

# NEC4 Engineering and Construction

## Short Contract

**FCRM Operational Framework – Northern Hub Area 4, Greater Manchester Merseyside and Cheshire (GMC)**

**A contract between**

**The Environment Agency**

**Horizon House**

**Deanery Road**

**Bristol**

**BS1 5AH**

**And**

**Ground Control Ltd**

**For**

**Provision of routine maintenance activities as primary supplier in Northern Hub Area 4, Greater Manchester Merseyside and Cheshire (GMC)**

**Contract Forms**

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- **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	Sale Depot, Carrington Lane, Sale, M33 5NL	
Address for electronic communications	<div></div>	
The <i>works</i> are	The routine maintenance activities in GMC Area as stated in Appendix A	
The <i>site</i> is	Various in GMC – individual site locations are contained in the programme schedule as FCRM System locations	
The <i>starting date</i> is	1st April 2023	
The <i>completion date</i> is	31 <sup>st</sup> March 2024	
The <i>delay damages</i> are	nil	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) <b>does</b> apply.		
The <i>Adjudicator</i> is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <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 works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i> ) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum [REDACTED] 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	Not required	
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		
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	<p>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.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design</p>
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	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
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.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z30.0	<p>Defined terms</p> <p>a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.</p> <p>b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.</p> <p>c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.</p>
Z30.2	<p>Price Volatility Provision</p> <p>Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:</p> $\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$
Z30.3	<p>Price Increase</p> <p>Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.</p>
Z30.4	<p>Compensation Events</p> <p>The Contractor shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month.</p>

Assessment Date	Defined Cost?	Forecasted Cost?
31 <sup>st</sup> Jul 21	In period costs only	No
31 <sup>st</sup> Aug 21	In period costs only	No
30 <sup>th</sup> Sept 21	In period costs only	No
31 <sup>st</sup> Oct 21	In period costs only	No
30 <sup>th</sup> Nov 21	In period costs only	No
31 <sup>st</sup> Dec 21	In period costs only	No
31 <sup>st</sup> Jan 22	In period costs only	No
28 <sup>th</sup> Feb 22	In period costs only	No
31 <sup>st</sup> Mar 22	In period costs only	No
30 <sup>th</sup> Apr 22	In period costs only	No
31 <sup>st</sup> May 22	In period costs only	No
30 <sup>th</sup> Jun 22	In period costs only	No
31 <sup>st</sup> Jul 22	In period costs only	No
31 <sup>st</sup> Aug 22	In period costs only	No
30 <sup>th</sup> Sept 22	In period costs only	No
31 <sup>st</sup> Oct 22	In period costs only	No
30 <sup>th</sup> Nov 22	In period costs only	No
31 <sup>st</sup> Dec 22	In period costs only	No
31 <sup>st</sup> Jan 23	In period costs only	No
28 <sup>th</sup> Feb 23	In period costs only	No
31 <sup>st</sup> Mar 23	In period costs only	No
30 <sup>th</sup> Apr 23	In period costs only	No
31 <sup>st</sup> May 23	In period costs only	No
30 <sup>th</sup> Jun 23	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

# Contract Data



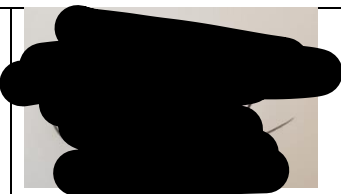
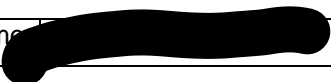


## The Contractor's Contract Data

	The Contractor is	
Name	Ground Control Limited	
Address for communications	Kingfisher House, Radford Way, Billericay CM12 0EQ	
Address for electronic communications	<a href="#">[REDACTED]</a>	
The fee percentage is	[REDACTED]	%
The people rates are	As submitted in the Lot 2 Price Workbook (before RPI is applied)	
category of person	unit	rate
Contracts Manager	Hr	[REDACTED]
Chainsaw operative (ground)	Hr	[REDACTED]
Herbicide operative	Hr	[REDACTED]
Operative	Hr	[REDACTED]
Supervisor	Hr	[REDACTED] 77
The published list of Equipment is	Framework rates before RPI	
The percentage for adjustment for Equipment is	[REDACTED]	

# 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	£434,430.50
Signed on behalf of the <i>Contractor</i>	
Name 	
Position 	
Signature 	
Date	08/03/2023
The <i>Client</i> accepts the <i>Contractor's</i> Offer to Provide the Works	
Signed on behalf of the <i>Client</i>	
Name 	
Position 	
Signature 	

Date	27/3/23
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# 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
	The Price List as contained in workbook Appendix A	Item	1	£434,430.50	£434,430.50
The total of the Prices				£434,430.50	

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.**

The *Contractor* is to undertake routine maintenance activities as described in Appendix B, site maintenance schedule, and in accordance with the Specification and the FCRM Asset Maintenance Standards, V2.0, 26/10/2021.

An in year 2023\_2024 PCI will be provided by the client supported by site specific scope of works information, provided as appendix information.

See Appendix B Maintenance Schedule data detailing work scope and extents.

The client will provide site contacts for these works.

The *Contractor* shall provide a price for the agreed activities.

Grass cutting machine or hand cut rates to be used on applicable maintenance activities. Framework hourly staff rates are to be applied to activities outside the FCRM Asset Maintenance Standards – Mowing Options.

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 site. Such incidents are not to be rectified by the *Contractor*.

**The provisions below will form the contractors key performance measures (KPM'S) and will be used to monitor and assess the successful delivery of the contract.**

- A) The *Contractor* will provide the *Client* with an initial programme of works, which will be updated on a monthly basis reflecting work programming delivery dates. Prior to starting work, and upon completion on site, the contractor will notify the assigned officer.
- B) Photographic evidence shall be provided to the *Client*, post works, demonstrating and evidencing work completion utilising AIMS:OM portal.
- C) If there are any discrepancies between the site maintenance schedule information provided and the working site, this will be reported back to the *Client* for clarification of how to proceed. The same reporting mechanism shall be used if there is evidence of defects on the *Client's* assets (eg channel slips).
- D) AIMS:OM – The contractor is expected to use and demonstrate competence in full utilisation of the portal. All work must be delivered via AIMS:OM, inclusive of budget amendments.
- E) Active monitoring will be undertaken as part of the contract by EA staff. A target of 0 non-conformities will be expected.

The *Contractor* is too "complete" the "contract" within and provide details of the actual cost for this specific maintenance activity and location as well as provide updated information regarding the asset. All amendments to timeframe and delivery costs must be agreed prior to delivery completion and budget costs amended within the AIMS:OM portal.

The *Contractor* will receive works instructions or "contracts" through the *Client's* asset planning portal (AIMS:OM). The *Contractor* is too "complete" the "contract" within this portal and insert the actual cost for this specific maintenance activity and location as well as provide updated information regarding the asset.

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
Appendix A	a	GMMC Workbook price list
Appendix B	a	GMMC Maintenance schedule data

## 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 September 2017	No
FCRM Asset Maintenance Standards	V2.0 26/10/2021	Yes

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

State any constraints on the sequence and timing of work and on the methods and conduct of work including the requirements for any work by the *Client*.

The *Contractor* will receive works instructions or “contracts” from the client. These instructions will contain any specific constraints relating to the individual *site inclusive of delivery window constraints*.

The *Contractor* shall not commence any work on the *site* until the *Client*, or their representative, has accepted the risk assessments and method statements related to this contract.

The *Contractor* shall not commence any work on the *site* until the *Client* or their representative, are in receipt of, and have approved the proposed herbicide application.

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 <i>site</i> must be left in a clean and tidy condition upon completion of the <i>works</i>	
The <i>Contractor</i> is responsible for providing the appropriate Personal Protective Equipment for the task being undertaken.	
The <i>Contractor</i> is responsible for providing the appropriate plant, machinery, equipment and tools for the works being undertaken	
<b>Working times</b>	
The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)	
<b>5. Requirements for the programme</b>	
<b>A programme is required and is to be provided as part of the accepted workbook. The programme is to contain as a minimum the following information below. The program is to be submitted prior to Contract award and be updated on a monthly basis.</b>	
<p>The <i>Contractor</i> submits his programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> 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:</p> <p>(a) Period required for mobilisation/ planning &amp; post contract award</p> <p>(b) starting date</p> <p>(c) Each of the activities listed within the Price List</p> <p>(d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; <i>Contractor's</i> risks.</p> <p>(e) Completion date</p>	
<b>6. Services and other things provided by the <i>Client</i></b>	
<b>Item</b>	<b>Date by which it will be provided</b>
Hazard Ops drawings to be provided within Works Information to include overhead services and site-specific hazards.	In advance of individual work order issue utilising AIMS:OM.
<b>Site Information</b>	

The Site Information for each “contract” will be provided by the client prior to the <i>Contractor</i> arriving on <i>site</i> .
This information will contain the Pre-Construction Information (PCI) or the Maintenance Schedule for the <i>site</i> and will be provided via AIMS:OM
AIMS:OM will be utilised during 2023-24 and will be the preferred option to issue works site information. A change of site information communication for each contract will be provided via the AIMS:OM portal.

## Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	Form of Contract:	
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	