

NEC4 Engineering and Construction

Short Contract

FCRM Operational Framework – Northern Hub

A contract between

The Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

And

For

Provision of routine maintenance activities as
secondary supplier and to provide additional labour
resource in Area 2, Cumbria and Lancashire

Contract Forms

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

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	[REDACTED]	
Address for electronic communications	[REDACTED]	
The <i>works</i> are	The routine maintenance activities in Cumbria and Lancashire, as stated in Appendix 1 and to provide additional labour resource	
The <i>site</i> is	Various across Cumbria and Lancashire – individual site locations are contained in the programme schedule as FCRM System locations	
The <i>starting date</i> is	1 st April 2020	
The <i>completion date</i> is	31 st March 2021	
The <i>delay damages</i> are	[REDACTED]	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is		%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply?		
The <i>Adjudicator</i> is : The Institution of Civil Engineers		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this definition of the <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is		% per complete week of delay.
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to		
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	in respect of every claim without limit to the number of claims	following Completion of the whole of the works or earlier termination
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions		
Only enter details here if additional conditions are required.		
Z1.0	Sub-contracting	
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.	
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.	
Z2.0	Environment Agency as a regulatory authority	
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.	

Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees. The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the works does not constitute statutory approval or consent.
Z2.3	An action by the Environment Agency as regulatory authority is not in its capacity as <i>Client</i> and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the works only with the <i>Client's</i> written agreement
Z4.0	Correctness of Site Information
Z4.1	Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the <i>Client</i> but is not warranted correct. The <i>Contractor</i> checks the correctness of any such Site Information they rely on for the purpose of Providing the Works.
Z5.0	The Contracts (Rights of Third Parties) Act 1999
Z5.1	For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Z6.0	Design
Z6.1	Where design is undertaken, it is the obligation of the <i>Contractor</i> to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The <i>Contractor</i> designs the parts of the works which the Scope states they are to design.
Z6.3	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The <i>works</i> are affected by any one of the following events <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments

Contract Data

The *Contractor's* Contract Data

		The <i>Contractor</i> is
Name		
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		%
The <i>people rates</i> are		
category of person	unit	rate
Director	Hr	
Senior Manager	Hr	
Contracts Manager	Hr	
Supervisor	Hr	
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

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

The offered total of the Prices is

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 29.05.20

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 15/6/20

Price List

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

Item Number	Description	Unit	Quantity	Rate	Price
1	Price for identified Channel and Embankment grass, weed and blockage works <i>The detail is contained in Appendix 1</i>				
2	Detailed activity Price list for ad-hoc Tree works carried out under the contract. Tree Surgeon Herbicide Operatives Aerial Treework Operative Winch/Chipper Operatives Streetworks Operatives Machine Operator/Driver General Labourer Tree Surveyor Qualified Arboculturist Chainsaw Operatives (bankside work) Chainsaw Operatives (in channel work) Slinger/Signaller Chippers (up to 6") Tippers Stump Grinders Tree snips Mobile Elevated Work Platforms Excavators (3 tonne) Excavators (8 tonne)				

	<p>Excavators (15 tonne)</p> <p>Tracked Dumper (12 tonne)</p> <p>Wheeled Dumper (9 tonne)</p> <p>Tractors (including winch)</p> <p>Mulching unit</p> <p>Winches</p> <p>Flat Bed</p> <p>Crane (70 tonne)</p> <p>HIAB</p>
4	2 Pest Control Operatives and 1 vehicle (Bridgend Depot, Levens Kendal) Embedded Labour
5	2 Pest Control Operatives and 1 vehicle (Spurrier House, Leyland) Embedded Labour
6	2 operatives and 1 Vehicle (Abbeytown Depot) Embedded Labour
7	Wrack Removal . (Man rate inclusive of all costs except Waste Removal
	<p>Maintenance Checks: OB_WD1</p> <p>Channel Length<500m</p> <p>Channel length 501-1000m</p> <p>Channel Length 1001to 10000m</p> <p>Channel Length 10000m+</p> <p>Maintenance Checks: OB_WD1_TB2</p> <p>Channel Length<500m</p> <p>Channel length 501-1000m</p> <p>Channel Length 1001to 10000m</p> <p>Channel Length 10000m+</p>
8	<p>Programmed Annual Tree PSRA Inspection for 6 Environment Agency sites across Lancashire</p> <p>Pilling Amenity Area</p> <p>Lane Ends East Trees</p> <p>Altmouth Pumping Station Trees</p> <p>Crossens Pond Trees</p> <p>Crossens Depot Trees</p> <p>Crossens Rain Gauge Trees</p>
	The Total of the Prices

Per m

The method and rules used to compile the Price List are
The Framework Price Workbook and the Framework Deed of Agreement.

Scope

1. Description of the works

Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

Maintenance Programme

The *Contractor* is to undertake routine maintenance activities as described in Appendix 1 and in accordance with the Specification and the FCRM Asset Maintenance Standards.

Site specific scopes of works will be provided in Maintenance Schedules and the *Client* will provide site contacts for these of works if the *Contractor* requires clarification on any aspects of the *works* to be completed.

Any man-made debris found during mowing, weed removal or blockage clearance operations will be removed from site and disposed of. Any substantial woody debris will either be chipped and spread on-site, or removed off-site.

The *Client* will provide the Incident Hotline number () to the *Contractor* to be used in the event any pollution or environmental incidents are identified on the *site*. Such incidents are not to be rectified by the *Contractor*.

The *Contractor* will provide the *Client* with an initial programme of works, which will be updated on a 2 weekly basis reflecting work to be carried out that week.

If there are any discrepancies between the Site Information provided and what is encountered by the work team on *site*, this will be reporting back to the *Client* for clarification of how to proceed. The same reporting mechanism can be used if there is evidence of defects on the *Client's* assets (eg channel slips).

Photographic evidence shall be provided to the *Client*, pre-works and post works, demonstrating the work has been completed. Post works checks should include for checking for evidence of asset defects or for the presence of Vermin. These should then be reported to the Environment Agency.

The *Client* will also call-off additional emergency tree-works throughout the year in Lancashire. Specifications will be provided by the *Client* and costs agreed via a compensation event base don rates included in the contract.

Embedded Labour Resource Requirement.

The work required to be carried out will be that covered by the Specification.

Spurrier House and Bridgend depot: The operatives will need to be trained vermin inspectors and have training in Invasive Species Control and will be required to work in a team of the Clients staff.

The contractor is to provide 2 No. Operatives and 1 Vehicle at [REDACTED]
[REDACTED] between the following dates:

04th May 2019– 22nd May 2019 (14 working days)
10th Aug 2019– 28th Aug 2020 (15 working days)

The contractor is to provide 2 No. Operatives and 1 vehicle (4x4) at [REDACTED]
[REDACTED] between the following dates:

2nd Nov 2019 – 18th Dec 2019 (35 working days)
4th Jan 2020 – 29st Jan 2020 (20 working days)

The work will include working in or near watercourses carrying out the following duties –
Spraying of invasive plants, namely Giant Hogweed and Knotweed throughout channels and keeping
flood embankments free from Vermin.

[REDACTED] A team of 2 operatives is also required to be provided to our [REDACTED] to
support delivery of the maintenance programme there. Work will include grass cutting with Strimmers
and channel clearance with use of hand tools. No specialist chainsaw or excavator operators required

The operatives will be working alongside the Field team on some of the more labour intensive reaches
of watercourse and at other time works as a 2 man team with no direct contact to a Field team gang. All
necessary working procedures to meet requirements for Covid 19 social distancing will be put in place.

The contractor will be required to provide 2 Operative and 1 Vehicle to [REDACTED], [REDACTED]
[REDACTED] between the following dates:

3rd Aug 2020 – 2nd Oct 2020 (44 working days)

The operatives will report to the identified Clients Field Team Leader or Specialist Team Member each
day. Work will be assigned and supervised by the Field Team Leader or Specialist Team Member, but
there may be instances where the Contractors operatives will be requested to work without Client
Supervision.

During times of incident response the Contractor maybe required to undertake some other duties such
as filling sandbags, gathering asset information at various locations or assisting Client staff on check
rounds.

The Contractor is to obtain agreement from the Client prior to changing any individuals provided under
this contract.

Key contacts for Embedded Labour:

[REDACTED]

[REDACTED]

[REDACTED]

Tree PSRA Inspection

Across Cumbria and Lancashire the *Client* is responsible for the public safety associated with trees on
land owned by the Environment Agency at 6 sites. The number of trees within each site vary some with
use a single tree and others with up to 20 trees.

In order to comply with public safety guidance we are required to inspect trees annually as well as
within 5 days after each named storm.

The *Client* directs the *Contractor* to assess all 6 tree sites annually. These assessments need to be done within the window of 1st April – 31st March inclusive and using the form supplied by the Environment Agency (this is included as an appendix to the contract).

Additionally the *Client* may direct the *Contractor* to carry out an inspection of all 6 tree sites within 5 working days of each named storm.

The LANTRA trained tree assessor must undertake a careful visual inspection of the trees to check for obvious defects. They must supply a report to the Environment Agency with 5 working days of any inspection. This report must include the following details:

- Time and date of inspection
- Details of any tree defects
- Recommendations to resolve defects
- Costs associated to resolve defects

If any urgent or emergency works are required, the *Client* must be made aware of them on the day of the assessment.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
n/a		

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Appendix A2 to the Framework Deed of Agreement Section 6 – Lot 2 Specification	V1 20th February 2019	No
FCRM Asset Maintenance Standards	2013	Yes
Work Specifications for each grass, weed and blockage management site listed in Appendix 1 will be provided in a site specific PCI / Work Schedule	2019	No

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

For the Maintenance Programme

The *Contractor* will receive works instructions or “Maintenance Schedules” - These instructions will contain any specific constraints relating to the individual *site*.

The *Contractor* will be permitted to work between 7.00am and 5.00pm on weekdays (Monday to Friday)

The *Contractor* is responsible for ensuring adequate Health and Safety arrangements are in place for the works and that identified environmental constraints are managed. The *employer* reserves the right to assess the suitability and adequacy of risk management plans prior to works starting on *site*.

The *Contractor* is responsible for ensuring that all working areas are clearly identified and adequate measures are taken to protect members of the public whilst the *works* are in progress, but the *Employer* reserves the right to review risk management plans

The *site* must be left in a clean and tidy condition upon completion of the *works*

The *Works* must be completed within the working windows identified in Appendix 1.

For the Embedded Labour Resource it is essential that the *Contractors* operatives provided under this contract are trained in:

- Working next to water (Water Safety Trained – see Framework Specification)
- NRSWA Chapter 8
- City and Guilds in the safe use of pesticides.
- NPTC level 2 in safe use of pesticides.
- PA1 & PA6 AW pesticide training.
- Safe use of Aluminium Phosphide.
- Responsible & effective control of commercial rodents.
- Rabbit & mole trapping

The above training courses are ones attended by our internal staff and may include some crossover of requirements.

The vehicle provided with the operatives must have off-road capability and carry standard small tools as detailed in the Framework Price Workbook.

The resource is to be provided on a 5-day working week basis (Monday to Friday 7.45am to 4.45pm) with the following breaks included: 15 minutes in the morning and a 30 minute lunch break. Travel time to and from the request depot is not included in these hours and shall be at the *Contractor's* expense.

Contractor operatives are to meet with the *Client* staff at the nominated depot each day unless otherwise instructed by the *Client*.

All *Contractor* staff supplied under this contract must have a valid *Contractor* named DBS check.

5. Requirements for the programme

The *Contractor* submits his programme with the *Contractor's* offer for acceptance. The Programme will then be updated and provided to the *Client* every 2 weeks, on a Friday.

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

- (a) Period required for Pre-works walkovers, planning and mobilisation
- (b) *starting date*
- (c) Each of the activities listed within Appendix 1 and the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/ permits; stated constraints; *Contractors* risks.
- (e) *Completion date*

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

Associated Documents	Date by which it will be provided
Key contacts Vermin Control Scopes Maintenance Check specifications PSRA tree work scopes Specific environmental scope Back Drain/Middle Drain	April 2019
<p>All sites will have site specific Maintenance Schedules , including:</p> <ul style="list-style-type: none"> • maps • reaches to be covered • key risk information • emergency meeting points <p>Other information that will may be provided if required includes:</p> <ul style="list-style-type: none"> • BT service searches – may be older than 3 months from start date – contractor to verify where necessary • United Utilities searches - may be older than 3 months from start date – contractor to verify where necessary • Linesearch searches - may be older than 3 months from start date – contractor to verify where necessary • Electricity North West search - may be older than 3 months from start date – contractor to verify where necessary 	Prior to programmed works commencing

<ul style="list-style-type: none"> Where relevant, site specific details on hostile sites have been provided as well as maps showing the areas covered by the hostile site. 	
<p>Contractors will be briefed on hostile sites procedures and if any hostile situation is experienced it is expected that:-</p> <ul style="list-style-type: none"> The Contractor withdraws from the <i>site</i> Contractors must contact the Project Manager, or Flood Incident Duty Officer (FIDO Lancashire [REDACTED]) if carrying out reactive maintenance The Project Manager or FIDO will make an evidence based assessment on the impact of not undertaking the works If a potential impact could result in flooding, police will be contacted for on-site support. 	Prior to programmed works commencing
<ul style="list-style-type: none"> The Contractor will receive works instructions or "contracts" through the Client's asset planning portal (AIMS:Planning). 	Prior to programmed works commencing
<p>Embedded Labour:</p> <p>The Client will provide tools and equipment to undertake Vermin and INNS control tasks under Client instruction</p>	As Required
<p>PPE will be provided by the Contractor as detailed in the Framework Price Workbook.</p>	As Required
<p>Tree PSRA Inspection</p> <p>PSRA Assessment form blank</p> <p>Location plan of tree sites</p> <p>Further details of tree site including number of trees</p>	
<h2>7. Site Information</h2>	
<p>The Site Information for each "contract" will be provided via the EA's Sharefile System and the AIMS:Planning portal prior to the Contractor arriving on site.</p>	
<p>This information will be contained the Pre-Construction Information (PCI) or the Maintenance Schedule for each individual site.</p>	

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
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1.	<div>██████████</div> <div>██████████████████</div> <div>████████████████████████</div>	General labour to undertake channel and grass maintenance operations.
2.	<div>████████████████████████████</div> <div>██████████████████</div> <div>██████████████</div> <div>██████████</div> <div>██████████</div> <div>██████████████████</div>	General labour to undertake channel and grass maintenance operations.
3.	<div>██████████████████████████</div> <div>██████████████████</div> <div>██████████████████████████</div>	Arboriculture services including tree clearance, mulching, stump grinding, winching.
4.	<div>Form of Contract:</div>	