

ECSC Contract Template

Use the template on the pages that follow to assist you when preparing an NEC4 Engineering and Construction Short Contract (ECSC) under the

Asset Operation, Maintenance and Response (Asset OMR) Framework

For Lot 3 Vegetation Management, Landscape and Habitat Creation

NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response Framework
Lot 3 Vegetation Management, Landscape and Habitat Creation

A contract between	The Environment Agency Rivers House East Quay Bridgwater TA6 4YS
And	Stonbury Ltd
For	Floating Pennywort Invasive Species Management and Vegetation Maintenance
	Contract Forms <ul style="list-style-type: none">- Contract Data- The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance- Price List- Scope

Contract Data

The *Client's* Contract Data

The <i>Client</i> is	Environment Agency	
Address for communications	The Environment Agency, Rivers House, East Quay, Bridgwater, TA6 4YS	
Address for electronic communications [relevant Project Manager]		
The <i>works</i> are	Management of in channel vegetation using handheld or hand guided methods. Bankside vegetation only to be cleared to facilitate access and egress. Additionally, either/both herbicide spraying and hand pulling, per industry standard should be used to remove floating pennywort. Locations and methodology for both approaches to be defined prior to works	
The <i>site</i> is	Various river systems in North Somerset including but not limited to Cross Rhyne, Uphill Cross Rhyne, Banwell & Portbury Ditch.	
The <i>starting date</i> is	18-11-2024	
The <i>completion date</i> is	31-03-2024	
The <i>delay damages</i> are	[£ project specific]	Per day
The <i>period</i> for reply is	2	weeks
The period between completion of the <i>works</i> and the <i>defects date</i> is	52 weeks	
The <i>defects correction period</i> is	4	Weeks, except that
The <i>defects correction period</i> for	[Incident work is e.g. replacement of seasonal planting is]	[to be undertaken within e.g. the next suitable planting season]
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	Nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <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 Landscape Institute 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.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the Contractor to the Client for loss of or damage to the Client's property is limited to	£100,000	
The Client provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the works	1.2 x the replacement cost	The Client's certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	1.2 x the replacement cost	The defects date plus 2 years
The Contractor's 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 Contractor) arising from or in connection with the Contractor's Providing the Works	Minimum £5,000,000 in respect of every claim without limit to the number of claims	
Liability for death of or bodily injury to employees of the Contractor 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 Contractor to use the skill and care normally used by professionals providing works similar to the works	Minimum £2,000,000 in respect of every claim without limit to the number of claims	The defects date plus 2 years
The Adjudicator nominating body is	The Landscape Institute	
The tribunal is	Litigation in the courts	

Contract Data

The *Client's* Contract Data

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions


Z1	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed <i>subcontractor</i> 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 <i>subcontractor</i> until the <i>Client</i> has accepted them.
Z1.2	Payment to <i>subcontractors</i> and <i>Delivery Partners</i> will be no more than 30 days from receipt of correct invoice.
Z2	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The <i>Client's</i> acceptance of a tender and the <i>Client's</i> instruction or variation of the <i>works</i> 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	Confidentiality & Publicity
Z3.1	The <i>Contractor</i> may publicise the <i>works</i> only with the <i>Client's</i> written agreement.
Z4	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	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	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 <i>works</i> 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	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"> • 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 <i>subcontractors</i> • 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	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	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site-Specific Pack.

Z13	Contract Administrator
Z13.1	<p>Under Clause 14.5, the <i>Client</i> delegates their actions defined in the contract to the <i>Contract Administrator</i> except for:</p> <ul style="list-style-type: none"> • <i>Client's</i> acceptance of the <i>Contractor's</i> Offer to Provide the Works • Clause 16 Access to the <i>site</i> and provision of services • Clause 51 Payment • Clause 82 Recovery of Cost • Clause 83 Insurance • Clause 90 Termination <p>The <i>Client</i> may replace the <i>Contract Administrator</i> after they have notified the <i>Contractor</i> of the name of the replacement.</p>
Z14	Inflation
Z14.1	<p>At the Contract Date the total of the Prices includes sums to cover inflation until Completion.</p> <p>On each anniversary of the <i>starting date</i> from certified Completion until the <i>rectification date</i> the Prices for remaining <i>works</i> are adjusted for inflation. The inflation adjustment is calculated for each item in the Price List for remaining <i>works</i> by adjusting the Prices by the latest CPI rate on the anniversary of the <i>starting date</i> published by the Office of National Statistics.</p>

Contract Data

The *Contractor's* Contract Data

	The <i>Contractor</i> is	
Name	Stonbury Ltd	
Address for communications	Chawston House, Chawston Lane, Chawston, Bedfordshire, MK44 3BH	
Address for electronic communications		
The <i>fee</i> percentage is	24	%
The <i>people rates</i> are		
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> is		

Sub-contractors

The Sub-contractors identified in the table below are accepted by the *Client* under Clause Z1.

	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:	

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

£52,000

See agreed price list below for breakdown

Signed on behalf of the *Contractor*

Name

Position

Signature

Date

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

Signed on behalf of the *Client* [signatory in accordance with FSOD requirements]

Name

Position

Signature

Date

Price List

This Price List is a summary using the subtotals from the detailed price breakdown, which is in turn derived from the *Contractor's* rates in the Lot 3 Pricing Workbook.

Ref	Description	Sub total
Stonbury Quotation Summary: 20606	2 person day rate - manual removal of Floating Pennywort and overhanging/ encroaching vegetation. All arisings to remain on site. Allows for materials, boat, welfare, tools, Dry suits.	£1142.58
The total of the Prices		£1142.58

The method and rules used to compile the Price List are:

Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Pricing Workbook.

When ordering products and constructing the *works*: The accuracy and sufficiency of the measured quantities is not guaranteed. The Scope and drawings shall override the measured quantities.

The accuracy of dimensions scaled from the drawings is NOT guaranteed. Immediately obtain from the *Client* (or their Contract Administrator, if appointed) any dimensions required but not given in figures on the drawings nor calculable from figures on the drawings. This includes queries relating to accuracy or the scale stated on drawings.

Scope

Contractor scope for North Somerset INNS and Vegetation Maintenance work: 2024

INNS (Floating Pennywort) Element:

Background

Floating pennywort has been identified in several waterways in North Somerset (listed below), so a floating pennywort management plan (FPMP) has been written with the aim of eradicating this invasive and non-native species (INNS). The FPMP lays out a five-year programme of works which will aggressively manage floating pennywort within identified water courses.

Scope

The scope of this project is to undertake floating pennywort removal at identified sites across North Somerset. This will be the second year of a five-year programme so there may be a future opportunity for year-on-year delivery, however this cannot be assured at this point. The FPMP covers sites across Somerset and North Somerset, however this scope will only include North Somerset sites. The FPMP should be used to inform delivery of these works.

Methodology

Mechanical removal, hand pulling, and herbicide spraying are appropriate management methods for floating pennywort.

For the purpose of this contract, only herbicide spraying and hand pulling, per industry standard should be used to remove floating pennywort.

It is expected that the contractor will be competent to assess each site for appropriate management method (spraying or hand pulling). However, in principle, it is anticipated that herbicide spraying will be undertaken with follow up visits to hand pull remaining floating pennywort.

It is also expected that the contractor will report back on the relative success of the management methods at each stage and after works have been completed. Observed spread of floating pennywort, beyond that listed within the FPMP, should also be reported.

Timescales

All works will ideally be completed before winter dieback occurs, although there may be some ask to carry out some works in the growing up season in early spring. It is expected that herbicide spraying will be undertaken earlier in the season, with hand pulling as a follow up action. In the past few years, mild autumns and winters have enabled continued growth and later die back of the floating pennywort, so it is anticipated that removal will be possible until December. If we experience persistently cold temperatures earlier in the season, it may not be possible to undertake removal this late in the year as the floating pennywort will have died back. If an early, cold winter is forecast, timescales will need to be adjusted accordingly.

Herbicide spraying becomes less effective in the autumn but can still be utilised if an approved adjuvant is used to ensure adhesion of the herbicide to leaf surface. Appropriate methods, such as use of an approved adjuvant, should be utilised to maximise the effectiveness of herbicide spraying.

Measures of success

- Appropriate INNS management will be undertaken at designated sites through herbicide spraying and hand pulling as appropriate.
- A clear schedule of planned work is provided in advance of works commencing. Updates will be provided to the project team if timescales change.
- Regular updates to the project team to report on delivery.

- Final update reporting on the distribution of floating pennywort within the systems following management at the sites.
- Reporting of any floating pennywort observed outside of known sites listed within the FPMP.

Permits and consents

It is expected that the contractor will obtain appropriate permits and/or consents to undertake these activities.

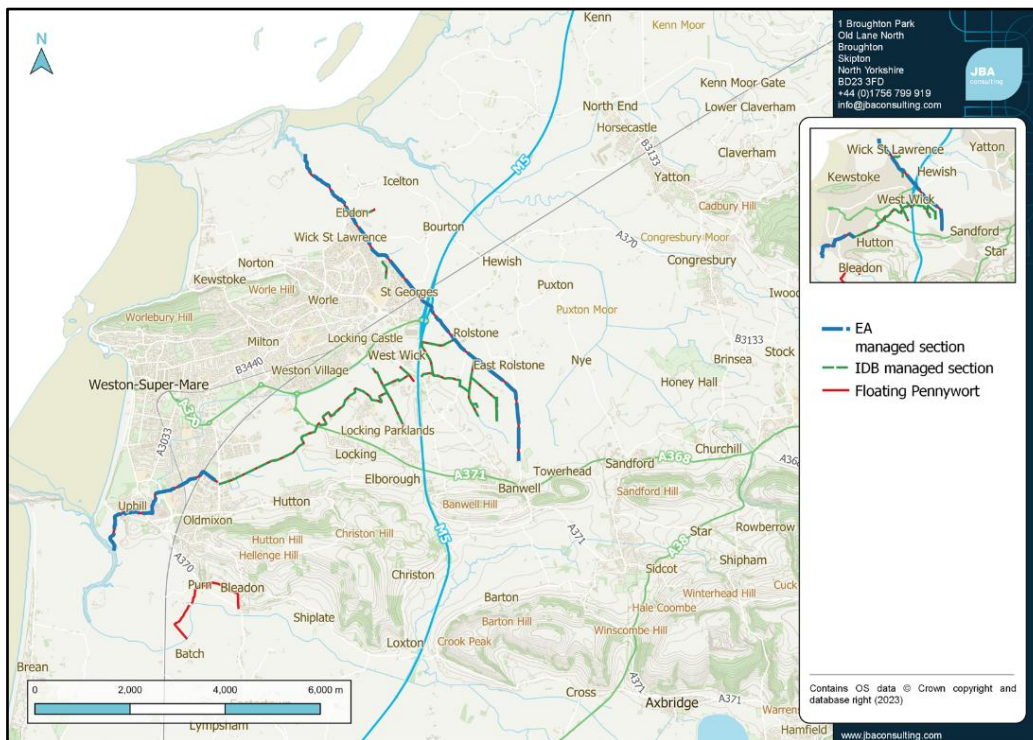
Sites

Sites where floating pennywort is or has been historically present are listed below. Additional details e.g., access options can be provided on request.

River Banwell

Multiple NGRs but located: ST3534265959 to ST3992059278

The map below illustrates known areas of floating pennywort spread with EA managed areas in blue and IDB managed areas in green. This contract will only cover the blue EA managed sections.



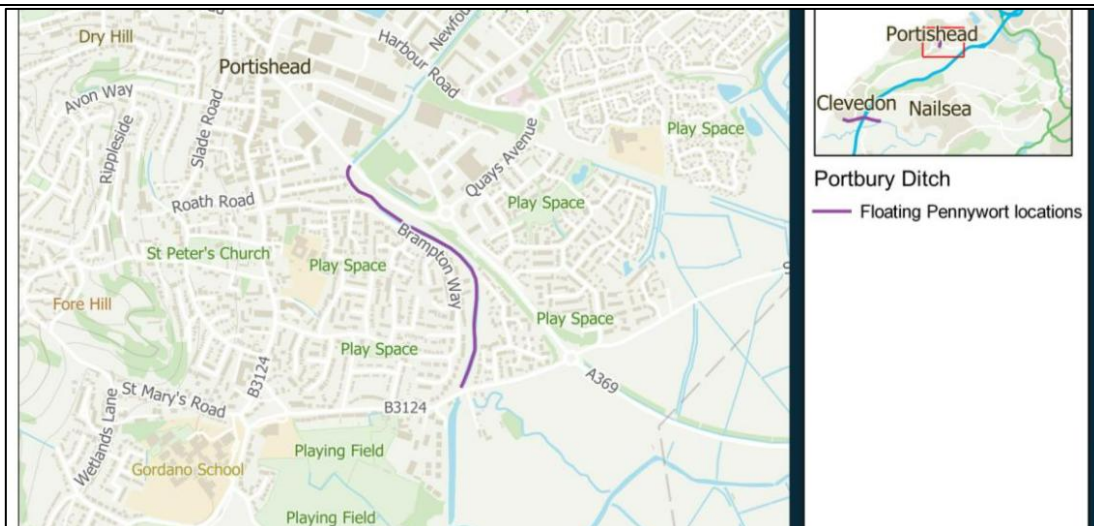
Uphill Rhine

Illustrated on the first map above, moving from Winterstoke Road to Uphill Outfall. ST3358459145 to ST3143058491

Portbury Ditch

ST4728874986 to ST4700076232

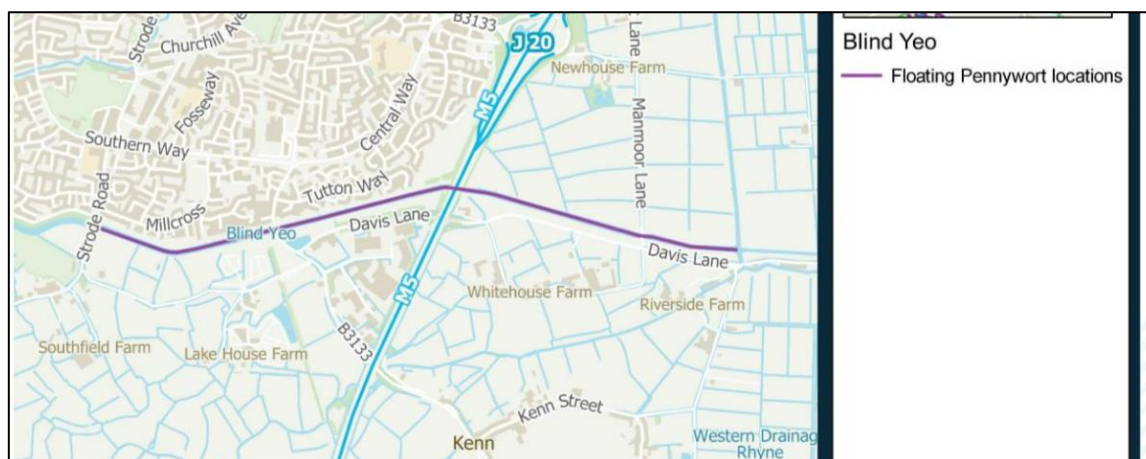
Map below illustrates known areas of spread in purple.



Blind Yeo

ST4264869782 to ST3991769875

Map below illustrates known areas of spread in purple.



Vegetation Maintenance Element:

Scope

Management of in channel vegetation using handheld or hand guided methods. Various river systems in North Somerset including but not limited to Cross Rhyne, Uphill Cross Rhyne, Banwell & Portbury Ditch. Bankside vegetation only to be cleared to facilitate access and egress. Lengths and locations of maintenance to be defined prior to work. Maintenance standards to be Client defined as per the EA FCRM maintenance standards (W1 cut / W2 cut for example). Competent contractor expected to determine safety of watercourse prior to entry, with key awareness to bed materials such as silt in channel.

Combined Approach

The client will notify the contractor of when to commence works as per the order listed below, this list is not exhaustive and may be subject to change:

Task 1:

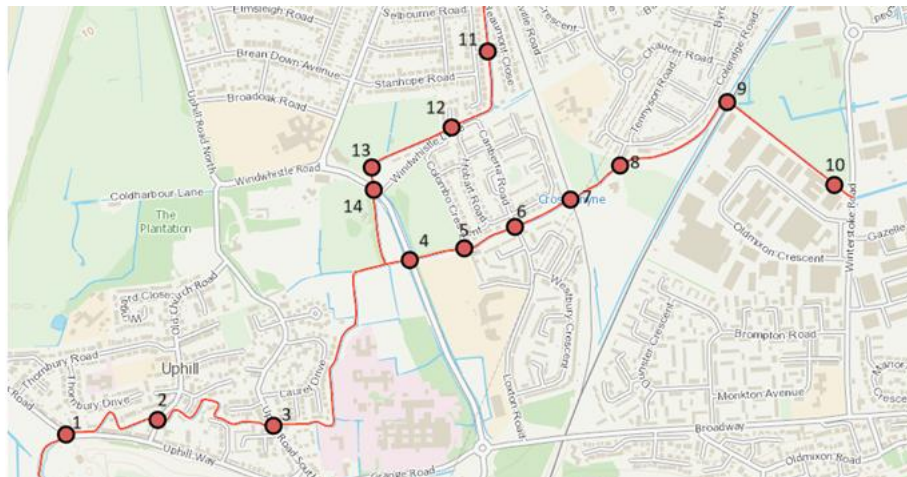
There are 14 major crossings over the watercourses on the Uphill and Cross Rhyne (see the map below).

Task 1 will begin with undertaking all in-channel vegetation clearance including floating pennywort for 50m sections both upstream and downstream of each major crossing for crossings **1 through 10**.

Note that crossing 1 and 10 will only require 50m total clearance due to being the furthest upstream or downstream of the system. Crossings 11 to 14 are to be unincluded at this stage.

The contractor is asked to provide an estimate in terms of number of days work for a 2 person crew for this 900m stretch.

1. Uphill Way Bridge	-	ST3145058501 = Upstream only (50m)
2. Old Church Road Bridge	-	ST3169958540 = Upstream & Downstream.
3. Uphill Road South Bridge	-	ST3201458524 = Upstream & Downstream.
4. A370 Bridge	-	ST3238458975 = Upstream & Downstream.
5. Shakespeare Court	-	ST3253159006 = Upstream & Downstream.
6. Loxton Road Bridge	-	ST3267159064 = Upstream & Downstream.
7. Railway Line	-	ST3282159138 = Upstream & Downstream.
8. Youth Centre Access Bridge	-	ST3295459230 = Upstream & Downstream.
9. Railway Line	-	ST3324859404 = Upstream & Downstream.
10. Winterstoke Road	-	ST3353759177 = Downstream only.
11. Beaumont Close Bridge	-	ST3259759541 = Downstream only.
12. Boundary Close Bridge	-	ST3249959335 = Upstream & Downstream.
13. Cricket Club Access Bridge	-	ST3228259226 = Upstream & Downstream.
14. A370 Bridge	-	ST3228559165 = Upstream & Downstream.



Task 2:

Any Floating Pennywort identified through sections 1-10 that wasn't included in the 50m 'either side' ask is to be removed from the channel via hand pulling or spraying, identified as necessary by the contractor.

Task 3:

The Client will ask the contractor to move operations to the River Banwell to carry out Pennywort only removal starting at Ebdon Bridge and working upstream and/or downstream. The client will specify the number of days of work required of the contractor for this section.

Task 4:

If deemed necessary, the client will instruct the contractor to return to the Uphill section (crossings 11 to 14) and carry out all in channel vegetation clearance as previously carried out up to 50m either side of the crossings. Crossing 11. Beaumont Close Bridge will only require 50m to be cut downstream and nothing upstream. The client may ask the contractor to price up this 350m stretch if necessary.

Task 5: Moving of operations to Portbury Ditch or back to the Banwell for Pennywort clearance only if required.

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