

# NEC4 Engineering and Construction

## Short Contract

**FCRM Operational Framework – South Eastern Hub**

<b>A contract between</b>	<b>The Environment Agency</b> Horizon House Deanery Road Bristol BS1 5AH
<b>And</b>	<b>Ainsty Timber Marketing Ltd</b>
<b>For</b>	<b>Provision of routine vegetation maintenance activities as secondary contractor in Area 14 Solent &amp; South Downs (SLTSDN )</b>
	<b>Contract Forms</b> <ul style="list-style-type: none"><li>- <b>Contract Data</b></li><li>- <b>The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance</b></li><li>- <b>Price List</b></li><li>- <b>Scope</b></li><li>- <b>Site Information</b></li></ul>

# Contract Data

## The Client's Contract Data

	The Client is	
Name	Environment Agency	
Address for communications	Guildbourne House, Chatsworth Road, Worthing, West Sussex, BN11 1LD	
Address for electronic communications		
The works are	The routine maintenance activities in Area 14 as stated in Appendix 1	
The site is	Various in Area 14 – individual site locations are contained in the programme schedule as FCRM System locations	
The starting date is	15 <sup>th</sup> July 2021	
The completion date is	20 <sup>th</sup> December 2021	
The delay damages are	nil	Per day
The period for reply is	2	weeks
The defects date is	52	weeks after Completion
The defects correction period is	4	weeks
The assessment day is	the last working day	of each month
The retention is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply?		
The Adjudicator is :		
In the event that a first dispute is referred to adjudication, the referring Party at the same time applies to the Institution of Civil Engineers to appoint an <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 (Contract standard / default rate).	0.5	% per complete week of delay.
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	
<b>Insurance Table</b>		
Event	Cover	Cover provided until
Loss of or damage to the works	The replacement cost	The Client's 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 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	£ nil in respect of every claim without limit to the number of claims	12 years following Completion of the whole of the works or earlier termination
The Adjudicator nominating body is	The Institution of Civil Engineers	
The tribunal is	litigation in the courts	
The conditions of contract are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions		
<b>Only enter details here if additional conditions are required.</b>		
Z1.0	Sub-contracting	
Z1.1	The Contractor submits the name of each proposed subcontractor to the Client for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the Contractor to Provide the Works. The Contractor does not appoint a proposed subcontractor until the Client 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 works are affected by any one of the following events <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.
Z7.2	Additional Compensation Event COVID-19 Managing and mitigating the impact of Covid 19 and work in accordance with Public Health England guidance, as may vary from time to time, from 1st July to 31st August 2021

# Contract Data

## The Contractor's Contract Data

The Contractor is – Ainsty (ATM)		
Name		
Address for communications	<b>Ainsty Timber Marketing Ltd</b> Bell Wood House, Minskip Road, Boroughbridge York North Yorkshire YO51 9HY	
Address for electronic communications		
The fee percentage is	As per framework	%
The people rates are	As per framework	
category of person	unit	rate
The published list of Equipment is		
The percentage for adjustment for Equipment 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 £ 24,200 - 40

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name

Position

Signature

Date

21-6-21

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

Signed on behalf of the Client

Name

Position

Signature

Date

14-07-21



# 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 (m)	Rate	Price (£)
1	Weed cutting (W7 hand) Chennells Brook	m	1570	5.36	8415.20
2	Weed cutting (W7 hand) Par Brook	m	1645	5.36	8817.20
3	Weed cutting (W7 hand) Rope Walk Ditch	m	650	5.36	3484.00
4	Weed cutting (W7 hand) Tanyards Stream	m	650	5.36	3484.00
The total of the Prices				£ 24,200.40	

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

- The Framework Price Workbook and the Framework Deed of Agreement.
- The price list has been determined using the Lot 2 Priced Workbook.
- A sum is compiled using the unit rate per linier metre at a given band width for each maintenance activity.
- Each calculated cost is open to supplier adjustment within the workbook.



# 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 1 and in accordance with the Specification and the FCRM Asset Maintenance Standards 2013.

For all weed cutting activities the *Contractor* will place all weed cuttings upon the crest of the bank, unless specified otherwise. No cuttings will be removed from site

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
Watercourse maps 1.a	V1.1	Ainsty watercourse maps based on the contract requirement.
 Channels Brook 2021		
 Par Brook A - 2021		
 Par Brook B - 2021		
 Rope Walk Ditch 2021		
 Tanyards Ditch A 2021		
 Tanyards Ditch B 2021		

## 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	2013	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*.

1. The *Contractor* will receive any site specific constraints from the *Client* through the *Client's* asset planning portal (AIMS: Planning).
2. The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract
3. The *Contractor* is to prepare, for the *Client's* acceptance, the Environmental Action Plan (EAP)
4. The *Contractor* shall be responsible for arranging site storage of any plant.

#### Working times

The *Contractor* will be permitted to work between 7.30am and 5.00pm on weekdays (Monday to Friday)

## 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).

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. 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 mobilisation/ planning & post contract award
- (b) starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date
- (f) The *Contractor* shall submit a full works programme including key milestones, and the programme shall be updated as items of individual works are completed (Weekly) or changed.

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

Describe what the *Client* will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.

Item	Date by which it will be provided
N/A (None)	

## Site Information

The Site Information for each "site will be provided prior to the *Contractor* arriving on site in accordance with Statutory guidelines for 'Services' Gas, Electric, Water (3 month validation period) and specific detailed information related to the environmental or agricultural changes dependent upon seasonal changes.

Draft Pre-Construction Information (PCI) for External Works, PCI main body template 300\_10\_SD07 Version 4 and the Maintenance Schedule for the individual site.

Individual Maintenance Schedules / site maps will be provided by the *Client Contractor* prior to the works commencing

## 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:	

## APPENDIX 1

The works identified within the 'Price List' shall be undertaken in accordance with the document FCRM Asset Maintenance Standards. This document identifies the maintenance type specification to be read in conjunction with the site location maps. The list below identifies the cut type associated to each watercourse weed cut or embankment grass cut.

Hand or Machine	Maintenance Activity	FCRM System	Activity Name	Delivery Date Start	Delivery Date End	Bandwidth (m) (average)	adjustment	maintenance option	Section length (m)	Ainsty, Rostelinitial Ainsty, (€)	TOTAL Ops West, Ainsty (€)	Comments. Pdf Maps
Hand	Weed cutting (hand)	FRM11/S033	Chennells Brook	15th July	Mid - October	5m	7	W7	1570	5.36	£8,415.20	Chennells Brook pdf map 2021
Hand	Weed cutting (hand)	FRM11/S037	Par Brook	15th July	Mid - October	5m	7	W7	1645	5.36	£8,817.20	Par Brook A & B pdf map 2021
Hand	Weed cutting (hand)	FRM11/S045	Rope Walk Ditch	15th July	Mid - October	5m	7	W7	660	5.36	£3,484.00	Rope Walk Ditch pdf map 2021
Hand	Weed cutting (hand)	FRM11/S052	Tanyards Ditch	15th July	Mid - October	5m	7	W7	650	5.36	£3,484.00	Tanyards ditch pdf map 2021