordance with BS1722 pt 4 1986. Fencing around trees shall be a minimum of 3m from its trunk, except where a boundary wall is closer and shall be erected before the commencement of any other works. The Contractor shall be responsible for maintaining the fencing in effective condition and/or its adaption from time to time during the Contract.

Trees/Hedgerows to be reinstated

- 4.3 No trees/hedgerows other than those shown on the drawings to be removed shall be removed or cut without written permission of the Engineer.
- Within the spread of trees and hedgerows which are to be retained, the following will not be permitted;
- a. The storing or depositing of any soil, constructional material or rubbish.
 - b. The lighting of bonfires within 3m of spread.
 - c. The alteration of ground level (unless specified on the drawing).
 - d. The use of machinery or vehicles which will compact the ground.
 - e. The use of rippers to break up the ground.
 - f. The use of trees for the anchor of ropes.
 - g. The alteration of the drainage characteristics or water table by any site operations under the control of the Contractor unless approved by the Engineer.

No temporary buildings, machinery, storage areas or materials to be located within 5m (horizontal distance) of the canopy spread of trees unless approved by the Engineer.

Damage

- 4.4 Any damage which occurs shall be reported immediately to the Engineer in writing and shall be repaired in accordance with his instructions. Minor damage shall be painted with an approved wood sealant within 24 hours at

the Contractor's expense. Any damage will be repaired by a Specialist appointed by the Engineer and charged to the contractor.

Should any tree/hedgerow, which it is intended to be preserved be uprooted, destroyed or in the opinion of the Engineer be damaged beyond reasonable chance of survival in its original shape due to the Contractor's negligence then the Contractor shall at his own expense plant a suitable replacement or a similar type and age approved by the Engineer. The Contractor's liability for these trees/hedgerows shall be exactly the same as for any other tree, shrub or plant in connection with the contract.

Necessary Work in the Vicinity of trees/hedgerows

- 4.5 No work under the branch spread of tree or within 2m of hedgerows shall be permitted without the approval of the Engineer unless specified on the drawings.

Overhanging Branches

- 4.6 Branches overhanging the site boundary liable to be damaged by machinery are to be tied back, or, where damage is inevitable, shall be pruned and sealed by a tree surgeon before operations commence.

Excavation

- 4.7 Where it is essential and unavoidable to carry out excavation work under the branch spread, care shall be taken to avoid damage to the bark of trees and chestnut paling shall be either realigned or tied around the trunk before work commences. All digging under the branch spread shall be done by hand and tunnelling shall be allowed for to avoid root cutting. No root in excess of 50mm diameter shall be cut. Where the surface of main roots has been damaged in digging, the exposed section shall be treated with an approved wound sealant in accordance with the manufacturer's instructions. Trenches shall not be left open for long periods and shall be backfilled as quickly as possible. Backfilling shall be carefully consolidated to eliminate voids and damage roots.

Trees to be removed

- 4.8 The on-site burning of trees to be removed or other shrub shall only be burnt on site with the prior approval of the Public Health Officer. Ashes left from burning shall be disposed of, off the site.

e. 5. Existing Drainage

Cleaning

- 5.1 The first section between chambers of the existing downstream drainage system (excluding any lengths to be renewed) including gully connections

shall, prior to the Contractor carrying out any alteration or addition required by the Engineer to that section, be flushed clean by a water jet method. The Contractor shall, within five working days of cleaning or attempting to clean any section, submit to the Engineer a written report on the state of that section, including a videotape from a CCTV survey.

Renewal of Filter Drains

- 5.2 The Contractor shall locate the ends of the existing filter pipe where it has been built into catchpits or the concrete surround to gully connections. These pipes shall be protected during the excavation of the existing drain removal. The new filter pipe shall connect positively to the existing pipe using a method approved by the Engineer.

Invert and Pipe Details of Replacement Drainage

- 5.3 All replacement pipe sizes and inverts shall be as existing.
- 5.4 Following agreement of the temporary benchmark values and one month before the drainage work is commenced, the invert and location of each existing drain runs or manholes shall be agreed with the Engineer, following detailed survey.

f. 6. Materials and Suppliers

- 6.1 Materials shall only be supplied from sources and plants which have been approved by the Adopting Authority in conjunction with the Engineer.

g.

h. 7. Haul road construction

- 7.1 Before the laying of the material is to commence, the Contractor shall submit details to the Engineer of the sources of material and the methods he intends to use for the works.

Granular Sub-Base Material Type I

- 7.2 Crushed blast furnace slag is not permitted.
- 7.3 The material shall be laid and compacted at a moisture content within the range 1 per cent above and 1 per cent below the optimum percentage determined in accordance with BS 1377 Text 14.

i. 8. Setting Out and Existing Ground Levels

General

- 8.1 The Contractor shall, in accordance with the information included in the Contract, with the approval of the Engineer, set out, mark and maintain until they are no longer required, all reference lines, templates, bench marks and markers, permanent or temporary, necessary for the setting out and checking the works. The Contractor shall keep updated schedules and drawings of such information which he shall supply to the Engineer as the setting out proceeds.
- 8.2 Where setting out markers are likely to be disturbed during the works, the Contractor shall, subject to the prior approval of the Engineer, transfer such markers to an adjacent point.
- 8.3 The Contractor shall not commence either general site clearance or fencing before obtaining the approval of the Engineer to the setting out of the site boundaries.

Bench Marks

- 8.4 At the outset of the contract the Engineer will supply primary control stations giving co-ordinates and level datums for use in setting out the works.
- 8.5 Contract Bench Marks shall be sited for each section or phase of the works such that access to them is within the site and that no time will site personnel be required to cross a live carriageway to reach them.
- 8.6 If any of the bench marks become displaced during the contract, then the Contractor shall re-establish them immediately at his own expense and provide the Engineer with the amended co-ordinate and level values.

j. 9. Privately and Publicly Owned Services and Supplies

- 9.1 The Contractor shall make arrangements with the Statutory Undertakers and others concerned, for the co-ordination of his work with all work which needs to be done by them or their contractors concurrently with the works.
- 9.2 Private Services to individual properties are not generally listed or are shown on drawings. The Contractor shall make arrangements with the Statutory Undertakers and others concerned for the phasing of all necessary disconnections of private services affected by the works.
- 9.3 Disconnected apparatus can be removed by the Contractor only with the prior approval of the Authority concerned.
- 9.4 Special requirements of the individual Service Companies will need to be obtained by the Contractor from the relevant companies before commencement of work.

- 9.5 The Contractor shall be responsible for locating all existing services (including mains, sewers, cables, plant equipment, apparatus etc) within the site.
- 9.6 No service trench is to be backfilled until such time as the position of the services have been recorded and validated by the Engineer.

k. 10. Traffic Safety and Management

Responsibility for Traffic Safety and Management

- 10.1 The Contractor is responsible for the traffic safety and management and associated works, complying with the requirements and advice in the following publications;
- a. Safety at Street Works and Road Works – A Code of Practice – issued jointly by the Department of Transport, the Scottish Office and the Welsh Office.

Definitions

- 10.2 Generally the terms used are as described in the Traffic Signs Manual Chapter 8 Topic 1 Sections 1.1 and 1.2 with the addition of the following;
- l. The word “should” where used in the Traffic Signs Manual Chapter 8 shall be regarded as a requirement of the contract.
- m. “Traffic Safety and Management System” shall be defined as any system comprising the use of signs, lamps, cones and other aids to traffic movement placed on or adjacent the Public highway or Private Access.

Design Requirements

- 10.3 The Contractor shall design the Traffic Safety and Management Systems in specific phases compatible with his contact programme and seek full approval from Gloucestershire County Council, Oxfordshire County Council, West Oxfordshire District Council, Cotswold District Council and Forest of Dean District Council.

Works Traffic

- 10.4 Only vehicles and plant essential for carrying out the works shall be allowed to enter the working space. Any vehicle deemed by the Engineer to be non-essential (especially private cars), and any vehicle not complying with Clause 117 shall not be permitted to remain within the working space. If necessary, the contractor shall provide and maintain an area separate from the site for the long term parking of his employees' and his sub-contractors' employees' private vehicles. The location of such a parking area shall be subject to the Engineer's prior approval. The Contractor shall arrange if

necessary, for the transport of personnel between the parking area and the site.

- 10.5 The Contractor shall ensure that all vehicle and plant movements within any working space do not exceed a speed of 20mph. Suitable notices drawing drivers attention to this requirement shall be posted at all entrances to working spaces and at regular intervals within any working space. The Engineer may require the installation of speed ramps at the Contractor's expense if this requirement is repeatedly ignored.
- 10.6 Hazard warning lights, in lieu of roof mounted amber flashing lights, shall not be used.

Safety Zones

- 10.7 Safety Zones shall be kept clear of personnel, plant and materials at all times. The safety zones shall be physically marked out by cones or cylinders on the traffic boundary and by a continuous barrier on the works or inner boundary. The barrier shall be sufficient to keep pedestrians out and prevent inadvertent straying by site personnel. Tape systems may be used, but cord or rope shall not be used. The minimum lateral clearance shall be as laid down in the Traffic Signs Manual Chapter 8 paragraph 2.5.1.4 unless otherwise determined by the Engineer. The minimum longitudinal clearance shall be as laid down in the Traffic Signs Manual Chapter Table 2.2.

Existing Carriageway Markings

- 10.8 To avoid confusion the existing road studs or rubber inserts shall be removed as appropriate. Similarly existing white lines or markings shall be removed. During the removal of the traffic management system which has required any changes to the permanent markings or road studs the Contractor shall remove all temporary road markings and reinstate the original marking and studs, all to the satisfaction of the Engineer, prior to opening that part of the carriageway to public use.
- 10.9 Temporary Thermoplastic lines may be used only when;
- a. the subsequent Traffic Safety and Management Systems do not require public use of that part of the carriageway and
 - b. the carriageway is to be reconstructed or covered by a new wearing course.

Traffic Safety and Management Patrols

- 10.10 During the period when any Traffic Safety and Management Systems are in operation on the site, the Contractor shall be responsible for patrolling in accordance with the requirements set out below;

- a. Any Traffic Safety and Management Systems that have become displaced and/or damaged in any way shall be repositioned and/or renewed immediately. In addition to patrolling, any defect in the Traffic Safety Management Systems reported to the Contractor by either the Police, Public or the Engineer shall be rectified within two hours of that notification. If the Contractor fails to rectify the defect within the two hour period then the Engineer shall mobilise the Employer’s Emergency Service for the area and shall recharge the Contractor accordingly for the time of that visit even if no work is carried out.
- b. The Contractor shall ensure that a sufficient stock of spare signs, lamps, cones and other aids to traffic movement are available on site to immediately make good all reasonably foreseeable damage to the Traffic Safety and Management Systems.

Timing of Operations

- 10.11 The Engineer may permit pre-placement of traffic signs prior to the date of commencement of the works. Such signs shall be placed, and suitably covered prior to the commencement of the works, in agreed locations so as not to cause hindrance to passing motorists and pedestrians.

Portable Traffic Signals

- 10.12 The Contractor shall apply to the Local Highway Manager for permission to erect Portable Traffic Signals. The following minimum periods of notice, required by the Local Highway Manager, to give approval shall apply;

- | | |
|--|---------|
| 1. Sites requiring simple two way shuttle arrangements | 7 days |
| 2. Sites such as junctions requiring more and 1. above | 21 days |

Should emergencies occur during or outside normal office hours, the Local Highway Manager must be contracted prior to the actual installation of traffic signals to ensure adequate supplementary traffic management measures are carried out. The form must then be submitted for approval on the next work day.

- 10.13 Traffic control signal equipment and operational facilities shall comply with the Department of Transport’s Specification MCE0111 “Traffic Signal Control Equipment for use at Roadworks”, the current Traffic Signs Regulations and General Directions together with the Department of Transport’s Standard RD21/85, and the requirements laid down in the Traffic Signs Manual Chapter 8, Topic 4, Sections 4.25 to 4.28.

- 10.14 The Contractor shall satisfy the Engineer that immediately before delivery to site the apparatus has been inspected and tested as described in the Traffic Signs Manual Chapter 8 Appendix 5 Section 3. Only then shall the apparatus be installed on the site. The installation shall be carried out by a competent engineer.

- 10.15 The operative in overall control of the roadworks shall fully understand the signing requirements and the correct operation of the signals. The Contractor shall ensure that the operative has attended a training course on the use of the portable traffic signal equipment as described in the Traffic Signs Manual Chapter 8 Appendix 5 Section 2.
- 10.16 Traffic signals shall be vehicle actuated and shall also be capable of being operated on fixed time and manual modes.
- 10.17 Wherever possible temporary traffic signals shall be operated off mains supply.
- 10.18 Any alternative single way traffic working shall be controlled by traffic signals. The maximum length alternative single traffic working controlled by signals shall be as follows unless otherwise agreed by the Engineer;
1. With only one length of single way traffic working at any one time a length of 200metres.
 2. With two lengths of single way traffic working at any one time a length of 150 metres for each length of working. If two sets of signals are to be used then a clear two way traffic length of at least 300 metres must be maintained between the two sets.
- 10.19 Where a 3-phase operation of traffic signals is necessary approval must be obtained from the Local Highway Manager. A minimum of 3 weeks' notice is required together with details. The maximum length of single way working with 3-phase traffic signal operation will be significantly reduced from 200 metres.

Remedial works and work carried out during the Maintenance Period

- 10.20 The Contractor shall obtain prior approval from the Engineer for the Traffic Safety and Management proposals and timing of all operations covering all work to be carried out during the period of maintenance.

Maintenance Requirements

- 10.21 Until the issue of the Certificate of Completion, the Contractor shall be responsible for maintaining all lengths of the highway including its lighting, safety fences etc on which any works are to be undertaken under the contract and the highway approaches thereto. He shall also ensure that such lengths and approaches are kept free of litter and refuse, to the standards detailed in the Environmental Protection Act 1990, within the stated timescales.
- 10.22 The public highways with the site shall, under the terms of the Environmental Protection Act 1990, be regarded as Zone 2.

Control of Dust and Mud on the Road

- 10.23 The Contractor shall take all necessary steps to avoid creating a dust nuisance. If in the opinion of the Engineer the Contractor is not dealing adequately with the control of dust, the Engineer may instruct the Contractor to carry out such additional measures as the Engineer considers are necessary, at the Contractors expense.
- 10.24 The Contractor shall keep all roads, accesses, rights of way etc. leading to, from or crossing the site free from mud, slurry or other hazardous substance that is deposited through his operations. Any such substances deposited by the Contractor or his sub-contractor or any persons authorised to enter the site on any such road shall be promptly removed by the Contractor at his expense.
- 10.25 In the event of vehicles using an access depositing mud or other dirt onto a public road or way, the Engineer shall immediately close that access and require the Contractor to take whatever steps required by the Engineer, police or highway Authority to clean the road or way. The Engineer will not permit re-opening of the access until he is satisfied that no further deposition will occur.
- 10.26 Compliance with the foregoing will not relieve the Contractor of his responsibilities for complying with the requirements of any Authority in respect of keeping the highway clean.

n. 11. Information Boards

- 11.1 Information boards shall be erected to the requirements of the Engineer.
- 11.2 Type and position of Contractors/Clients information boards to be agreed with the Engineer.

o. 12. Substances Hazardous to Health

General

- 12.1 In connection with substances hazardous to health, the Contractor shall be responsible for taking all reasonable steps, including COSHH assessments, to secure the safety of his employees, members of the Council staff and members of the public through the carrying out of all reasonable steps in connection with;
1. Traffic management measures
 2. Working practices
 3. Monitoring

This is included in the contract because substances that may be hazard to health are sometimes specified for use in the works in this contract.

- 12.2 The Engineer shall be informed immediately of any hazardous material found on site.
- 12.3 The Contractor shall ensure that his operatives and sub-contractors comply with all requirements of the Health and Safety Executive and Codes of Practice etc in handling and disposing of hazardous material.

p. **13. Earthworks**

General

- 13.1 The Contractor shall take all due care to avoid damage to surfaces adjacent to the works and shall include in his rates for reinstatement of such areas.
- 13.2 Trial holes in any material other than hard material shall include backfilling with Type I Stone material and compaction in accordance with the Engineer's specification.
- 13.3 Trial holes in hard material shall include reinstatement of the hole with material and thicknesses to be compatible with adjacent construction materials.

Earthworks classification will be made by the Engineer in areas of cut

- 13.4 If in the opinion of the Engineer any material has altered its classification or become unacceptable for whatever reason, the Engineer may require the classification and acceptability tests to be repeated.
- 13.5 Sampling of materials by the Contractor for earthworks classification testing will normally be undertaken in conjunction with the Engineer. The Engineer will be notified of the intention to sample at least 1 hour in advance, at which time the Engineer may give approval for sole sampling by the Contractor. **Earthworks classification will be made by the Engineer at the point of excavation for on-site material, or at the point of deposition for imported materials.**

Requirements for Excavation, Deposition, Compaction (other than Dynamic Compaction etc)

- 13.6 Compaction of all earthwork's materials shall, except for those formed by filling for batters and landscape bunds where Method Compaction is permitted, be End Product Compact, including drainage trench backfill. Materials so compacted shall achieve a minimum of 95% of the maximum dry density.
- 13.7 The upper 300mm of landscape bunds shall be tined/ripped by mechanical means prior to the depositing of topsoil thereon.

- 13.8 Where pipes for drainage are installed by open-cut methods beneath carriageway at or deeper than 5m from the underside of the sub-base material then a time period of six weeks shall elapse after backfilling and compacting before the carriageway pavement including the sub-base shall be laid.
- 13.9 The use of Nuclear Density Gauges is permitted for measuring field dry densities.
- 13.10 Trench excavations of excavations beneath carriageways are not permitted to be battered.

Preparation of Topsoil for use

- 13.11 Prior to deposition in the works, all topsoil shall be sieved to remove all stones, roots, lumps etc. Upon completion of the sieving, the topsoil shall be deposited and spread.
- 13.12 Upon completion of the deposition and spreading of the topsoil, final preparation works shall be carried out prior to any grass seeding or turfing works. All grass seeding and turfing works shall be carried out to the satisfaction of the Engineer.

q.

r. 14. Geotextiles

Geotextiles and Geogrids Used To Separate Earthworks Materials

- 14.1 The Geotextile shall be made of a thin permeable synthetic membrane and have a 20 year design life.
Lapping shall be to Clause 609.5
Loading: Not less than 2.4kN in any direction
Minimum puncture resistance 6.0kN as measured in BS6906: Part 4: 1988
Pore size shall be in the range 60 to 400 microns as BS606: Part 2

s. 15. Pavements

Preparation of Surfaces

- 15.1 Before laying any pavement course, the underlying surface shall be cleaned of all dust, debris, loose and deteterious materials.
- 15.2 Any Bituminous surface which has been left uncovered for more than three days, or has been planed shall be sprayed with tack coat.
- 15.3 Joints between new and old surfaces shall be cut on diagonal horizontal line across the carriageway. The edge faces of joints shall be vertical. Edge faces of wearing course joints shall be treated with grade 200 pen bitumen and band sealed on the surface.

Permanent Reinstatements

- 15.4 All permanent reinstatements in the public domain will be required to be carried out to the NRSWA (section 71) Reinstatement Standards (methods and materials).

Bituminous Sprays

- 15.5 The Contractor shall apply a tack coat to all existing bituminous surfaces to receive bituminous overlays.

Type of Binder

- 15.6 The Binder shall be bitumen emulsion BS 434 Part I.

Binder Grade

- 15.7 The binder shall be Class KI-40.

Rate of Spread

- 15.8 Rate of spread shall be 0.35 to 0.55 litres/m², except where applied to previous macadam when the rate of spread shall be 0.4 to 0.65 litres/m².

t. 16. Concrete Reinforcement

Concrete

- 16.1 Reinforcement to comply with following standards;
- a. Grade 250 reinforcement complying with BS4449.
 - b. Grade 460 type 3 reinforcement complying with BS4449 or BS 4482.
 - c. Stainless reinforcement complying with the grade and type selected from BS6744.

u. 17. Brick, Blockwork and Stonework

- 17.1 Sulphate Resisting Portland Cement complying with BS 4027 Class 2 shall be used for all underground and underwater brick and stonework.
- 17.2 Mortar Designation for general brick and stone work to be in accordance with the site instruction of the Engineer.
- 17.3 Claybrick to be in accordance with BS 3921 Class B Engineering brick showing a crushing strength of not less than 20 N/mm² when used for surface water drainage.
- 17.4 Facework is to be tied to retaining walls and parapets using stainless steel dovetailed safety ties (Ancon type S21 or similar approved equivalent) at 450

centres vertically and 900 centres horizontally, placed into dovetail into dovetail slots cast into face of concrete work.

- 17.5 Locations of contraction joints in reconstructed stonework are to be generally at no more than 6m centres. Joints to be tied as shown on the typical contraction joint detail. Joint to be filled with 10mm proprietary filler material (“Hydrocel” or similar approved equivalent) mastic sealed with a proprietary compound colour matched to the facing work.

v. 18.Grass Seeding

- 18.1 Grass seed shall only to be sown during the growing period.

- 18.2 All areas to be seeded or turfed shall be finally cultivated. All areas shall be fertilised at the rate of 75gm m² during the final cultivation prior to seeing.

- 18.3 Grass seed for use in highway verges, swales etc shall comply to the following mix;

Seed Mixture (per 50kg)

| | kg | % |
|-----------------------------|------|----|
| Perennial Rye Grass | 12.5 | 25 |
| Strong Creeping Red Rescue | 10.0 | 20 |
| Hard Fescue | 15.0 | 30 |
| Smooth-Stalked Meadow Grass | 5.0 | 10 |
| Highland Browntop Bent | 5.0 | 10 |
| Huia White Clover | 2.5 | 5 |

- 18.4 The use of Hydraulic Mulch Seeding will be permitted.

- 18.5 The seeding shall be repeated until such time as an evenly distributed dense sward is established over the seeded area or until advised by the Engineer.

- 18.6 All areas of seeding shall be adequately watered to ensure an evenly distributed dense sward is established over the seeded area.

w. Tender Evaluation

Introduction

The Tender process will be conducted to ensure that tenders are evaluated to ascertain the most economically advantageous tender.

Account will also be taken of any factors which may impact on the tenderers suitability that emerge from the tendering process.

Evaluation of Tenders

The purpose of our tender evaluation policy is to ensure that:

- We procure supplies, services and works that meet the defined and agreed essential needs of the Councils as specified in the invitation to tender.
- In all cases, a specification is produced and agreed prior to being issued that clearly identifies the essential requirements (needs), along with the highly desirable (discretionary added value) and desirable (wants).
- The selection criteria are clearly defined with cost being 60 per cent of the criteria for selection in all cases.
- The tender is selected which offers the best value for money to the Council over the whole life of the project.
- The tendering process, selection of bidders and the award of contracts are fair, open and objective.
- All tenders are evaluated to a consistently high standard.
- The Council complies with the contracts procedure rules, procurement best practice policies and guidance.
- Equality, diversity and sustainability consideration are embedded in our tendering process.

We agree the criteria that we will use to evaluate bids in advance and include this in the tender documentation. Where possible we will include the weighting for each award criteria, however, when this is not known, we will list them in descending order of importance.

Our policy is to apply weighting of at least 60 per cent to the price criteria.

Tenderers response to the questions contained in the response requirement and their response to the specification along with pricing information and any other information, specifically related to the evaluation of the tenders and requests by the Authority will be evaluated against details of which can be found in the table below;

| Guidance evaluation criteria for selection | Weighting |
|--|-----------|
| Price per lot (each lot will be evaluated separately and then weighting will be applied per lot) | 60% |
| Competency displayed by meeting qualifications, accreditations and | 25% |

| | |
|---|-----|
| experience of working for Local Authorities delivering flood defence work | |
| Health and Safety record (last 5 years) | 10% |
| Financial position of company | 5% |

Tenderers will be admitted to a Framework Agreement who, in the opinion of the Authority at the conclusion of the evaluation, offers the most economically advantageous tender(s) to the Authority having regard to the award of criteria set out in the table above.

GENERAL PREAMBLE TO THE SCHEDULE OF RATES FOR THE FIVE LOTS

- The Schedule of Rates has been prepared NOT to include all work that can be foreseen as being required during the period of the Contract.
- Whenever possible. The work shall be measured and paid for at the rates inserted in the Schedules of Rates. The value of other works will be agreed with the Engineer where measurement is not considered possible.
- The Contractor shall provide his own depot/accommodation and welfare for the storage of plant and materials and the rate in the Schedule shall be deemed to include all expenses in connection therewith.
- The rates contained in the Schedule of Rates shall be deemed, unless otherwise described, to include for all items required to carry out the work.
- The contents of the specification and relevant British and European Standards and Codes of Practice shall be deemed to have been allowed for the rates and prices contained in the Schedule of Rates.
- The rates in the schedule shall be deemed to include for all the provisions and requirements set out in the Conditions of Contract, Instructions for Tendering, Specification and Addendum to Specification, Drawings, Appendices and Preambles to the Schedule of Rates.
- The rates in the schedule be deemed to include for the completion of all documentation relevant to work tickets/job vouchers, track sheets, invoices, material collection and return notes, as required by the Engineer.

- The rates in the schedule shall be deemed to include for all normal movements and of gangs/teams and transportation costs and setting up time and no additional payment will be made for these items.
- The Contractor shall use only clean wholesome water. No other source waters are used unless with the prior approval of the Engineer.
- All testing of materials and other work carried out under this contract, as witnessed by the Engineer shall be deemed to be included for, generally within the rates and prices in the Schedule of Rates. No separate items have been identified for testing.
- The rates in the schedule shall be deemed to include for the provision and placing and all road works sites, display boards including Contractors name, address and telephone number.
- The rates in the schedule shall be deemed to include for complying with the Engineer's requirements to take every reasonable and practical means to keep noise to a minimum and to indemnify the employer as specified.
- The lowest unit for hourly measured items shall be 0.25 of an hour.
- The Contractor's rates shall be deemed to include for the provision of a mobile phone for each gang. He shall also include for the provision and placing of display boards indicating the Contractor's name, address and telephone number, on all vehicles and every works site.
- Silent operating signals will be used at all times and the contractor will provide an emergency contact number in case of a failure of lights at any time.
- If traffic signals are to be used between the hours of 1800 and 0800 on weekdays or at any time at weekends, approval must be given by the Engineer.
- Wherever possible, the Council must take all practicable measure to provide teams engaged on planned works with record drawing of all utilities plant/apparatus.
- However, the nature of repairs and maintenance works will on occasion not allow sufficient time of practicality for this provision.
- All operatives have been fully trained in the use of cable location equipment and the avoidance of underground services.

- The rates in the schedule are deemed to include for complying with Construction (Design and Management) Regulations 2015 and all necessary documentation.
- The rates in the schedule shall be deemed to be fully inclusive of the following;
 - a. Provision of experienced competent team members, including CSCS accreditation.
 - b. Team leaders fully trained in accordance with all current legislation including NRSWA requirements and HAUC specification.

EXCAVATION AND REINSTATEMENT OF ALL ROAD

- The Contractor's rates shall include for excavating in category 3 and 4 roads (as defined by NRSWA) up to a depth of 1.5m cover and reinstating to NRSWA on completion. In particular, his rates shall include for;
 - a. Breaking out any road surfacing/construction encountered within 500mm of the original surface.
 - b. Backfilling above pipe surround with compacted granular sub-base type.
 - c. Reinstatement of base and wearing course in accordance with NRSWA.
 - d. Disposal of excavated material to tip.
- The extent and cost of hedge, wall, fence and other such crossings shall be agreed prior to work commencing.
- The rates for excavation in the Schedule of Rates shall be deemed to include for support to sides of excavation, preparation of excavated surfaces, dewatering, backfilling with selected excavated material, removal of surplus excavated material off site, keeping topsoil separate from other excavated material, reinstatement of disturbed area(s) as original surface.
- The commencing surface shall be defined as the natural ground surface in any location except where extra over payment is made to the Contractor for stripping topsoil within the working width, as directed by the Engineer. In

this case, the commencing surface shall be the surface after the topsoil has been stripped.

- The Contractor is required to follow all safety legislation and guidance in force at the time works are undertaken; completing risk assessments, method statements and work permits before any works are commenced.

NUMBER AND TITLES OF LOTS

1. Reactive work of any description requiring a 2 hour response to a site in any of the three local authority districts.
2. Reactive work of any description requiring a 24 or 48 hour response to a site in any of the three local authority districts.
3. Planned works in the public highway.
4. Planned work in third party land.
5. Technical consultant, including planning application observation regarding surface water disposal.

LOT I

Reactive work of any description requiring a two hour response to a site in any of the three stated local authority districts.

Definition includes;

- i. Delivery of filled sandbags
- ii. Delivery and operation of portable water pumps (including portable generator)
- iii. Delivery and operation of mini excavator
- iv. Removal of fallen trees and/or vegetation in a watercourse (subject to dynamic or planned risk assessment)
- v. Signing and guarding (to required standard) around damaged asset or surcharging point

This is not an exhaustive list.

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Pricing Schedule LOT 1

2 hour response (call out)

| No. | Item Description | Unit | Minimum quantity | Rate | Total amount £ & p |
|--------------|---|--------|------------------|------|--------------------|
| 1 | Supply 2 operatives, vehicle, small tools, mini-excavator (up to 3 ton) to site and operate plant as instructed | Hourly | 4 | | |
| 2 | Supply 20 filled sandbags (standard size) to a specified site and deploy bags | l | l | | |
| 3 | Supply 2 qualified operatives with required transport and tools to a specified site for the removal of obstructions in the watercourse (subject to risk assessment) | Hourly | 4 | | |
| 4 | Supply 2 operatives and necessary signs and fencing to guard an area of 8m ² in an accessible grassed/cultivated area | l | l | | |
| 5 | Rates for above at weekends and bank holidays: | | | | |
| | 1 | Hourly | | | |
| | 2 | l | | | |
| | 3 | Hourly | | | |
| | 4 | l | | | |
| TOTAL | | | | | |

LOT 2

Reactive work of any description requiring either a 24 hour or 48 hour attendance to a given site in any of the three stated local authority districts.

Definition includes;

- i. Delivery and erection of protective signing, guarding or fencing
- ii. Installation of temporary timber shorings, shuttering or framework
- iii. Construction of temporary pipeline (flood diversion) or temporary culvert
- iv. Removal of fallen trees and/or vegetation causing an obstruction in a watercourse (subject to agreed method and risk assessment being provided)
- v. New forming flood defence bund using imported clay and topsoil.

Pricing Schedule LOT 2

24 and 48 hour response/reactive work

| No. | Item Description | Unit | Minimum quantity | Rate | Total amount £ & p |
|-----|---|--------|------------------|------|--------------------|
| 1 | Supply 2 operatives, vehicle, small tools, mini-excavator (up to 3 ton) to site and operate plant as instructed | Hourly | 4 | | |
| 2 | Supply 2 qualified operatives with required transport and tools to a specified site for the removal of obstructions in the watercourse (subject to risk assessment) | Hourly | 4 | | |
| 3 | Supply 2 operatives and necessary signs and fencing to guard an area of 8m ² in an accessible grassed/cultivated area | l | l | | |
| 4 | Supply necessary labour, materials and equipment to lay an overland 150mm plastic pipe across cultivated grass for a length of 30 mtrs. Item includes the use of 20 filled sandbags | l | l | | |
| 5 | Supply necessary labour, plant and materials (including signs and guards) to excavate out a collapsed culvert in a type 3 or 4 road. Culvert is 8 mtrs long. Lay new 300mm diameter twin wall culvert and reinstate to HAUC specification <1.5 mtrs depth. All excavated material removed from site | l | 8 mtrs | | |

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| | | | | | |
|--------------|---|---|--|--|--|
| 6 | <p>Supply all necessary labour, plant and materials to construct replacement wing walls to culvert inlet. Walls to have new foundation of waterproof concrete and have the following dimensions (10 mtrs x 0.6 x 0.6 mtrs). A=Walls to be built using Class A bricks, with a sand to cement mortar max of 3:1. Walls to be each 4 mtrs x 0.25 x 1.5 mtrs and constructed in a void up to 2 mtrs deep. All excavated soil to be disposed of on site.</p> | 1 | | | |
| 7 | <p>Supply all necessary labour, plant and materials to re-form clay formed bund in farmland. Allow for supplying 48 ton of capping clay and 10 ton of screened topsoil. Breach in bund is 6 mtrs x 1 x 3 mtrs.</p> | 1 | | | |
| TOTAL | | | | | |

LOT 3

Planned work in the public highway

Definition includes;

- i. Laying of new flood relief pipes and culverts
- ii. Replacing collapsed surface water drainage pipes and culverts
- iii. Forming new inspection chambers
- iv. Installing new highway drainage (for flood relief purposes)
- v. Supply of all required signs and guards

Pricing Schedule LOT 3

| No. | Item Description | Unit | Rate | Total amount £ & p |
|-----|---|----------------|--------------|--------------------|
| 1 | Excavation of trial hole (1 x 1mtr) in the public footpath and reinstatement to HAUC specification <1.5 mtrs depth | M ³ | | |
| 2 | Excavation of trial hole (1 x 1 mtr) in a type 3 or 4 road, with reinstatement to HAUC specification <1.5 mtrs depth | M ³ | | |
| 3 | Excavate supply and lay 100mm diameter pipe in highway verge.reinstate with 100mm pea shingle bed and surround and excavated material. <24 linear mtrs. | M | | |
| 4 | Excavate supply and lay 100mm diameter pipe in bitmac public footpath, with reinstatement to HAUC. <24 linear mtrs | M | | |
| 5 | Excavate, supply and lay 100mm diameter pipe in bitmac public footpath, with reinstatement to HAUC. >24 linear mtrs | M | | |
| 6 | Form 225mm thick Engineering Class B brick manhole, with a (0.6 wide) D400 frame and cover 1.5 mtrs depth in public footpath | M | | |
| 7 | Excavate, supply and lay 225mm diameter pipe in type 3 or 4 highway. Include permanent reinstatement. Up to 1.5 mtrs depth <6 mtrs. | M | | |
| 8 | Excavate, supply and lay 225mm diameter pipe in type 3 or 4 highway. Include permanent reinstatement. Up to 1.5 mtrs depth >6 mtrs | M | | |
| 9 | Excavate road, supply and lay 450mm concrete pipe (12 mtrs) in type 2 road. Reinstatement to HAUC specification (first time permanent reinstatement) | l | | |
| | | | TOTAL | |

LOT 4

Planned works in third party land

Definition includes;

- i. The construction of flood relief pipelines across farm and amenity land
- ii. The construction of flow controls, headwalls, health and safety grills, scour protection and riverbank erosion controls
- iii. Construction of filter drains, swales and ditches to alleviate or resolve flooding issues
- iv. Construction of clay and earth bunds to create attenuation or to control surface water
- v. Maintenance of watercourses, including de-silting, tree surgery and vegetation removal

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LOT 4

| No. | Item Description | Unit | Minimum quantity | Rate | Total amount £ & p |
|-----|--|------|------------------|------|--------------------|
| 1 | Excavation of trial hole in unmade ground, to a depth of 1.5 mtrs, including reinstatement using excavated material | I | | | |
| 2 | Excavate supply and lay 100mm diameter pipe in unmade ground, with pea single surround (100mm), to a depth of 1 mtr including reinstatement using excavated materials 6 – 24 mtrs | M | | | |
| 3 | Excavate, supply and lay 300 mm diameter pipe in unmade ground with 100mm pea shingle in surround, to a depth of 1 mtr, including reinstatement using excavated material 6 – 24 mtrs | M | | | |
| 4 | Excavate, supply and lay pre-cast concrete ring soakaway, with D400 frame and cover in unmade ground (2 mtrs depth x 1.2 mtrs wide) on 150mm compacted Type I stone baste | I | | | |
| 5 | Excavate foundation in flat unmade ground and form concrete foundation (10 mtrs x 0.6 x 0.6mtrs) using waterproof concrete | I | | | |

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| | | | | | |
|--------------|---|---|--|--|--|
| 6 | Excavate in unmade ground and lay 225 mm diameter perforated pipe in 500mm bed and surround of clean stone (<100mm). Trench lined with geotextile. Length up to 50 mtrs and maximum depth 1 mtr. All excavated material used as backfill or disposed of on site | M | | | |
| 7 | Formation of swale. Strip topsoil to depth of 150mm and store for reuse. Excavate sale in cultivated grass area to a profile of 3 mtrs wide x 450mm x 50 mts. Redress swale using 150mm topsoil and grass seed (34gms per/m ²). Immediate access to site of swale | I | | | |
| 8 | Day rate for 2 operatives, 8 ton dumper, 8-13 ton tracked excavator (including transportation to and from site in a 50 mile radius) and small tools | I | | | |
| TOTAL | | | | | |

LOT 5

Technical consultant (planning and design)

All work to be approved by Chartered person before being submitted to the Local Authority

Definition includes;

- i. Formation of initial comments on planning applications regarding the proposed surface water disposal strategy
- ii. The scrutinising of submitted flood risk assessments
- iii. The design of flood defence work using Auto CAD based on given topographical survey data
- iv. Formation of reports on flood events at specific locations to ascertain cause and to create a list of actions to resolve/alleviate future risk
- v. Attendance at planning meetings to present view on flood risk and surface water disposal strategies

LOT 5

| No. | Item Description | Unit | Rate |
|-----|--|------|------|
| 1 | Hourly rate for appropriately qualified person to scrutinise a submitted flood risk assessment | | |
| 2 | Hourly rate for an appropriately qualified person to form initial comments on a planning application that does not include an FRA | | |
| 3 | Hourly rate for a CAD technician to provide designs (including construction details and long sections) for flood defence work. LiDAK and level data will be supplied | | |
| 4 | Hourly rate for appropriately qualified person to attend a formal planning meeting (including appeals) at the District Council offices | | |
| 5 | Hourly rate for appropriately qualified person to attend a site to investigate a flooding incident and/or to investigate level of risk to a defined location (written report to be produced) | | |

Part 2. Contractor's Lots

Appendix 1: [The Contractor Lot(s)]

Appendix 2: [The Contractor's Tender]

Schedule 2 Lots and Award Criteria

[The Lots have been awarded as follows:]

| NAME OF LOT | FRAMEWORK PROVIDERS AND THEIR RANKING | TOTAL SCORE ACHIEVED |
|--|--|--|
| Lot 1: Reactive work of <u>any</u> description requiring a <u>two hour</u> response to a site in <u>any</u> of the three stated local authority districts | [NAME OF HIGHEST SCORING SERVICE PROVIDER] [NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER] [NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER] | [SCORE ACHIEVED BY HIGHEST SCORING SERVICE PROVIDER] [SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER] [SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER] |
| Lot 2: Reactive work of <u>any</u> description requiring either a <u>24 hour or 48 hour</u> response to a site in any of the three stated local authority districts | [NAME OF HIGHEST SCORING SERVICE PROVIDER] [NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER] [NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER] | [SCORE ACHIEVED BY HIGHEST SCORING SERVICE PROVIDER] [SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER] [SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER] |
| Lot 3: Planned works in the public highway | [NAME OF HIGHEST SCORING SERVICE PROVIDER] [NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER] [NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER] | [SCORE ACHIEVED BY HIGHEST SCORING SERVICE PROVIDER] [SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER] [SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER] |
| Lot 4: Planned work in third party land | [NAME OF HIGHEST SCORING SERVICE PROVIDER] [NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER] | [SCORE ACHIEVED BY HIGHEST SCORING SERVICE PROVIDER] [SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER] |

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| | | |
|---|--|--|
| | [NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER] | PROVIDER] [SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER] |
| Lot 5: Technical consultant, including planning application observation regarding surface water disposal | [NAME OF HIGHEST SCORING SERVICE PROVIDER] [NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER] [NAME OF NEXT HIGHEST SCORING SERVICE PROVIDER] | [SCORE ACHIEVED BY HIGHEST SCORING SERVICE PROVIDER] [SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER] [SCORE ACHIEVED BY NEXT HIGHEST SCORING SERVICE PROVIDER] |

Part 1. Standard Services Award Criteria

| Criterion number | Criterion | Percentage weightings |
|------------------|--|-----------------------|
| 1 | Price per lot (each lot will be evaluated separately and then weighting will be applied per lot) | 60% |
| 2 | Competency displayed by meeting qualifications, accreditations and experience of working for Local Authorities delivering flood defence work | 25% |
| 3 | Health and Safety record (last 5 years) | 10% |
| 4 | Financial position of company | 5% |

Part 2. Competed Services Award Criteria

| Criterion number | Criterion | Percentage weightings (or rank order of importance where applicable) |
|------------------|---------------------|--|
| 1 | [As set out in ITT] | To be set by customer conducting mini-competition |
| 2 | [As set out in ITT] | To be set by customer conducting mini-competition |
| 3 | [As set out in ITT] | To be set by customer conducting mini-competition |

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| | | |
|---|---------------------|---|
| 4 | [As set out in ITT] | To be set by customer conducting mini-competition |
| 5 | [As set out in ITT] | To be set by customer conducting mini-competition |

Schedule 3 Pricing Matrices

Pricing Schedule LOT 1

2 hour response (call out)

| No. | Item Description | Unit | Minimum quantity | Rate | Total amount £ & p |
|--------------|---|--------|------------------|------|--------------------|
| 1 | Supply 2 operatives, vehicle, small tools, mini-excavator (up to 3 ton) to site and operate plant as instructed | Hourly | 4 | | |
| 2 | Supply 20 filled sandbags (standard size) to a specified site and deploy bags | 1 | 1 | | |
| 3 | Supply 2 qualified operatives with required transport and tools to a specified site for the removal of obstructions in the watercourse (subject to risk assessment) | Hourly | 4 | | |
| 4 | Supply 2 operatives and necessary signs and fencing to guard an area of 8m ² in an accessible grassed/cultivated area | 1 | 1 | | |
| 5 | Rates for above at weekends and bank holidays: | | | | |
| | 1 | Hourly | | | |
| | 2 | 1 | | | |
| | 3 | Hourly | | | |
| | 4 | 1 | | | |
| TOTAL | | | | | |

Pricing Schedule LOT 2

24 and 48 hour response/reactive work

| No. | Item Description | Unit | Minimum quantity | Rate | Total amount £ & p |
|-----|---|--------|------------------|------|--------------------|
| 1 | Supply 2 operatives, vehicle, small tools, mini-excavator (up to 3 ton) to site and operate plant as instructed | Hourly | 4 | | |
| 2 | Supply 2 qualified operatives | Hourly | 4 | | |

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| | | | | | |
|---|--|---|--------|--|--|
| | with required transport and tools to a specified site for the removal of obstructions in the watercourse (subject to risk assessment) | | | | |
| 3 | Supply 2 operatives and necessary signs and fencing to guard an area of 8m ² in an accessible grassed/cultivated area | 1 | 1 | | |
| 4 | Supply necessary labour, materials and equipment to lay an overland 150mm plastic pipe across cultivated grass for a length of 30 mtrs. Item includes the use of 20 filled sandbags | 1 | 1 | | |
| 5 | Supply necessary labour, plant and materials (including signs and guards) to excavate out a collapsed culvert in a type 3 or 4 road. Culvert is 8 mtrs long. Lay new 300mm diameter twin wall culvert and reinstate to HAUC specification <1.5 mtrs depth. All excavated material removed from site | 1 | 8 mtrs | | |
| 6 | Supply all necessary labour, plant and materials to construct replacement wing walls to culvert inlet. Walls to have new foundation of waterproof concrete and have the following dimensions (10 mtrs x 0.6 x 0.6 mtrs). A=Walls to be built using Class A bricks, with a sand to cement mortar max of 3:1. Walls to be each 4 mtrs x 0.25 x 1.5 mtrs and constructed in a void up to 2 mtrs deep. All excavated soil to be disposed of on site. | 1 | | | |
| 7 | Supply all necessary labour, plant and materials to re- | 1 | | | |

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| | | | | | |
|--------------|--|--|--|--|--|
| | form clay formed bund in farmland. Allow for supplying 48 ton of capping clay and 10 ton of screened topsoil. Breach in bund is 6 mtrs x 1 x 3 mtrs. | | | | |
| TOTAL | | | | | |

Pricing Schedule LOT 3

| No. | Item Description | Unit | Rate | Total amount £ & p |
|-----|---|----------------|------|--------------------|
| 1 | Excavation of trial hole (1 x 1mtr) in the public footpath and reinstatement to HAUC specification <1.5 mtrs depth | M ³ | | |
| 2 | Excavation of trial hole (1 x 1 mtr) in a type 3 or 4 road, with reinstatement to HAUC specification <1.5 mtrs depth | M ³ | | |
| 3 | Excavate supply and lay 100mm diameter pipe in highway verge.reinstate with 100mm pea shingle bed and surround and excavated material. <24 linear mtrs. | M | | |
| 4 | Excavate supply and lay 100mm diameter pipe in bitmac public footpath, with reinstatement to HAUC. <24 linear mtrs | M | | |
| 5 | Excavate, supply and lay 100mm diameter pipe in bitmac public footpath, with reinstatement to HAUC. >24 linear mtrs | M | | |
| 6 | Form 225mm thick Engineering Class B brick manhole, with a (0.6 wide) D400 frame and cover 1.5 mtrs depth in public footpath | M | | |
| 7 | Excavate, supply and lay 225mm diameter pipe in type 3 or 4 highway. Include permanent reinstatement. Up to 1.5 mtrs depth <6 mtrs. | M | | |
| 8 | Excavate, supply and lay 225mm diameter pipe in type 3 or 4 highway. Include permanent reinstatement. Up to 1.5 mtrs depth >6 mtrs | M | | |
| 9 | Excavate road, supply and lay 450mm concrete pipe (12 mtrs) in type 2 road. | 1 | | |

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| | | | | |
|--------------|--|--|--|--|
| | Reinstate to HAUC specification (first time permanent reinstatement) | | | |
| TOTAL | | | | |

LOT 4

| No. | Item Description | Unit | Minimum quantity | Rate | Total amount £ & p |
|-----|--|------|------------------|------|--------------------|
| 1 | Excavation of trial hole in unmade ground, to a depth of 1.5 mtrs, including reinstatement using excavated material | 1 | | | |
| 2 | Excavate supply and lay 100mm diameter pipe in unmade ground, with pea single surround (100mm), to a depth of 1 mtr including reinstatement using excavated materials 6 – 24 mtrs | M | | | |
| 3 | Excavate, supply and lay 300 mm diameter pipe in unmade ground with 100mm pea shingle in surround, to a depth of 1 mtr, including reinstatement using excavated material 6 – 24 mtrs | M | | | |
| 4 | Excavate, supply and lay pre-cast concrete ring soakaway, with D400 frame and cover in unmade ground (2 mtrs depth x 1.2 mtrs wide) on 150mm compacted Type 1 stone baste | 1 | | | |
| 5 | Excavate foundation in flat unmade ground and form concrete foundation (10 mtrs x 0.6 x 0.6mtrs) using waterproof concrete | 1 | | | |

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| | | | | | |
|--------------|---|---|--|--|--|
| 6 | Excavate in unmade ground and lay 225 mm diameter perforated pipe in 500mm bed and surround of clean stone (<100mm). Trench lined with geotextile. Length up to 50 mtrs and maximum depth 1 mtr. All excavated material used as backfill or disposed of on site | M | | | |
| 7 | Formation of swale. Strip topsoil to depth of 150mm and store for reuse. Excavate sale in cultivated grass area to a profile of 3 mtrs wide x 450mm x 50 mts. Redress swale using 150mm topsoil and grass seed (34gms per/m ²). Immediate access to site of swale | 1 | | | |
| 8 | Day rate for 2 operatives, 8 ton dumper, 8-13 ton tracked excavator (including transportation to and from site in a 50 mile radius) and small tools | 1 | | | |
| TOTAL | | | | | |

LOT 5

| No. | Item Description | Unit | Rate |
|-----|--|------|------|
| 1 | Hourly rate for appropriately qualified person to scrutinise a submitted flood risk assessment | | |
| 2 | Hourly rate for an appropriately qualified person to form initial comments on a planning application that does not include an FRA | | |
| 3 | Hourly rate for a CAD technician to provide designs (including construction details and long sections) for flood defence work. LiDAK and level data will be supplied | | |
| 4 | Hourly rate for appropriately qualified person to attend a formal planning meeting (including appeals) at the District Council offices | | |
| 5 | Hourly rate for appropriately qualified person to attend a site to investigate a flooding incident and/or to investigate level of risk to a defined location | | |

Schedule 2 – Flood Defence Works – Draft Framework Agreement

| | | | |
|--|---------------------------------|--|--|
| | (written report to be produced) | | |
|--|---------------------------------|--|--|

Pricing revisions

The prices contained in the Pricing Matrix are subject to revision on an annual basis with effect from each anniversary of the Commencement Date in line with the percentage increase in the Consumer Prices Index in the preceding 12-month period. The first such increase shall take effect at the beginning of the second Framework Year and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index at the beginning of the last month of the previous Framework Year.

Schedule 4 Order Form

ORDER FORM

Framework Agreement

FROM

| | |
|-----------------------------------|--|
| Customer: | |
| Service address: | |
| Invoice address: | |
| Authorised Representative: | Ref: Phone: E-mail: |
| Order number: | To be quoted on all correspondence relating to this Order: |
| Order date: | |

TO

| | |
|------------------------------|---------------------|
| Contractor: | [CONTRACTOR'S NAME] |
| For the attention of: | |
| E-mail: | |
| Telephone number: | |
| Address: | |

| |
|---|
| 1. WORKS REQUIREMENTS |
| (1.1) Works required: |
| (1.2) Works Commencement Date: |
| (1.3) Price payable by Customer and payment profile: |
| (1.4) Completion date (including any extension period or periods): |

| |
|--|
| 2 [MINI-COMPETITION ORDER: ADDITIONAL REQUIREMENTS |
| (2.1) Supplemental requirements in addition to Call-off Terms and Conditions: |
| |
| (2.2) Variations to Call-off Terms and Conditions: |
| |

| |
|--|
| 3. PERFORMANCE OF THE WORKS |
| (3.1) Key personnel of the Contractor to be involved in the Works [and deliverables]: |
| |
| (3.2) Performance standards: |
| |
| (3.3) Location(s) at which the Works are to be provided: |
| |
| (3.4) Quality standards: |
| |
| (3.5) Contract monitoring arrangements: |
| |
| (3.6) Management Information and meetings |
| |

| |
|--|
| 4. CONFIDENTIAL INFORMATION |
| (4.1) The following information shall be deemed Confidential Information: |
| |
| (4.2) Duration that the information shall be deemed Confidential Information: |
| |

CONTRACT DATA

(for NEC3 Engineering and Construction Short Contract)

The *Employer* is

Name:

Address:

Telephone:

Fax:

E-mail address:

The *works* are:

The *site* is:

The *starting date* is

The *completion date* is

The *period for reply* is weeks

The *defects date* is weeks after Completion

The *defect correction period* is 28 days

The *delay damages* are per day

The *assessment day* is the of each month

The *retention* is %

Does the Housing Grants, Construction and Regeneration Act 1996 apply? No

The *Adjudicator* is

Name:

Address:

Telephone:

Fax:

E-mail address:

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]

The *Contractor* is not liable to the *Employer* for loss of or damage to the *Employer's* property in excess of £5,000,000.00 for any one event

The *Employer* provides this insurance

[Only enter details here if the *Employer* is to provide insurance]

The minimum amount of cover for the third insurance stated in the Insurance Table is £5,000,000.00

The minimum amount of cover for the fourth insurance stated in the Insurance Table is

The *Adjudicator nominating body* is The Institution of Civil Engineers

The *tribunal* is arbitration

If the *tribunal* is arbitration, the arbitration procedure is the Rules of the London Court of International Arbitration

The *conditions of contract* are the NEC 3 Engineering and Construction Short Contract April 2013 and the following additional conditions

[only enter details here if additional conditions are required]

The *Contractor* is

Name:

Address:

Telephone:

Fax:

E-mail address:

The percentage for overheads and profit added to the Defined Cost for people is
%

The percentage for overheads and profit added to other Defined Cost for people is
%

The *Contractor* offers to provide the Works in accordance with the *conditions of contract* for an amount to be determined in accordance with the *conditions of contract*

The offered total of the Prices is

[Enter the total of the Prices from the Price List]

Price List

[Entries in the first four columns in this Price List are made either by the *Employer* 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 |
|-------------|-------------|------|----------|------|-------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| The total of the Prices | | | | | | | | | | | | | | | | | | | | |
|---|------------------|----------------------------|--|--|--|----------------|------------------|----------------------------|--|--|--|--|--|--|--|--|--|--|--|--|
| Works Information | | | | | | | | | | | | | | | | | | | | |
| <p>[The Works Information should be a complete and precise statement of the <i>Employer's</i> requirements. If it is incomplete or imprecise there is a risk that the <i>Contractor</i> will interpret it differently from the <i>Employer's</i> intention. Information provided by the <i>Contractor</i> should be listed in the Works Information only if the <i>Employer</i> is satisfied that it is required, is part of a complete statement of the <i>Employer's</i> requirements and is consistent with the other parts of the Works Information.]</p> | | | | | | | | | | | | | | | | | | | | |
| 1 Description of the works | | | | | | | | | | | | | | | | | | | | |
| [Give a detailed description of what the <i>Contractor</i> is required to do and of any work the <i>Contractor</i> is to design] | | | | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | | | | |
| 2 Drawings | | | | | | | | | | | | | | | | | | | | |
| [List the drawings that apply to this contract] | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Drawing number</th> <th style="width: 33%;">Revision</th> <th style="width: 33%;">Title</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | | | | | | Drawing number | Revision | Title | | | | | | | | | | | | |
| Drawing number | Revision | Title | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | | |
| 3 Specifications | | | | | | | | | | | | | | | | | | | | |
| [List the specifications which apply to this contract] | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 33%;">Title</th> <th style="width: 33%;">Date or revision</th> <th style="width: 33%;">Tick if publicly available</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </tbody> </table> | | | | | | Title | Date or revision | Tick if publicly available | | | | | | | | | | | | |
| Title | Date or revision | Tick if publicly available | | | | | | | | | | | | | | | | | | |
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| | | | | | | | | | | | | | | | | | | | | |
| 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>Employer</i>] | | | | | | | | | | | | | | | | | | | | |

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).]

6 Services and other things provided by the Employer
 [Describe what the Employer will provide, such services (including water and electricity) and “free issue” Plant and Materials and equipment.]

| Item | Date by which it will be provided |
|------|-----------------------------------|
| | |
| | |
| | |
| | |

Site Information
 [Give information about the site such as the ground conditions and any other information which is likely to affect the Contractor’s work such as limitations on access and the position of adjacent structures.]

BY SIGNING AND RETURNING THIS ORDER FORM THE CONTRACTOR AGREES to enter a legally binding contract with the Customer to provide to the Customer the Works specified in this Order Form (together with, where completed and applicable, the mini-competition order (additional requirements) set out in section 2 of this Order Form) incorporating the rights and obligations in the Call-off Terms and Conditions set out in the Framework Agreement entered into by the Contractor and the Authority on [DATE].

For and on behalf of the Contractor:

| | |
|----------------|--|
| Name and title | |
| Signature | |

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| | |
|--|--------|
| Date | |
| Contractor's Authorised Representative for the Contract (if different) | [NAME] |

For and on behalf of the Customer:

| | |
|----------------|--|
| Name and title | |
| Signature | |
| Date | |

Appendix 1: Specification for the Works

Appendix 2: Contractor's Tender

Appendix 3: Supplemental Tender

Schedule 5 Call-off Terms and Conditions

Terms and Conditions of the NEC 3 Engineering and Construction Short Contract April 2013

Schedule 6 Contract management

- 1. MEETINGS**
 - 1.1 Type
 - 1.2 Quorum
 - 1.3 Frequency
 - 1.4 Agenda
- 2. REPORTS**
 - 2.1 Type
 - 2.2 Contents
 - 2.3 Frequency
 - 2.4 Circulation list

Schedule 7 Framework Agreement Variation Procedure

1. INTRODUCTION

- 1.1 Schedule 7 details the scope of the variations permitted and the process to be followed where the Authority proposes a variation to the Framework Agreement.
- 1.2 The Authority may propose a variation to the Framework Agreement under Schedule 7 only where the variation does not amount to a material change in the Framework Agreement or the Works.

2. PROCEDURE FOR PROPOSING A VARIATION

- 2.1 Except where paragraph 5 applies, the Authority may propose a variation using the procedure contained in this paragraph 2.
- 2.2 In order to propose a variation, the Authority shall serve each Framework Provider with written notice of the proposal to vary the Framework Agreement (**Notice of Variation**).
- 2.3 The Notice of Variation shall:
 - (a) contain details of the proposed variation providing sufficient information to allow each Framework Provider to assess the variation and consider whether any changes to the prices set out in its Pricing Matrices are necessary; and
 - (b) require each Framework Provider to notify the Authority within [NUMBER] days of any proposed changes to the prices set out in its Pricing Matrices.
- 2.4 On receipt of the Notice of Variation, each Framework Provider has [NUMBER] days to respond in writing with any objections to the variation.
- 2.5 Where the Authority does not receive any written objections to the variation within the timescales detailed in paragraph 2.4, the Authority may then serve each Framework Provider with a written agreement detailing the variation to be signed and returned by each Framework Provider within [NUMBER] days of receipt.
- 2.6 On receipt of a signed agreement from each Framework Provider, the Authority shall notify all Framework Providers in writing of the commencement date of the variation.

3. OBJECTIONS TO A VARIATION

In the event that the Authority receives one or more written objections to a variation, the Authority may:

- (a) withdraw the proposed variation; or
- (b) propose an amendment to the variation.

4. CHANGES TO THE PRICING MATRICES

- 4.1 Where a Framework Provider can demonstrate that a variation would result in a change to the prices set out in its Pricing Matrices, the Authority may require further evidence from the Framework Provider that any additional costs to the Framework Provider will be kept to a minimum.
- 4.2 The Authority may require the Framework Provider to meet and discuss any proposed changes to the Pricing Matrices that would result from a variation.
- 4.3 Where a change to a Framework Provider's Pricing Matrices is agreed by the Authority, the Authority shall notify its acceptance of the change to the Framework Provider in writing.
- 4.4 In the event that the Authority and the Framework Provider cannot agree to the changes to the Pricing Matrices, the Authority may:
 - (a) withdraw the variation; or
 - (b) propose an amendment to the variation.

5. VARIATIONS THAT ARE NOT PERMITTED

In addition to the provisions contained in paragraph 1.2, the Authority may not propose any variation that:

- (a) may prevent one or more of the Framework Providers from performing its obligations under the Framework Agreement; or
- (b) is in contravention of any Law.

Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF AUTHORITY] Director
Signed by [NAME OF DIRECTOR]
for and on behalf of [NAME OF SERVICE PROVIDER] Director