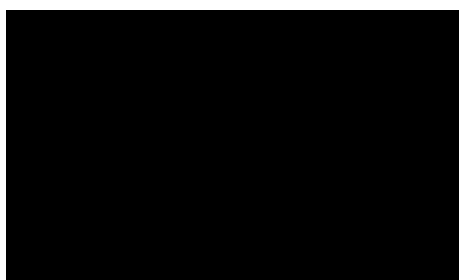


JCLI Terms & Conditions:

Humber Hull Frontage

February 2022



The following Form of Contract will be deemed to operate:

- 1) The Joint Committee for Landscape Industries (JCLI) Landscape Maintenance Works Contract 2017 (JCLI LMWC 2017) published by the Landscape Institute.

Note the application of the Environment Agency publication “*Constructing a Better Environment*”, a *Safety, Health, Environment and Wellbeing (SHEW) Code of Practice*. All landscape contractors (Contractors) should ensure they are conversant with its content that is applied to Services procured and delivered.

Part A Section 1 will provide context to the application of the Form of Contract. Specific particulars for this contract at Humber Hull Frontage then follow in Part B.

PART A

1) JCLI LMWC 2017:

FOR USE IN THE ESTABLISHMENT AFTERCARE MAINTENANCE OF A PROJECT (COVERING THE RECTIFICATION/DEFECTS PERIOD IN THE WORKS IMPLEMENTATION CONTRACT) UNTIL THE END OF MAINTENANCE (THE DATE OF CERTIFICATION OF COMPLETION).

AGREEMENT

This Agreement is made the

Between The Employer

of whose registered office is

And The Contractor

of whose registered office is a

¹ Where the Employer or Contractor is neither a company incorporated under the Companies Acts nor a company registered under the laws of another country, delete the references to the Company number and registered office. In the case of a company incorporated outside England and Wales, particulars of its place of incorporation should be inserted before its Company number.

Allow for the obligations, liabilities and services described therein against the headings set out below:

RECITALS:

First Recital: Add: “The Work will comprise as per Part B Section 1 of this document and as Clause A13/120 in the Landscape Specification”

Second Recital: The drawings are listed as follows:

IMNE000169-BMM-XX-4Z1-DR-L-0001000-A4-C01-C0700-EA4-LOD4-St Andrew's Quay to 1012

IMNE000169-BMM-XX-4Z6-DR-L-0001136-S4-P03-C0700-EA4-LOD4-Victoria Pier to 1139

IMNE000169-BMM-XX-4Z6-DR-L-0001251-A4-C04-C0700-EA4-LOD4-Victoria Pier to 1261

IMNE000169-BMM-XX-4Z7-DR-L-0001300-A4-C01-C0700-EA4-LOD4-Victoria Dock Village Tree Planting Plan

IMNE000169-BMM-XX-4Z7-DR-L-0001301-A4-C01-C0700-EA4-LOD4-Victoria Dock Village West to 1307

IMNE000169-BMM-XX-4Z8-DR-L-0001350-A4-C01-C0700-EA4-LOD4-Victoria Dock Village East to 1362

The reference to Work Schedules shall be deleted and replaced by “Schedule of Rates”.

ARTICLES:

Article 2: Option B applies. The Contract Sum has been detailed in Part B, Section 2b, Article 2.

Article 3 shall read: “For the purposes of this Contract, the Landscape Architect/Contract Administrator is:

“(Insert name of Chartered Landscape Architect acting as Contract Administrator) of the Environment Agency, National Environmental Assessment and Sustainability (NEAS)”.

Add the following paragraph: “The named Landscape Architect/Contract Administrator may delegate in writing his powers and duties under the Contract to other staff or professional consultants employed by the Environment Agency”.

Article 4: Principal Designer

Soft landscape maintenance is not deemed to be “construction work” under the CDM Regulations 2015 and unlikely to last more than 30 days, to have more than 20 workers working simultaneously at any point in the project or exceed 500 person days of “construction work”, the work is deemed not to be notifiable.

Article 5: Principal Contractor

For this contract the landscape works are being directly undertaken for the Environment Agency as Employer, and not as part of a larger engineering project, therefore the name of the Landscape Contractor acting to fulfil the role of Principal Contractor and its representative will be added upon award of the contract.

Article 6:

Article 6 of JCLI LMWC 2017 applies, but the initial stages of the dispute resolution process prior to Adjudication shall be as set out in the additional sub-clauses:

DISPUTE RESOLUTION

6.1 All disputes under or in connection with this agreement shall be referred first to negotiators nominated at a suitable and appropriate working level by the Environment Agency and the Contractor.

- 6.2 If the parties' negotiators are unable to resolve the dispute within a period of forty five days from its being referred to them, the dispute shall be referred at the instance of either party to the parties' respective senior managers or directors (supported as necessary by their advisors).
- 6.3 If the parties' respective senior managers or directors are unable to resolve the dispute within forty five days the dispute shall be referred to the Centre for Dispute Resolution who shall appoint a mediator and the parties shall then submit to the mediator's supervision of the resolution of the dispute.
- 6.4 Recourse to this dispute resolution procedure shall be binding on the parties as to submission to the mediation but not as to its outcome. Accordingly all negotiations connected with the dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future legal proceedings. Except for any party's right to seek interlocutory relief in the courts, no party may commence other legal proceedings under the jurisdiction of the courts or any other form of arbitration until forty five days after the appointment of the mediator.
- 6.5 If, with the assistance of the mediator, the parties reach a settlement, such settlement shall be put in writing and, once signed by a duly authorised representative of each of the parties, shall remain binding on the parties.
- 6.6 The parties shall bear their own legal costs of this dispute resolution procedure, but the costs and expenses of mediation shall be borne by the parties equally.
- 6.7 Any of the time limits in 6.1 to 6.7 above may be extended by mutual agreement. Such agreed extension shall not prejudice the right of either party to proceed to the next stage of resolution of adjudication.

Article 7:

Arbitration provisions of Article 7 and Schedule 1 apply but refer to Article 6 "Dispute Resolution" (sub-clauses 6.1 to 6.7) which shall take precedence prior to Adjudication being applied.

Article 8:

Legal proceedings apply.

CONTRACT PARTICULARS

Article 2: Option B applies and A will be deleted.

Fourth Recital:

Delete the second and third asterisk items, leaving the first.

For the purpose of this contract, the CDM Regulations are deemed to not apply. Therefore, retain the text: "The CDM Regulations do not apply and Articles 4 and 5 and clause 3.9 are not applicable (unless circumstances change)".

Note that should the scope of works change, the contractor is reminded that the definition of construction shall apply.

Fifth Recital: Not Applicable

Sixth Recital and Schedule 5: All apply with the exception of cost savings and value improvements (Supplemental Provision 3). The Employer's nominee will be the Contract Administrator and the Contractor's nominee will be the Contract Manager.

Article 7: Article 7 and Schedule 1 apply but refer to Article 6 "Dispute Resolution" (sub-clauses 6.1 to 6.7) which shall take precedence prior to Adjudication being applied.

Clause 2.2:

The Commencement Date is the date for commencement of the contract for the maintenance works.

The End Date for this contract will be 4 years from the Commencement date.

Clause 3.5: Period to comply with written notice is 3 working days.

Clause 4.2.1: Periodic payment interval is 3 months (or routinely a longer interval as agreed with the CA) during the whole of the establishment aftercare period.

Clause 4.7: Delete the second asterisked item, leaving the first.

Liquidated damages shall be calculated at a weekly rate or part thereof. A liquidated damages schedule is included in Part B and will be calculated once the contract has been awarded.

Clause 4.8: This Bonus clause does not apply.

Clause 4.9 Inflation: Price Index shall be the Consumer Price Index, subject to the Contractors

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED] be

applied to this contract:

- Three consecutive quarters below 70 = termination of contract;
- Two RIDDOR or RAMS issues (score of 0) in a rolling 4 quarter reporting period = termination of contract
- Three occurrences of a score of 0 or 1 for the same KPI in a rolling 4 quarter reporting period = termination of contract

Clause 6.8.2: One month.

Clause 6.10.1: One month.

Clause 7.2: The Adjudicator shall be the President or a Vice President of the Landscape Institute.

Schedule 1 (paragraph 2.1): Arbitration shall apply but refer to Article 6 "Dispute Resolution" (sub-clauses 6.1 to 6.7) which shall take precedence prior to Adjudication being applied.

Schedule 2 (paragraphs 1.1, 1.2, 1.5, 1.6, 2.1 and 2.2): Insert the relevant Base Date (date for Contract Commencement).

EXECUTION UNDER HAND

AS WITNESS

the hands of the Parties or their duly authorised representatives

Signed by or on behalf of the Employer

in the presence of

Signed by or on behalf of the Contractor

in the presence of

PART B

SECTION 1 - Specifics of Humber Hull Frontage contract

Landscape specification will apply along with relevant JCLI terms and conditions: -

JCLI Landscape Works Contract 2017
(JCLI LWC 2017)

☐

JCLI Landscape Maintenance Works Contract
2017 (JCLI LMWC 2017)

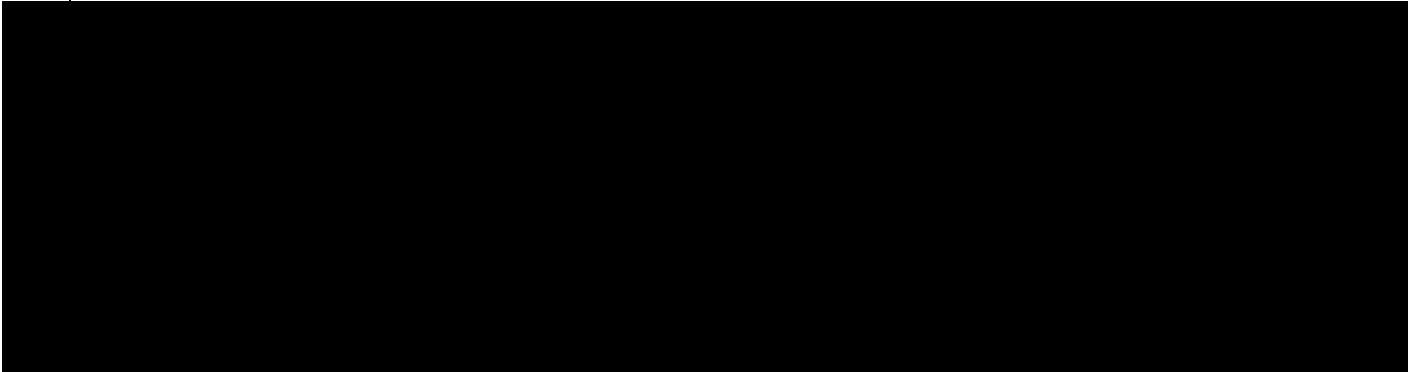
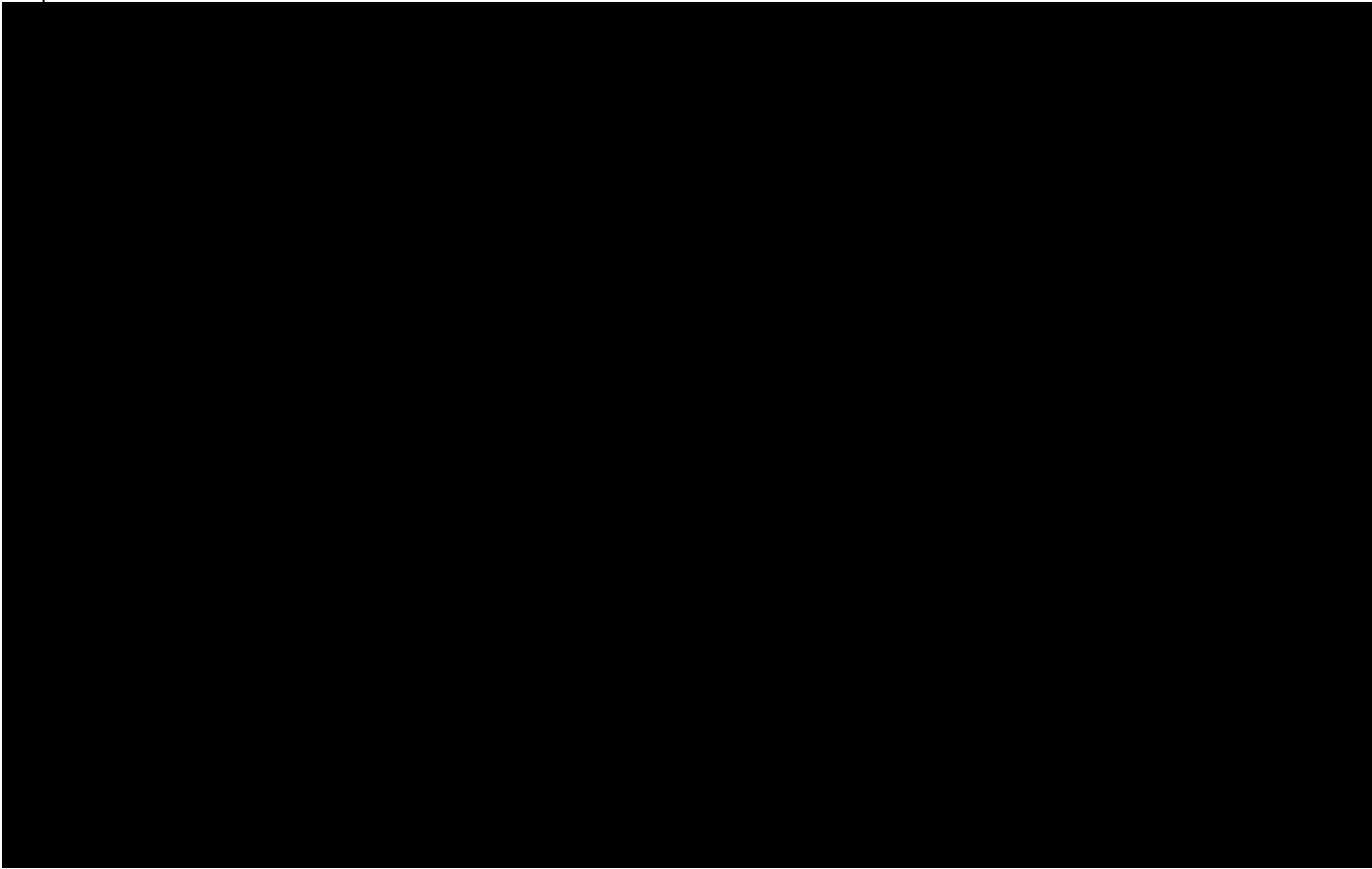
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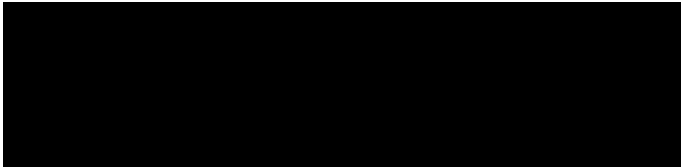
(Please also complete Section 2a)

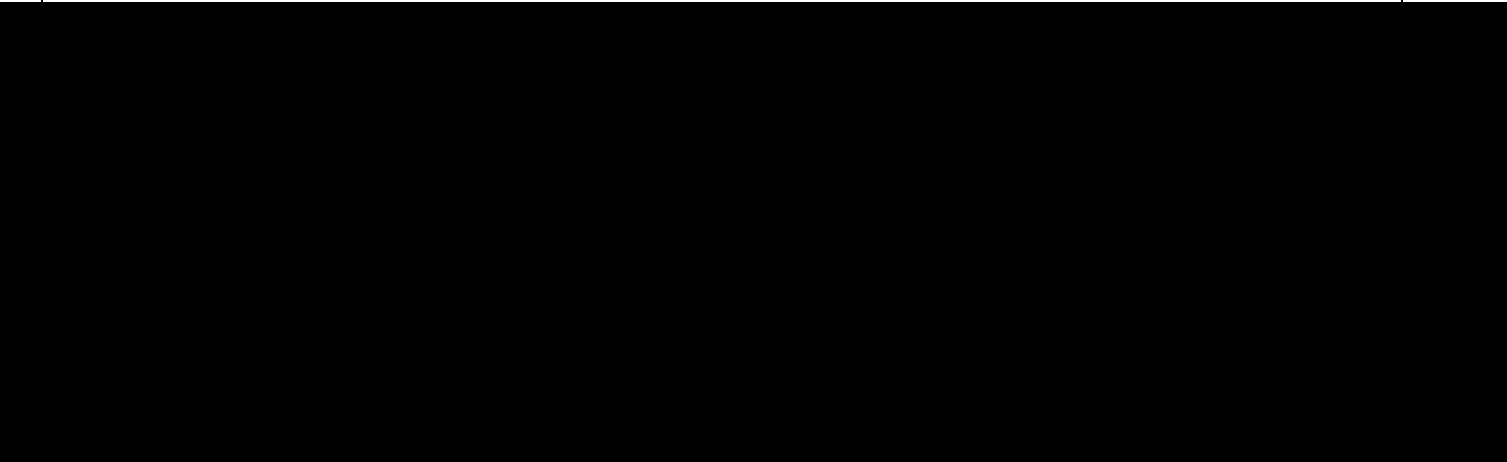
(Please also complete Section 2b)

Contract Lot: Lot 2 – Humber Hull Frontage

Nature of works: To undertake 4 year's establishment aftercare as part of the Humber Hull Frontage scheme.







If applicable, aspects of the works which is to be carried out by other approved firms, nominated subcontractors or suppliers:

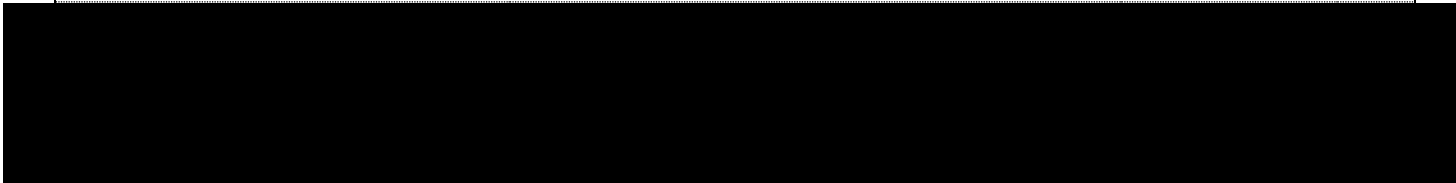
To be confirmed by the landscape contractor upon appointment of the contract.

Agreed date, time and location for pre-start meeting: To be confirmed upon appointment.

Requirement for any site-specific herbicide licences, permits to work and other approvals, or any applied for by the Environment Agency: Likely to be required for the following (but not necessarily exhaustive):

- Permit for the application and spraying of herbicide adjacent to watercourse.
- Water abstraction licence.
- Site access approval.

Under the Construction (Design and Management) Regulations 2015 (as amended) this project is deemed to be: <i>(please indicate as appropriate)</i>	Notifiable	<input type="checkbox"/>
	Not notifiable	<input checked="" type="checkbox"/>



GENERAL NOTES/GUIDANCE

Health and Safety

The Contractor is required to complete a site-specific Health & Safety risk assessment, a working methods statement (RAMS) and a proposed programme of works. These must be returned to the Contract Administrator for approval and award of contract before works may commence on site.

CDM Regulations

Not applicable.

Form of Contract

Upon the Landscape Contractor signing the Form of Agreement, the following Forms of Contract will be signed:

1. The Joint Committee for Landscape Industries (JCLI) Landscape Maintenance Works Contract 2017 (JCLI LMWC 2017) published by

the Landscape Institute.

SECTION 2b - JCLI LMWC 2017 - Landscape Maintenance Works Contract

Guidance: For use in the establishment aftercare period of a project (covering the rectification/defects period in the construction/implementation contract if applicable) until the end of establishment aftercare (the date of certification of completion).

Generic obligations, liabilities and services relating to this project and described therein are set out above. Specific aspects relating to this contract are set out below:

RECITALS

ARTICLES

Article 2

The Employer will pay the Contractor at the times and in the manner specified in the Conditions:

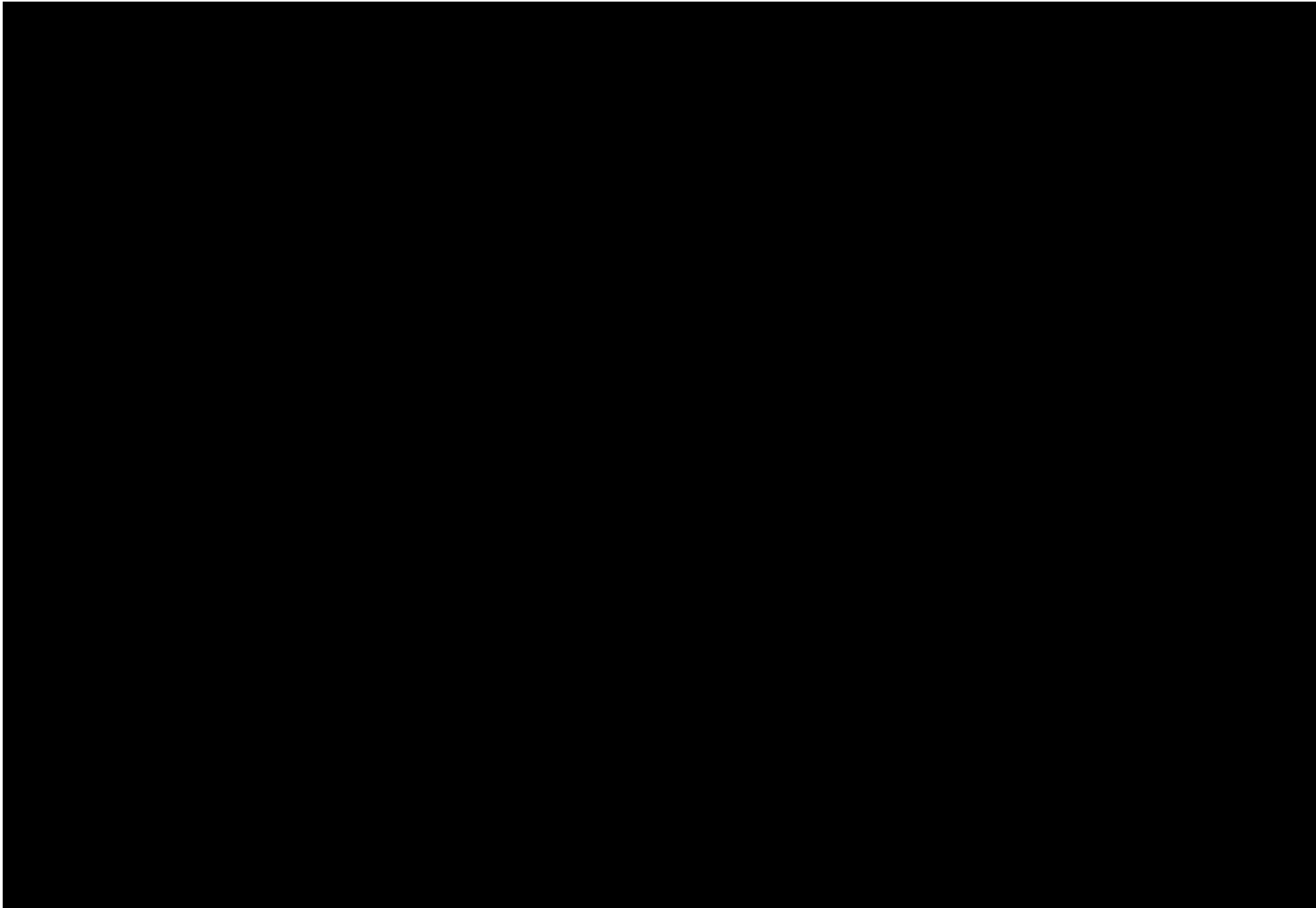
b) a VAT-exclusive sum calculated in accordance with the priced Schedule of Rates

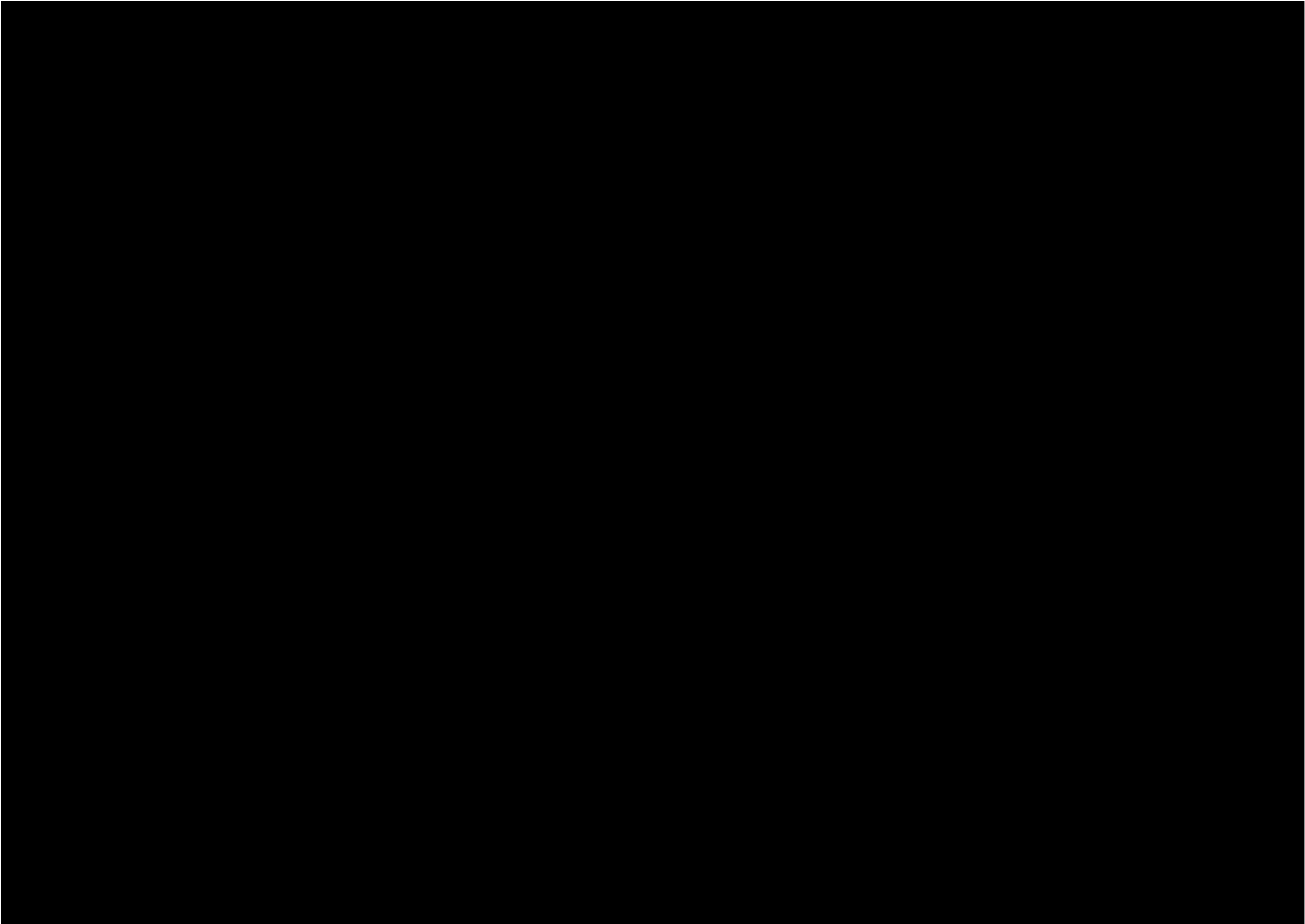
CONTRACT PARTICULARS

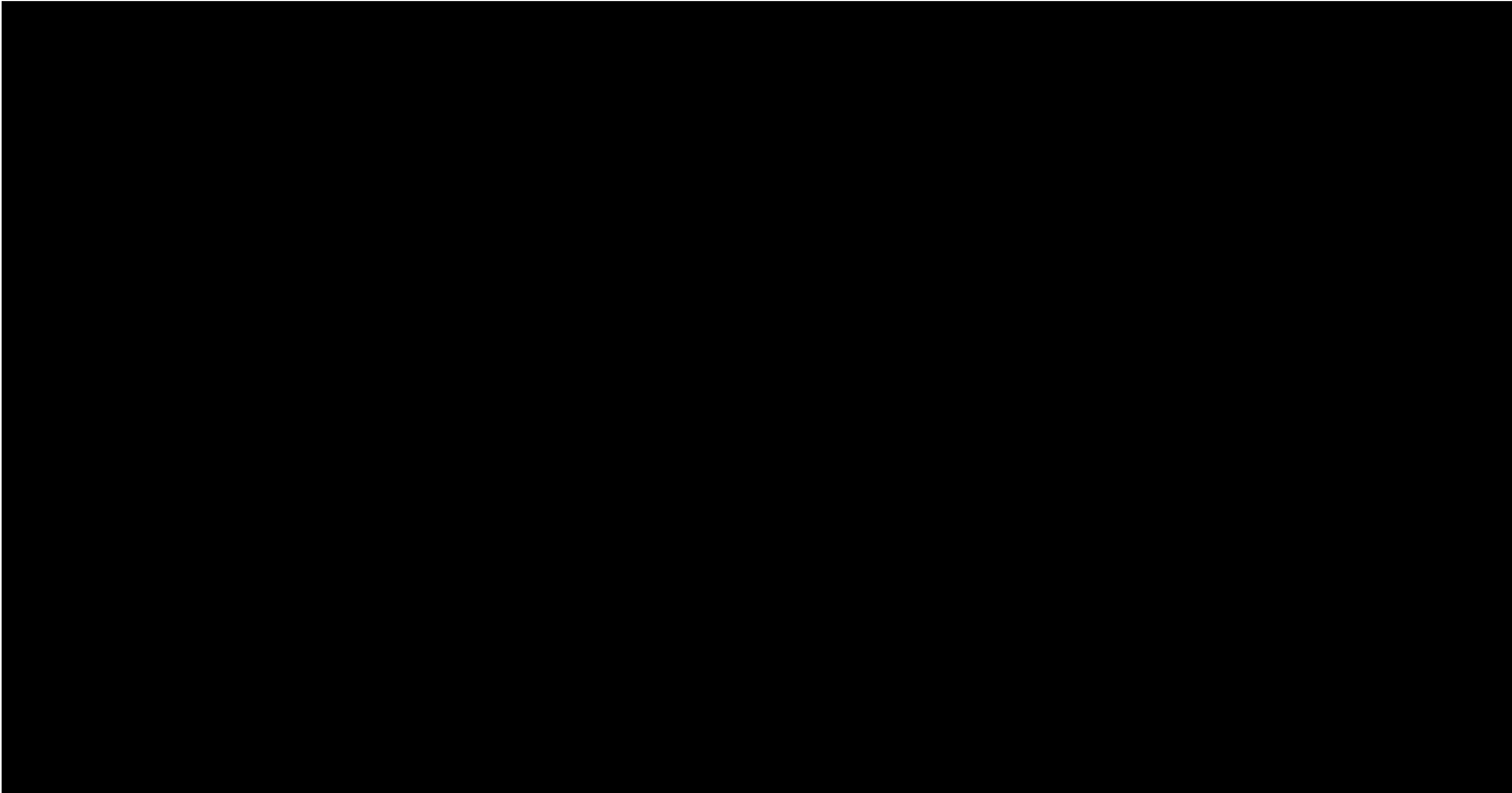
Clause 2.2: The Commencement Date is:

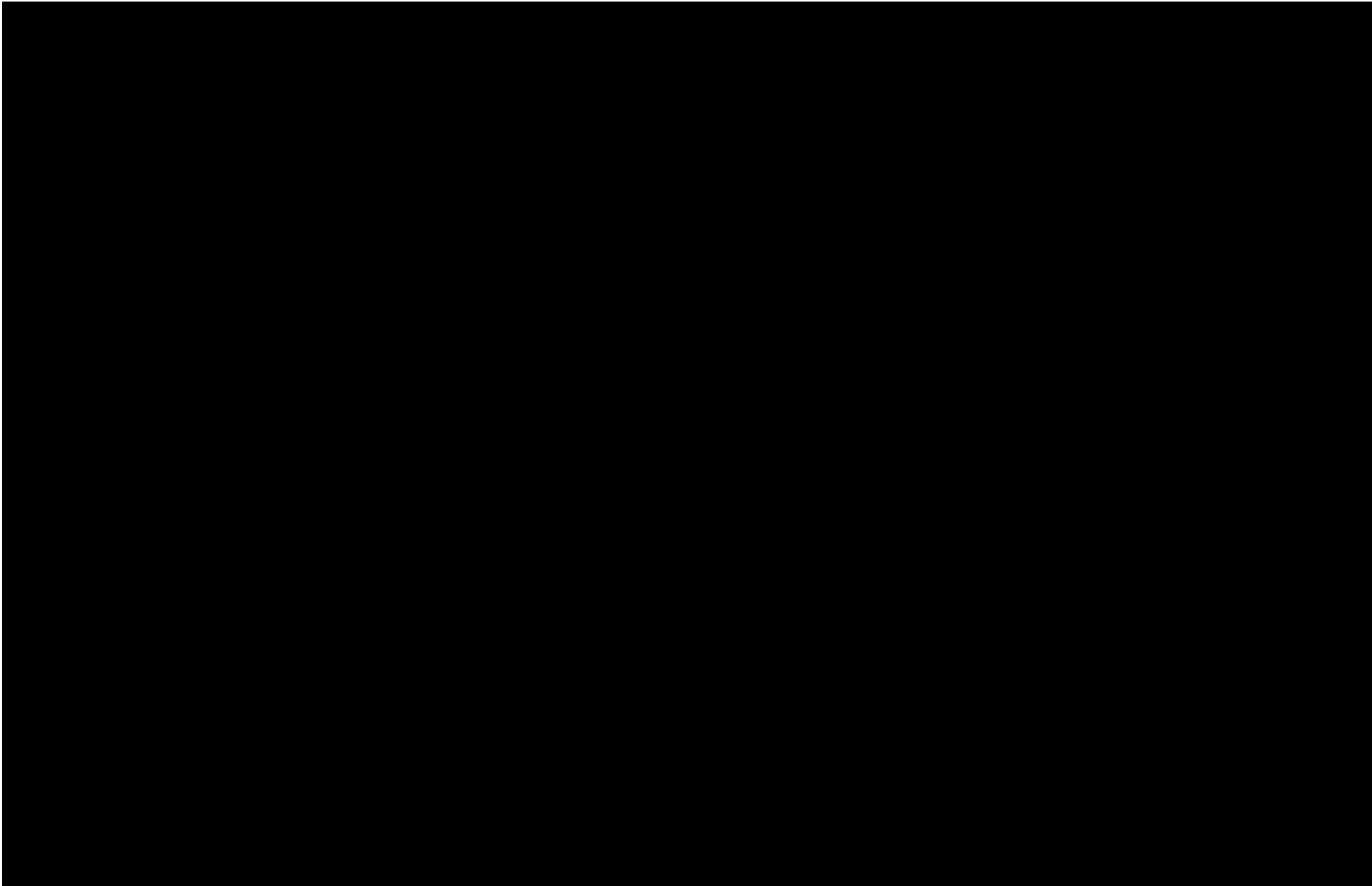
Date will be confirmed upon appointment of contractor but expected to commence 1st September 2022

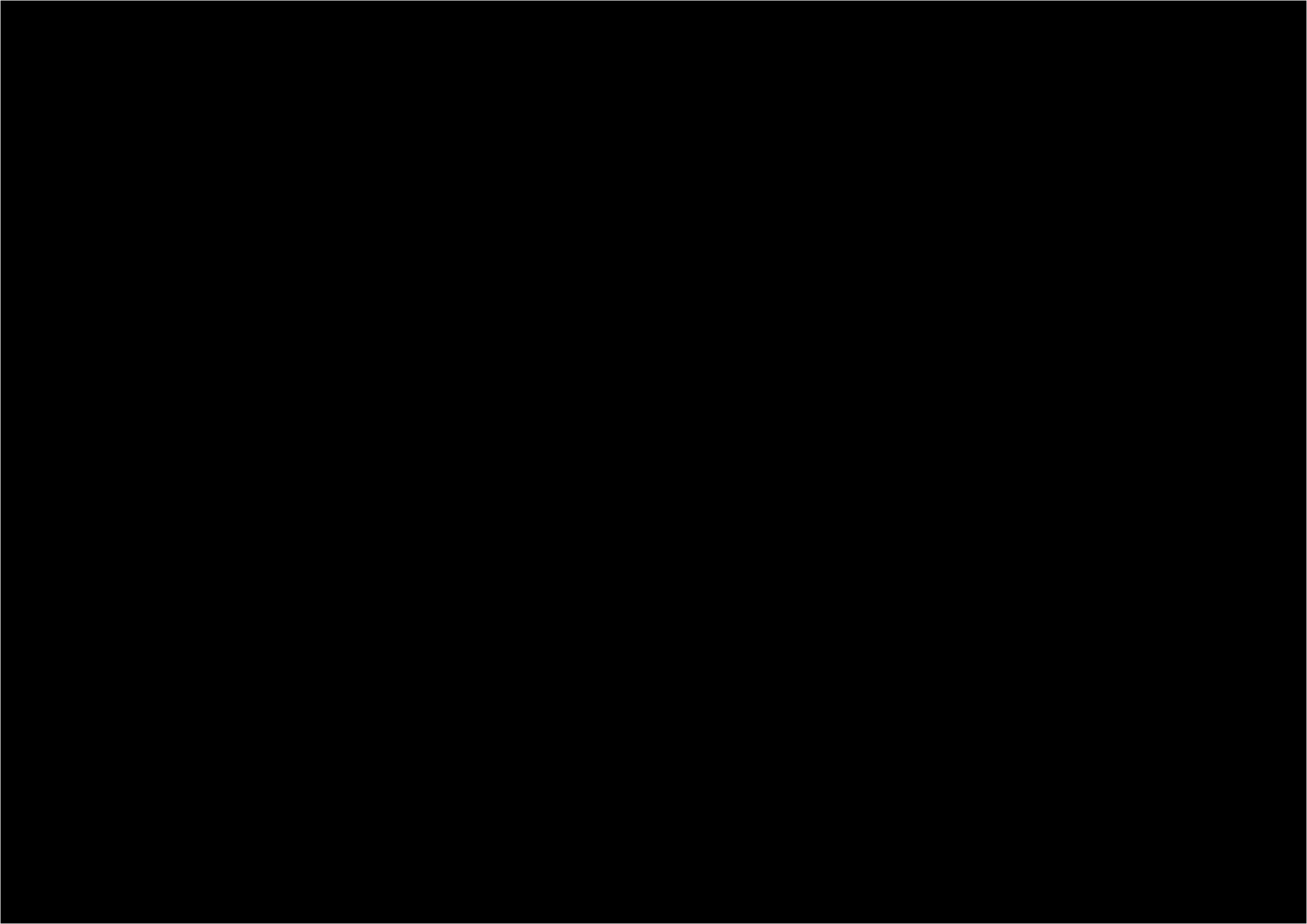
Duration shall be 4 years from the

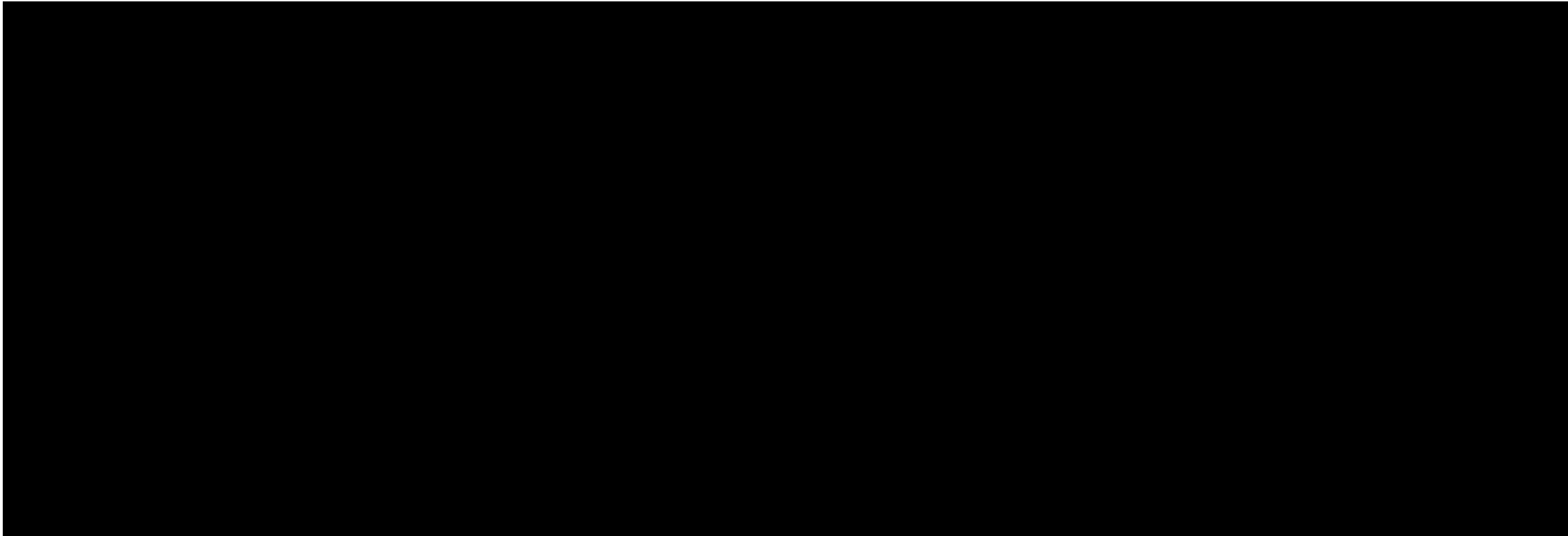


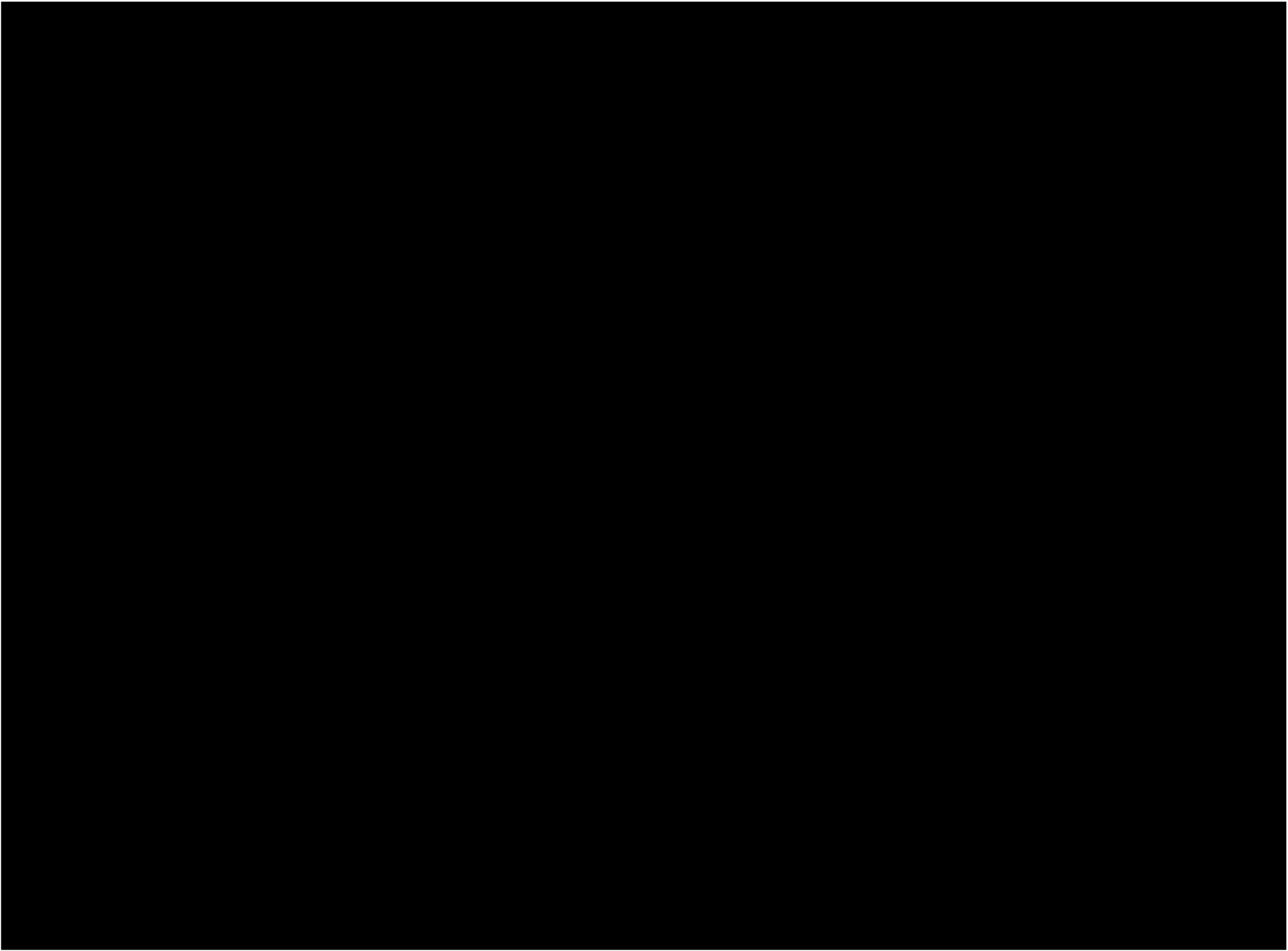


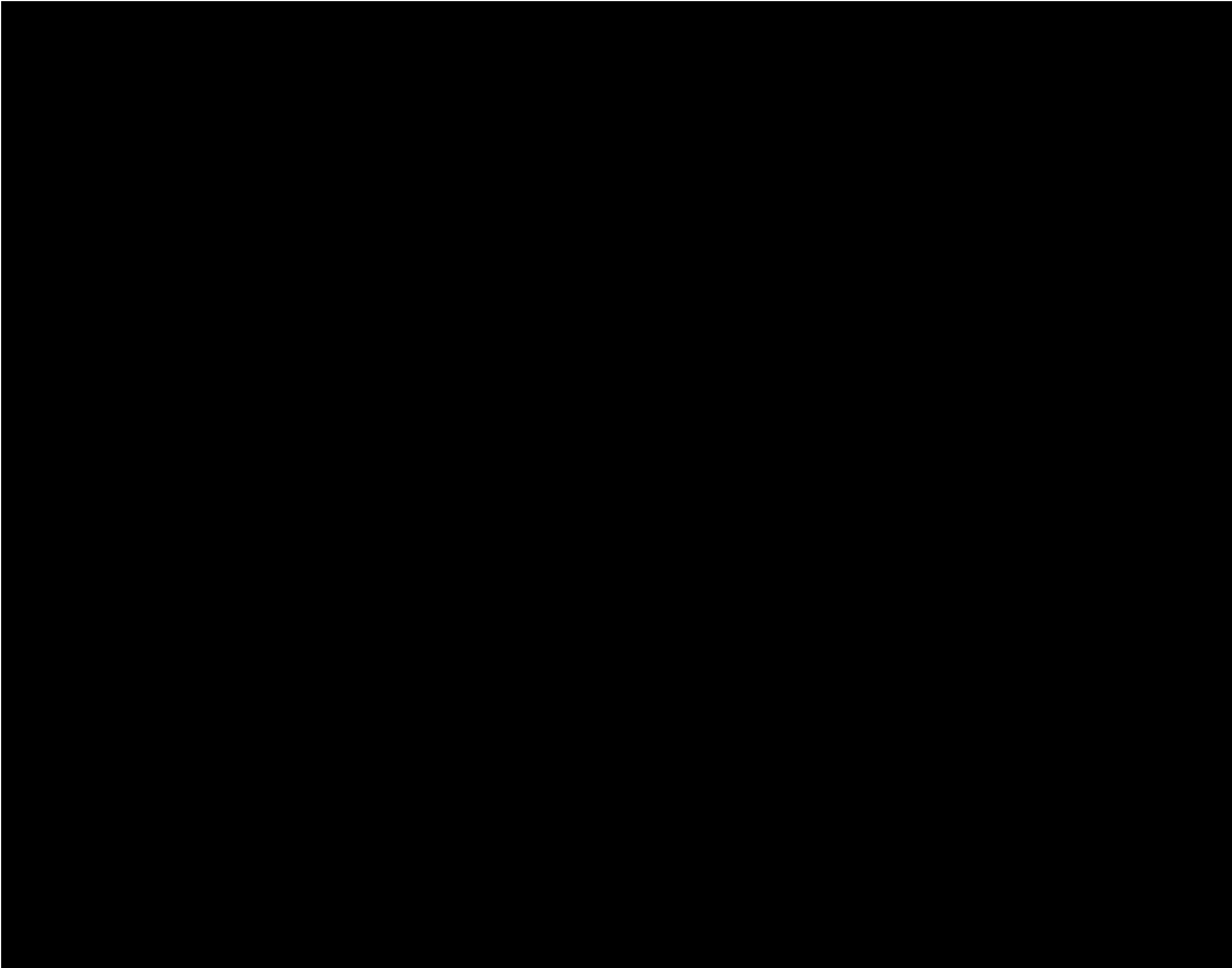


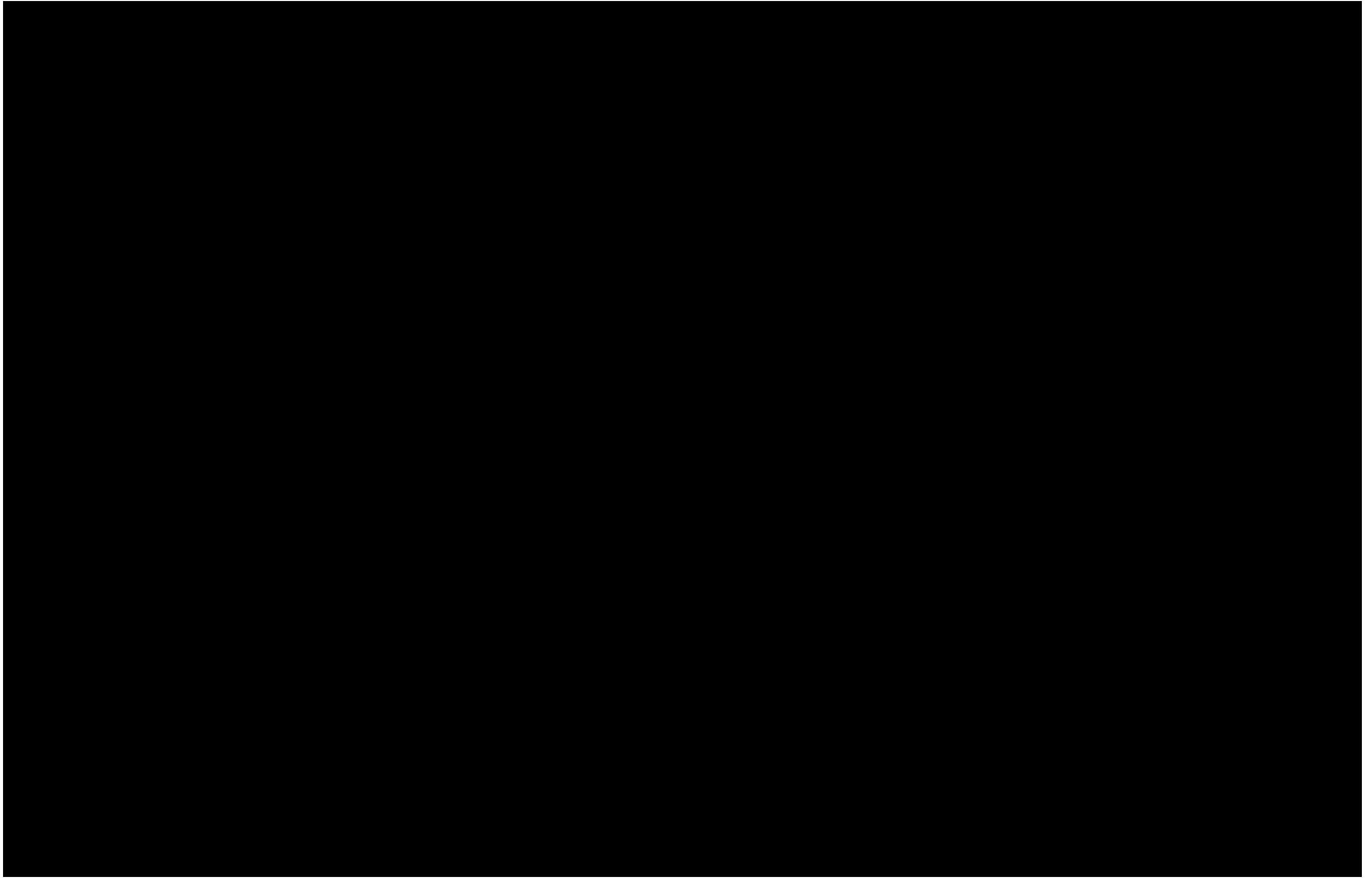


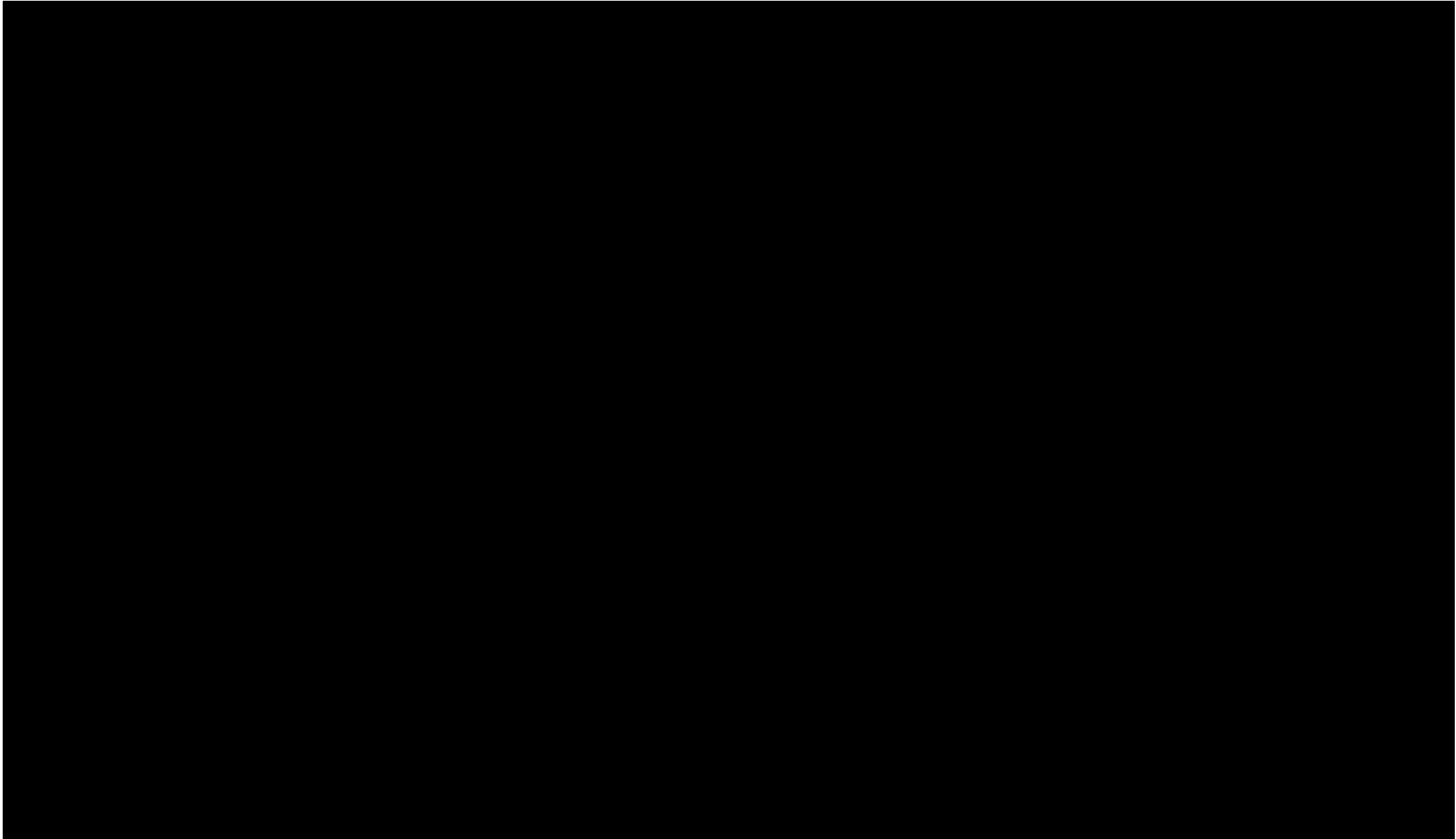


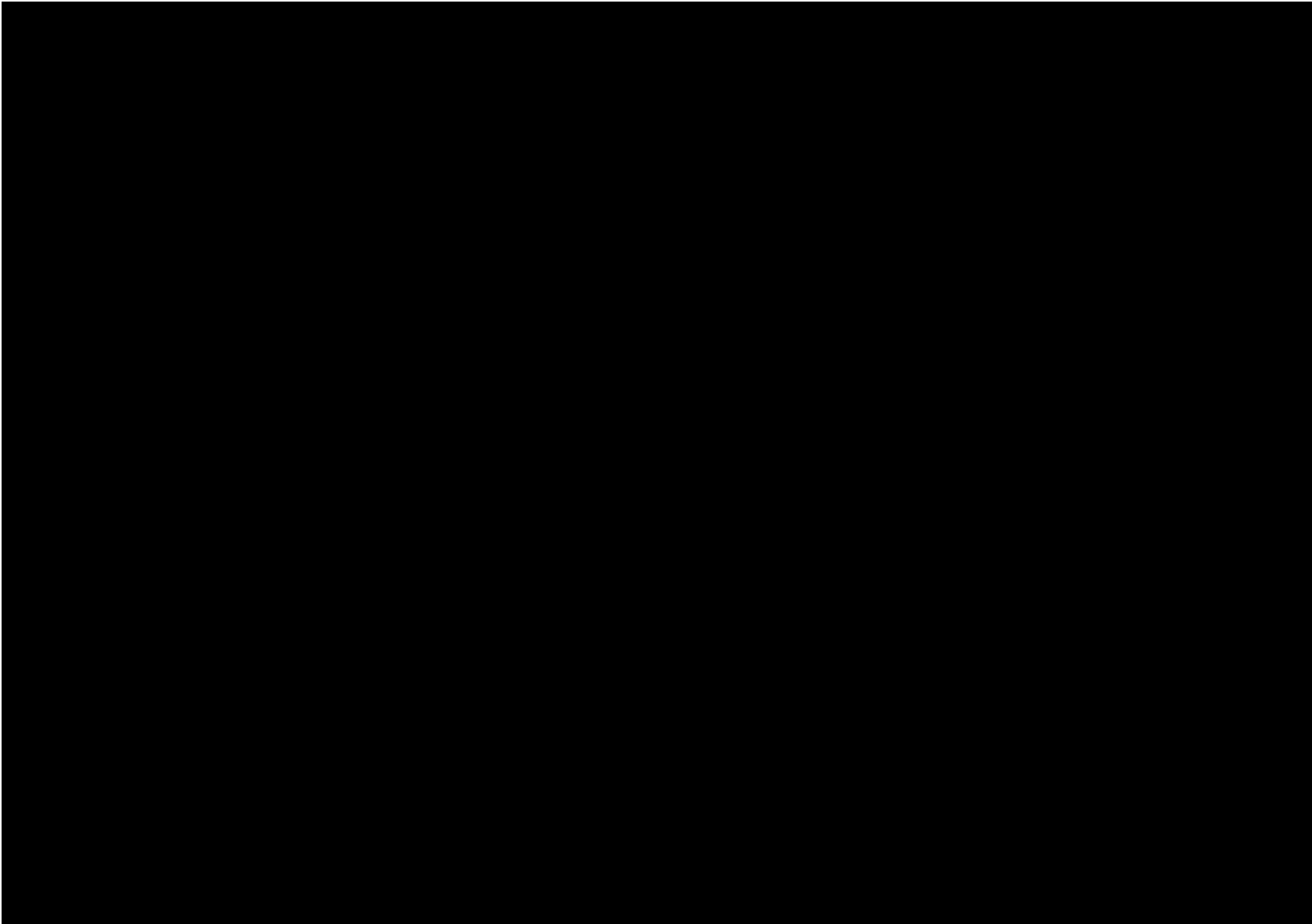


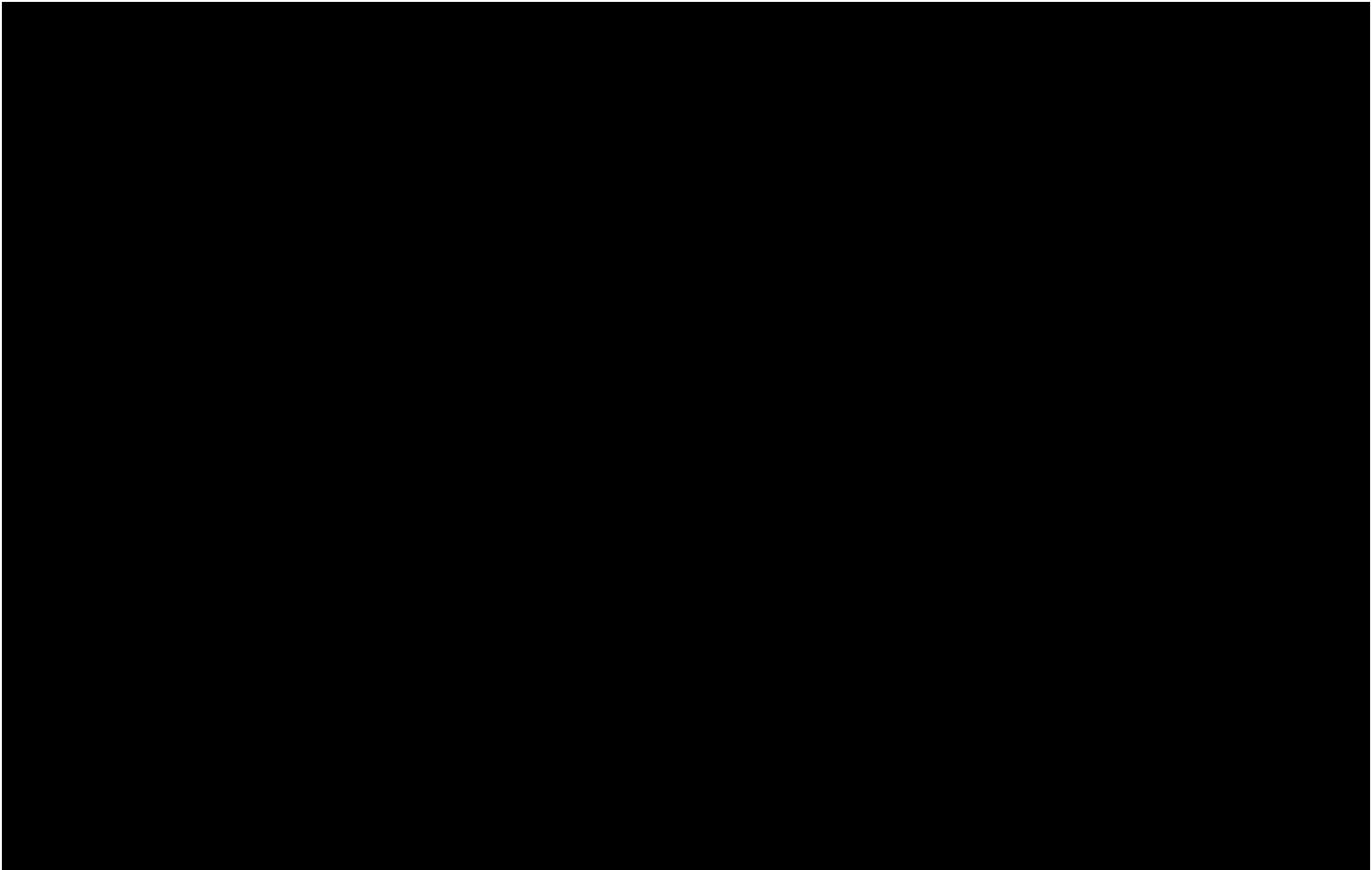


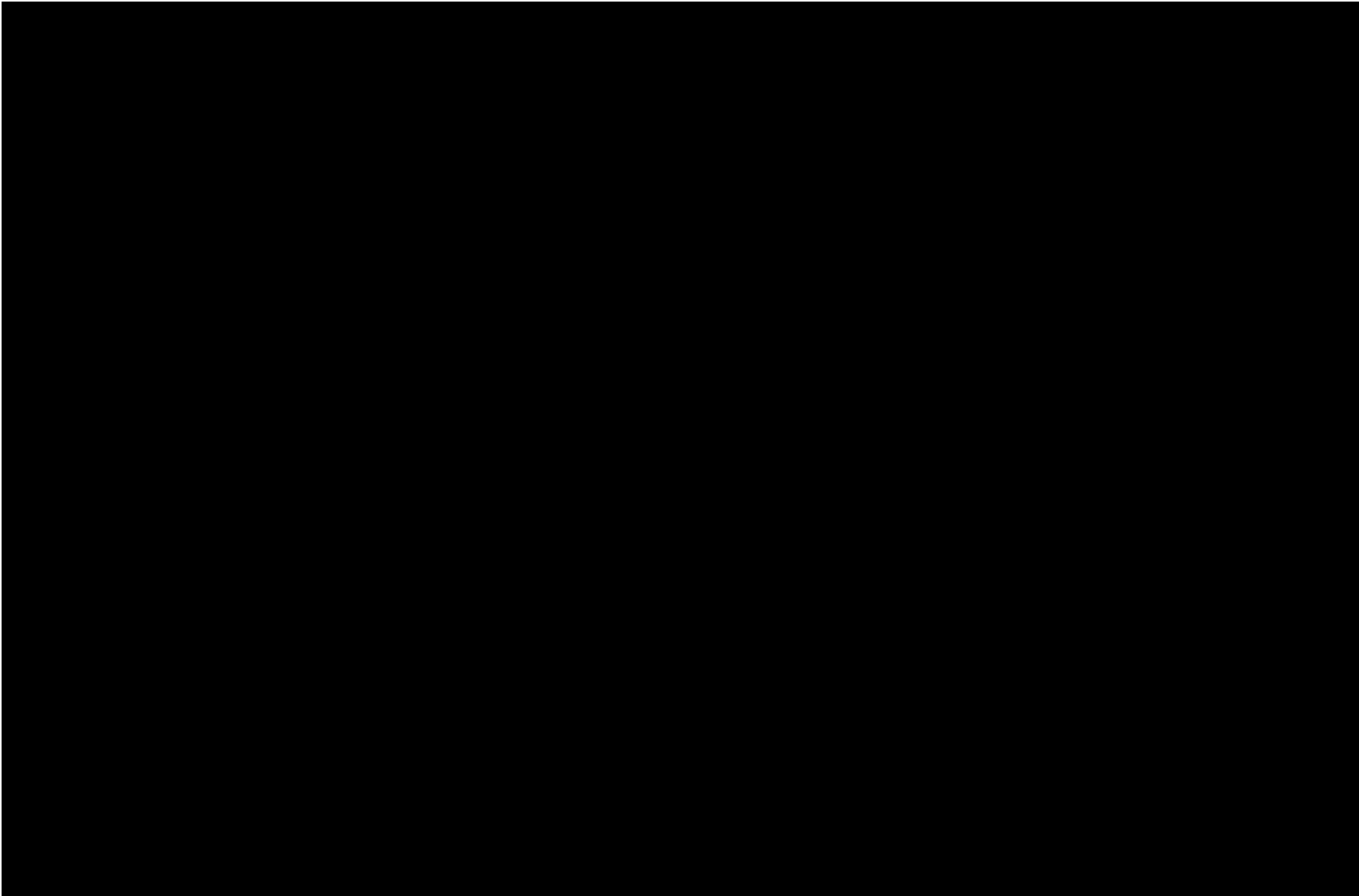


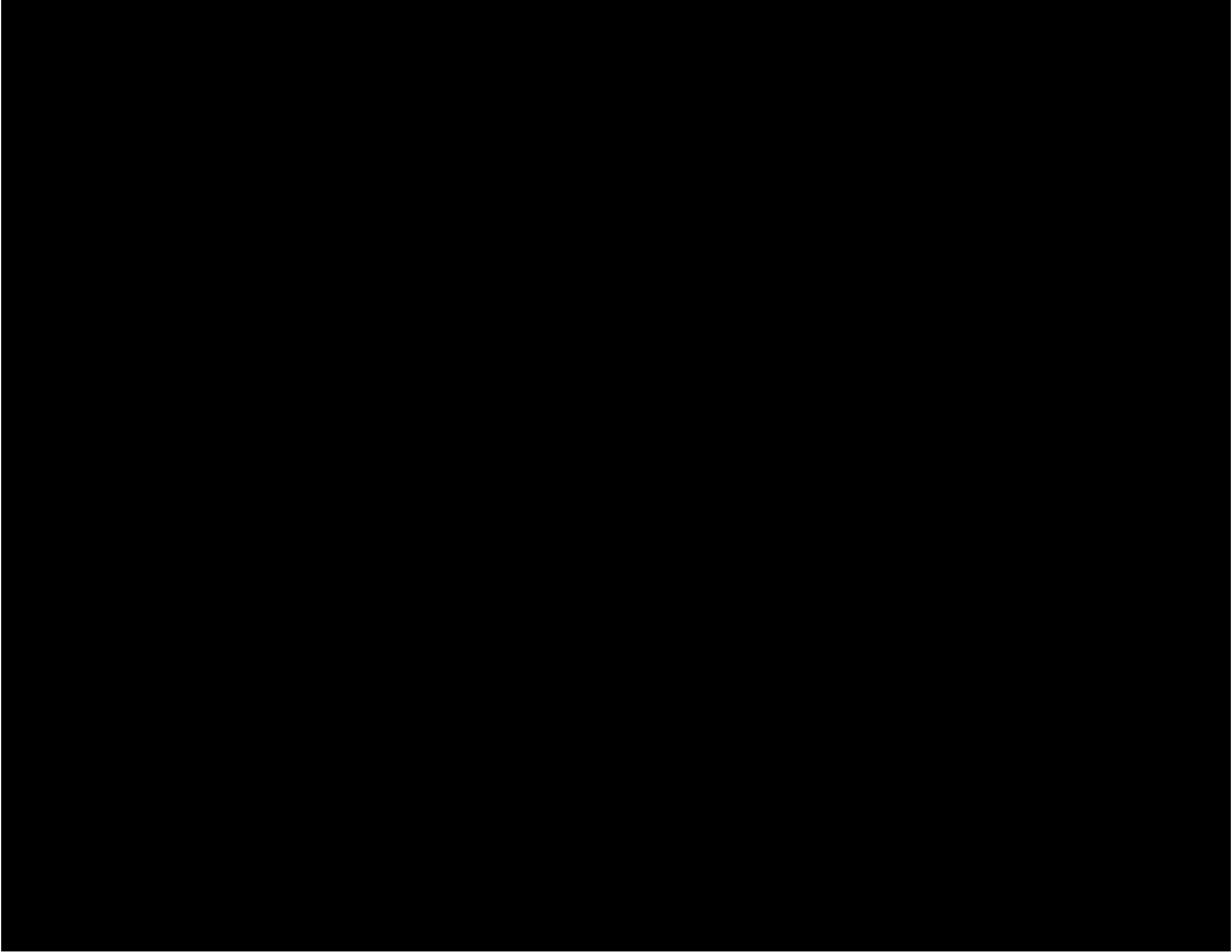




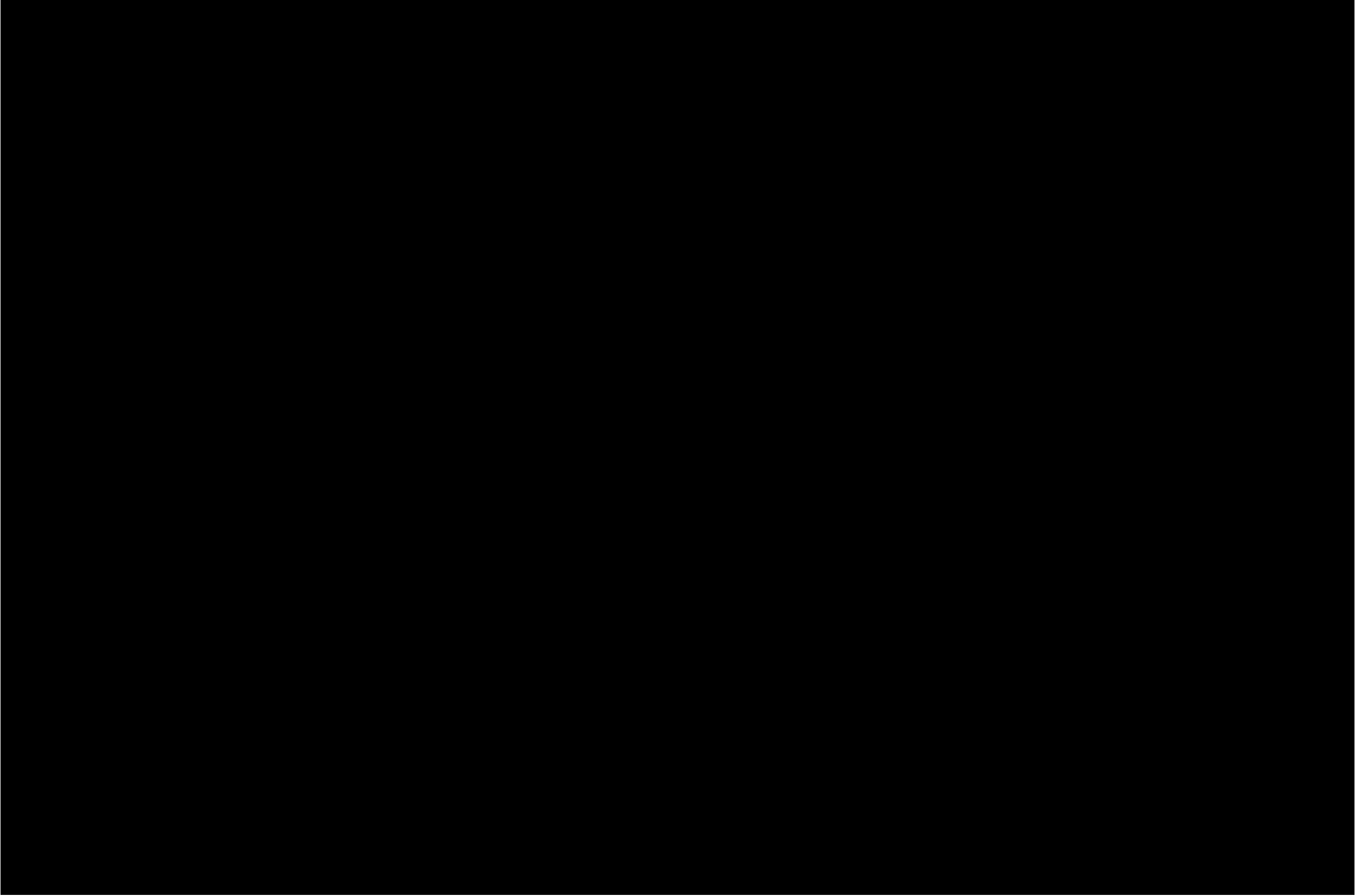


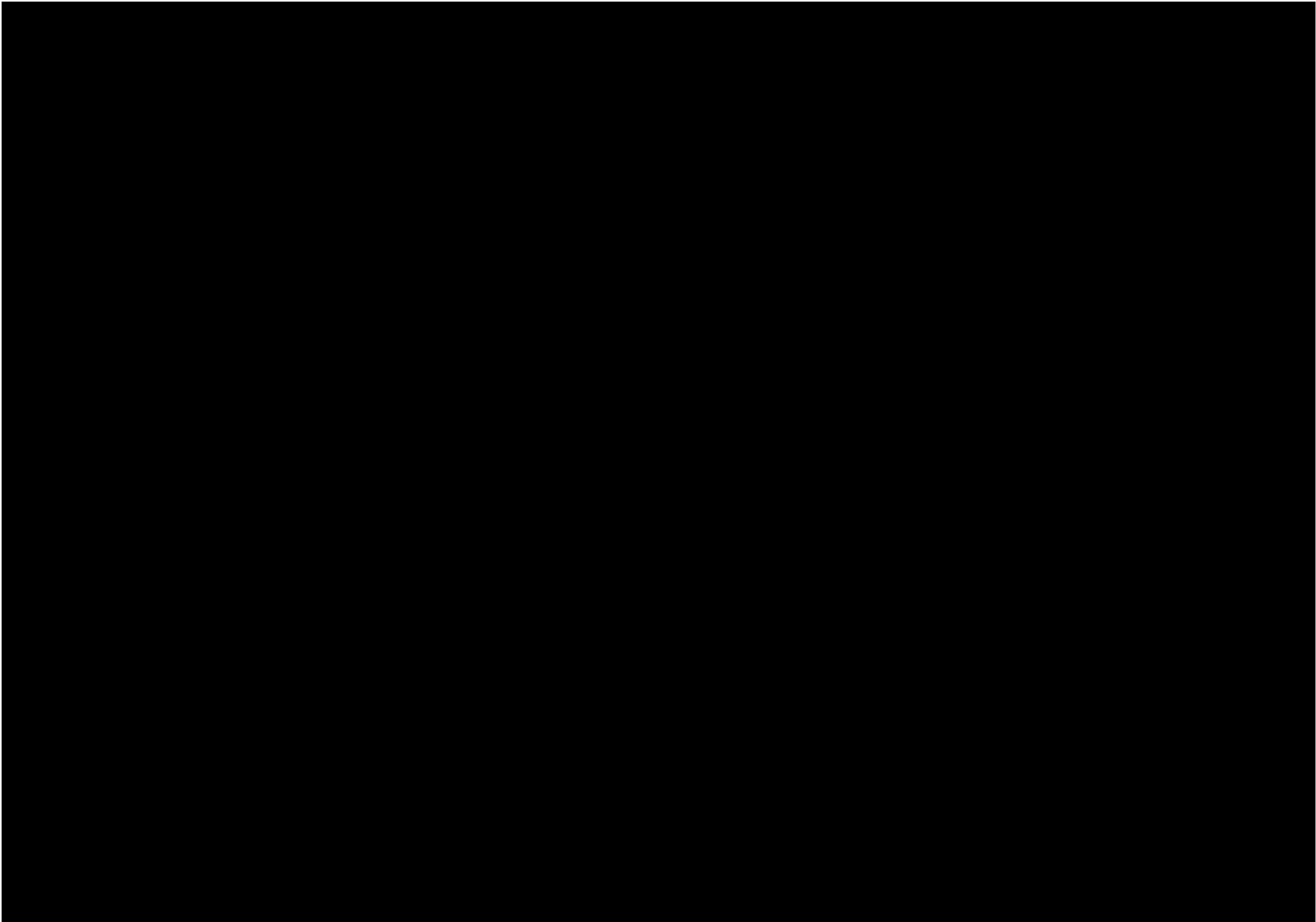


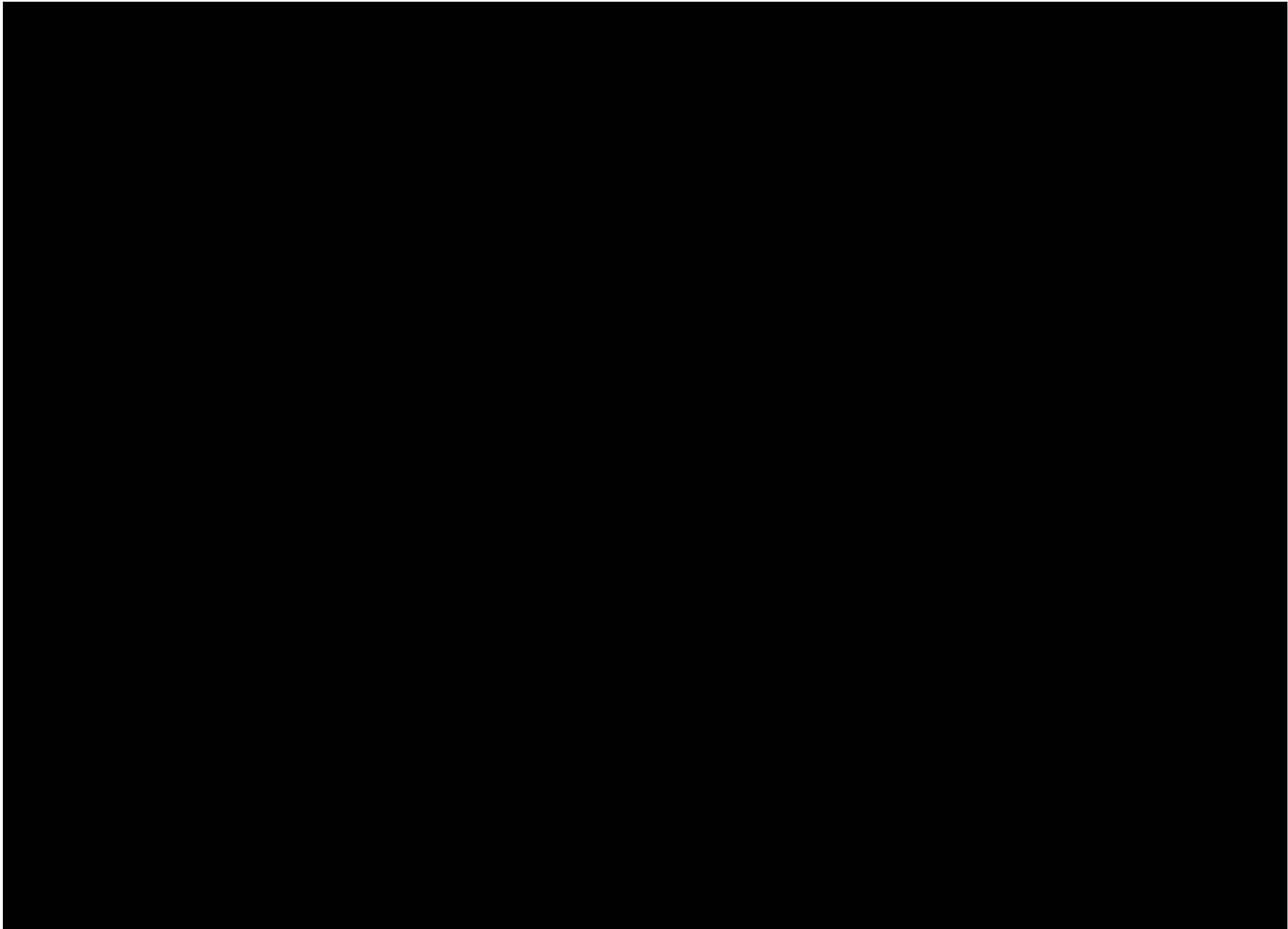


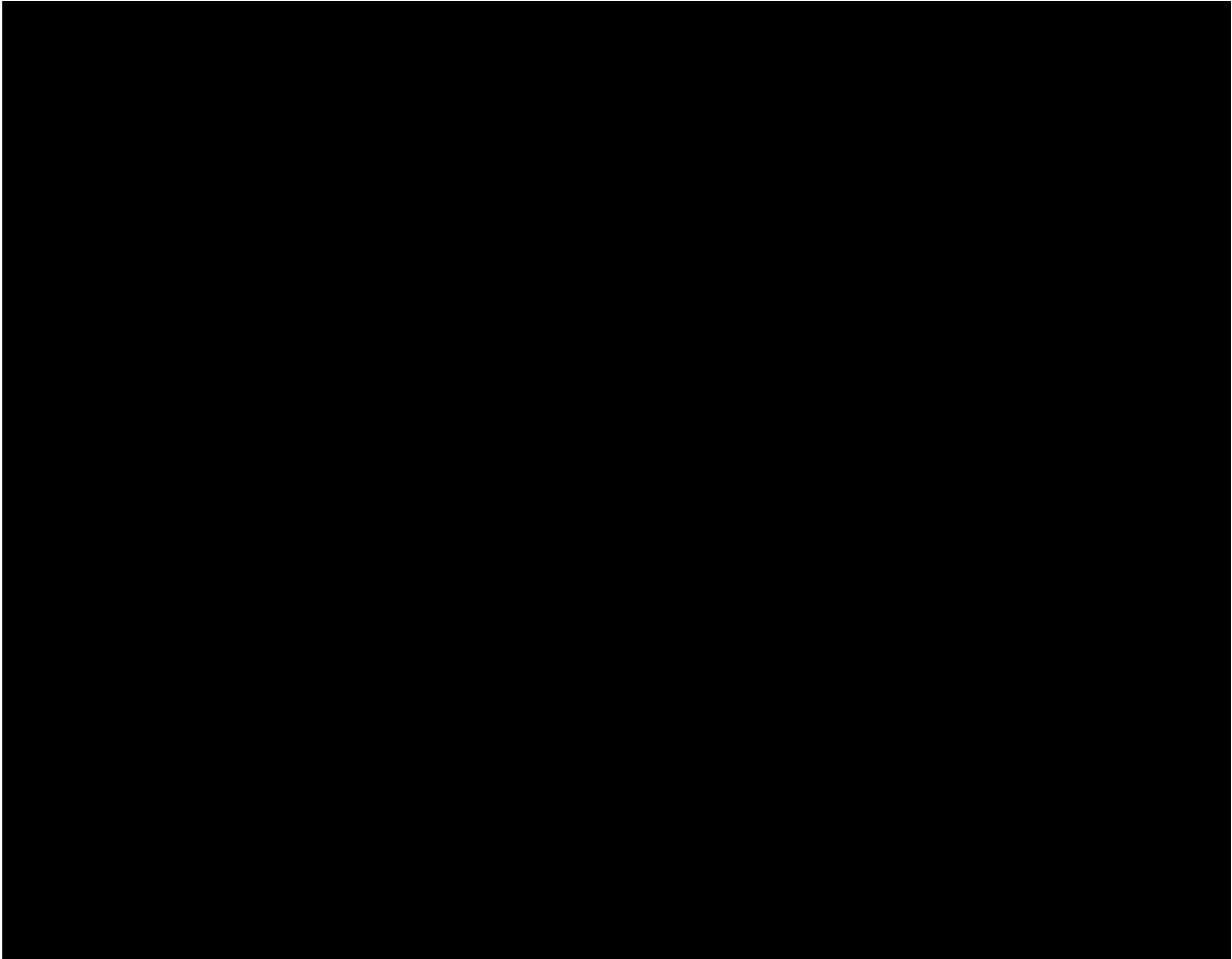


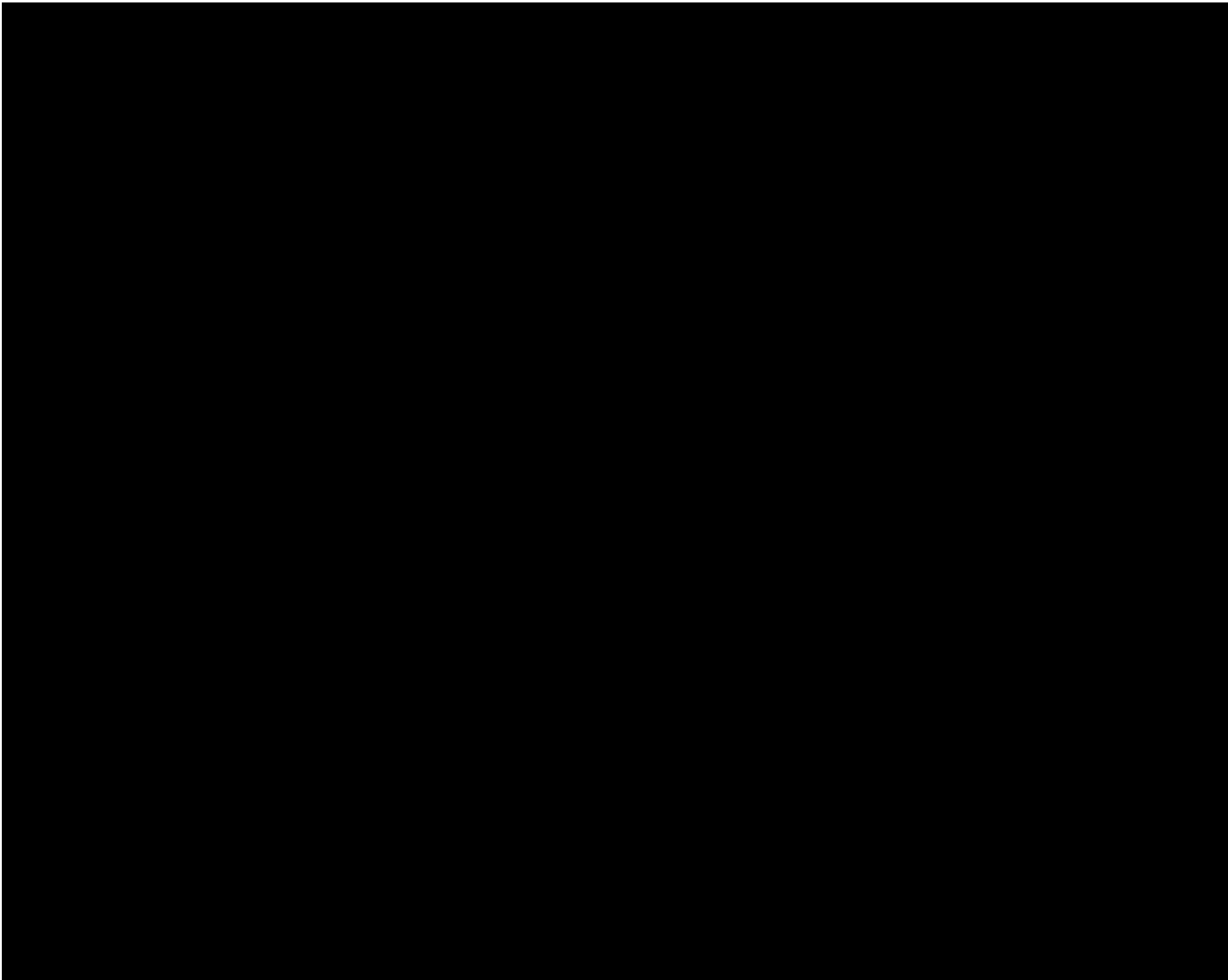
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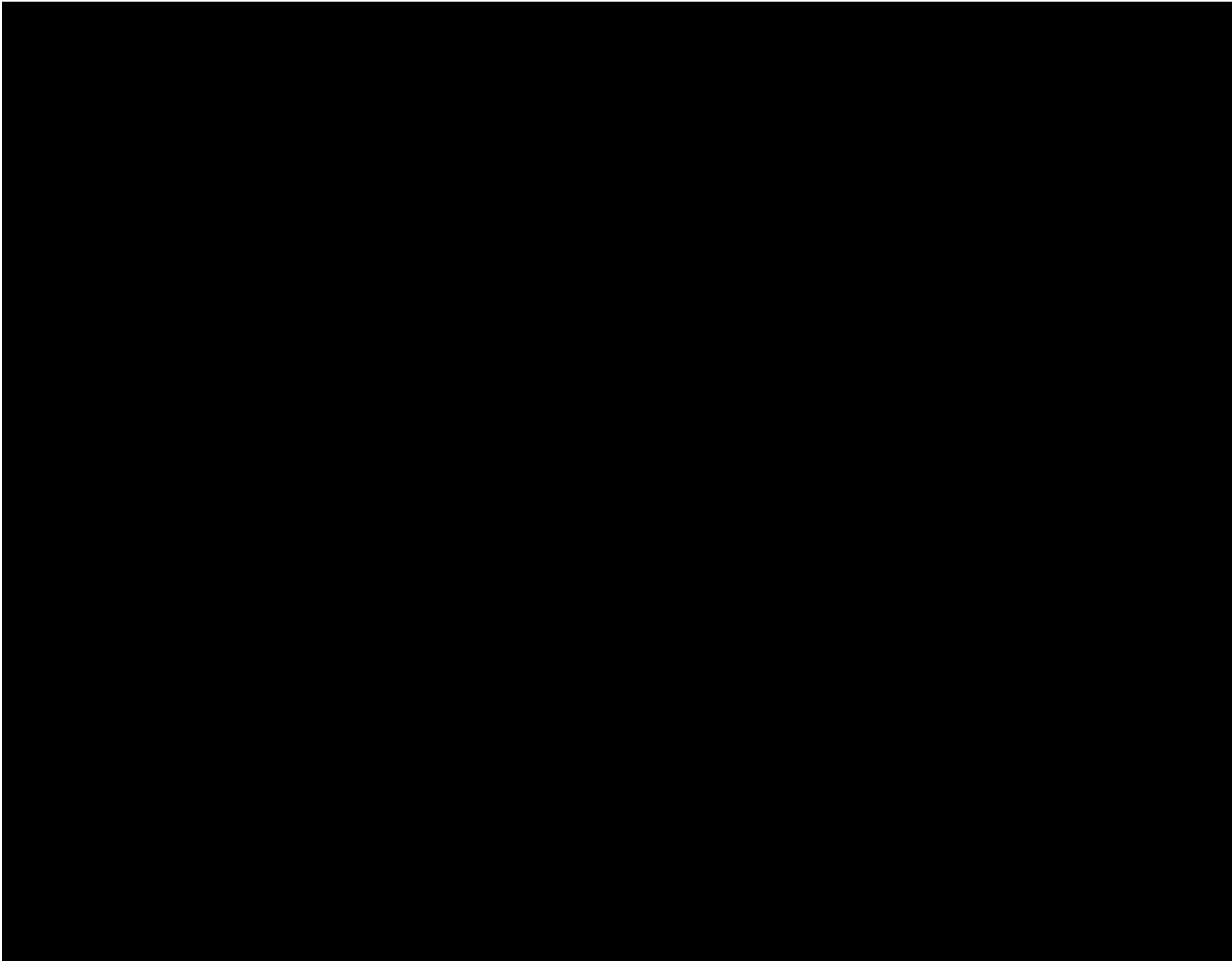


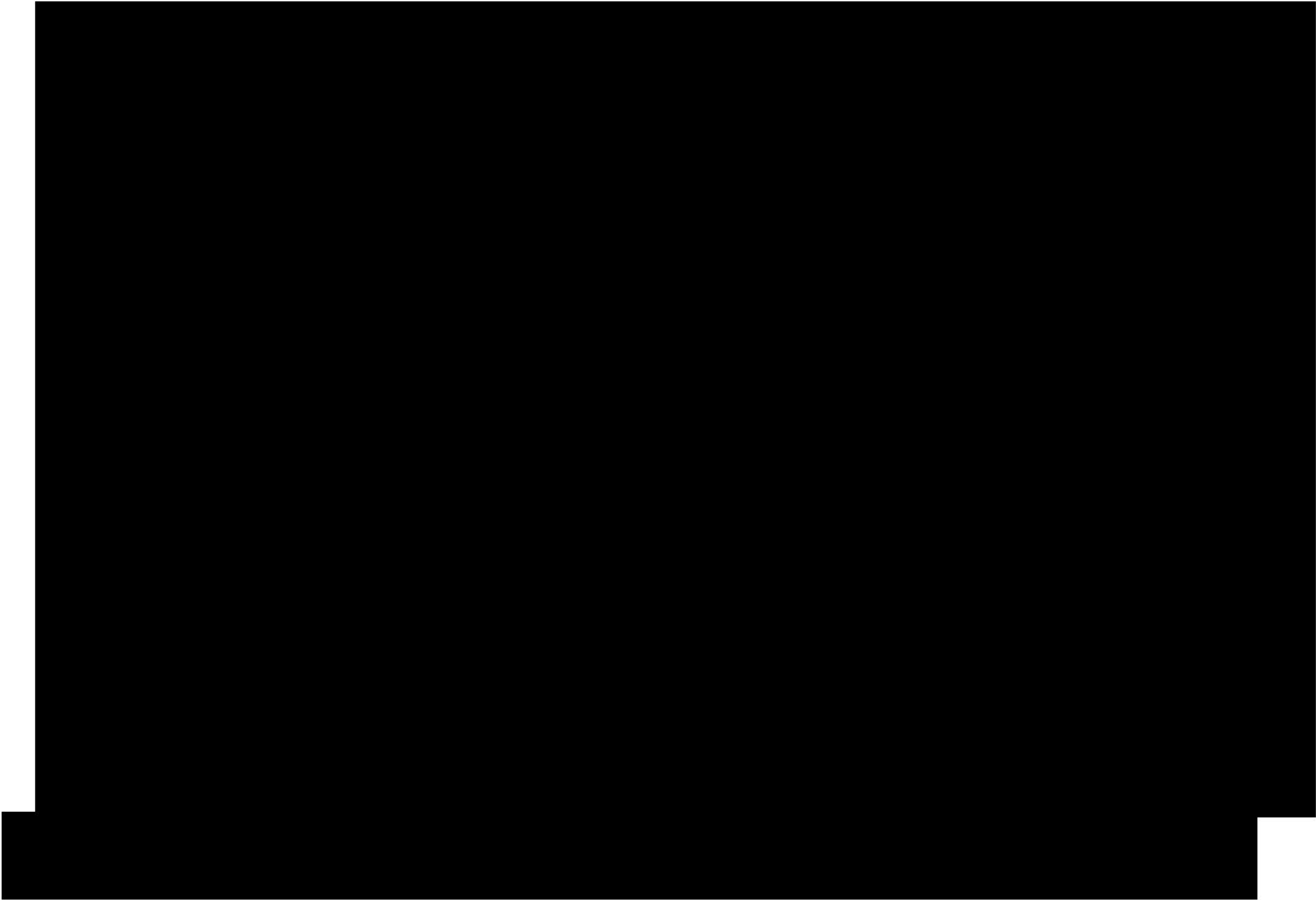


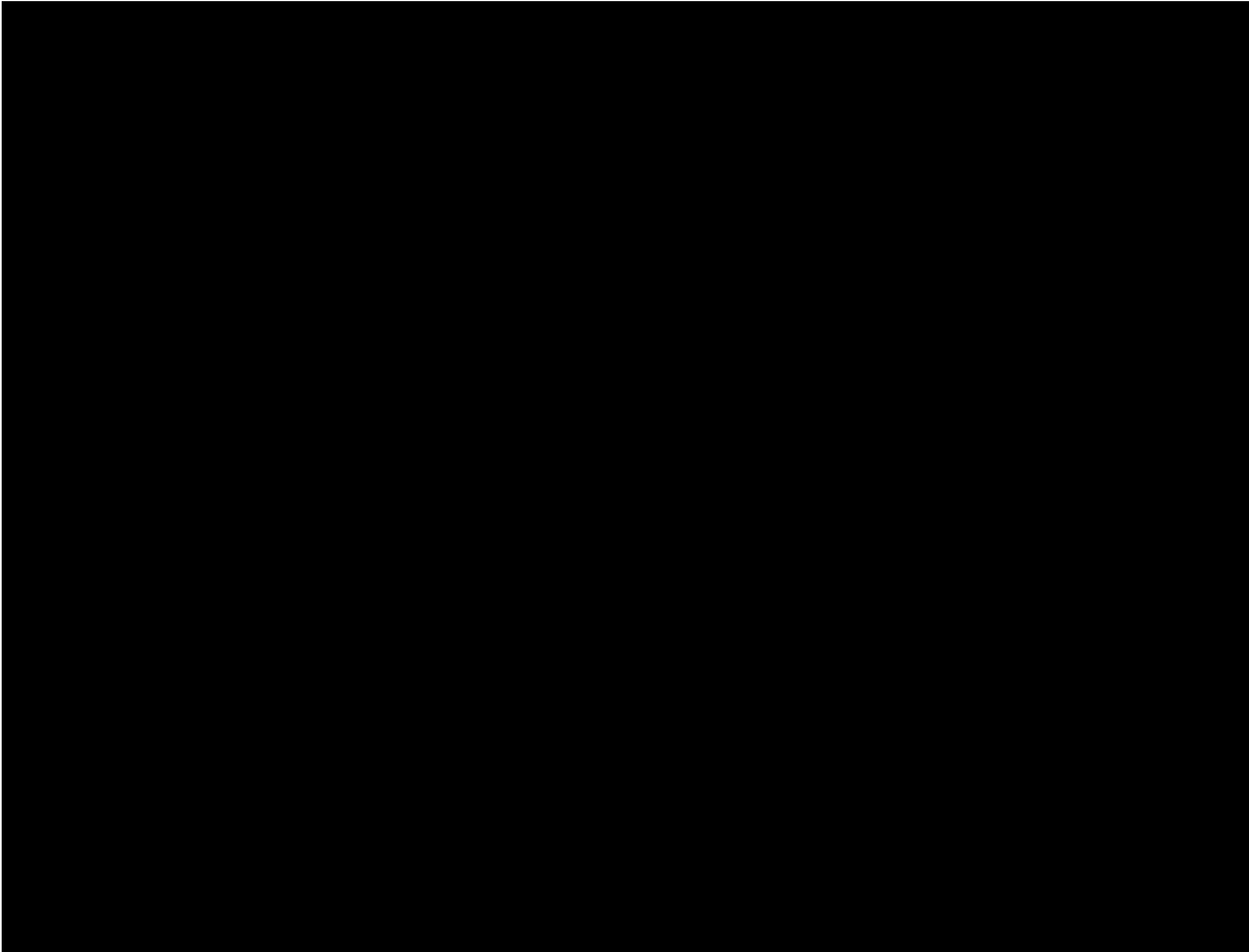


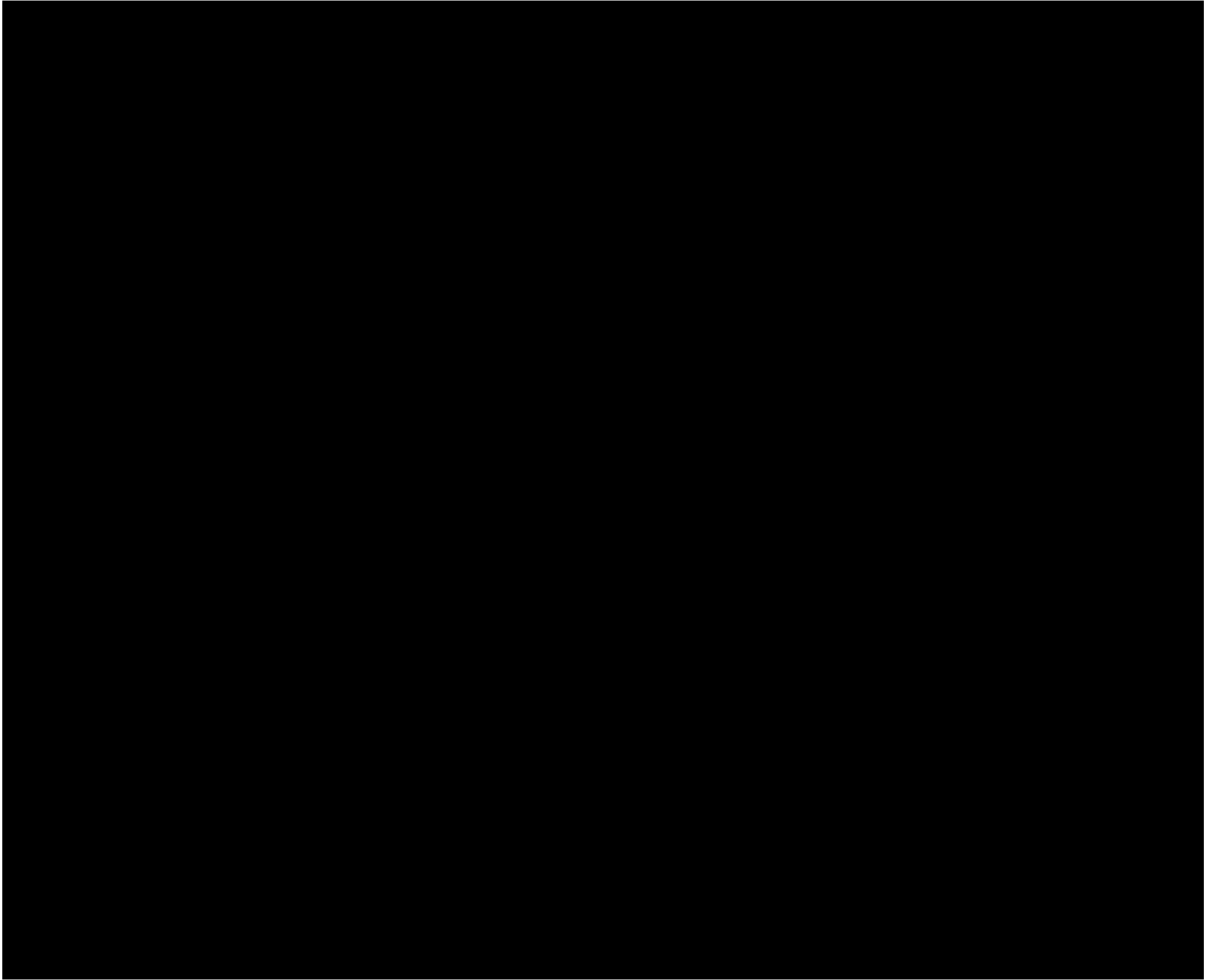


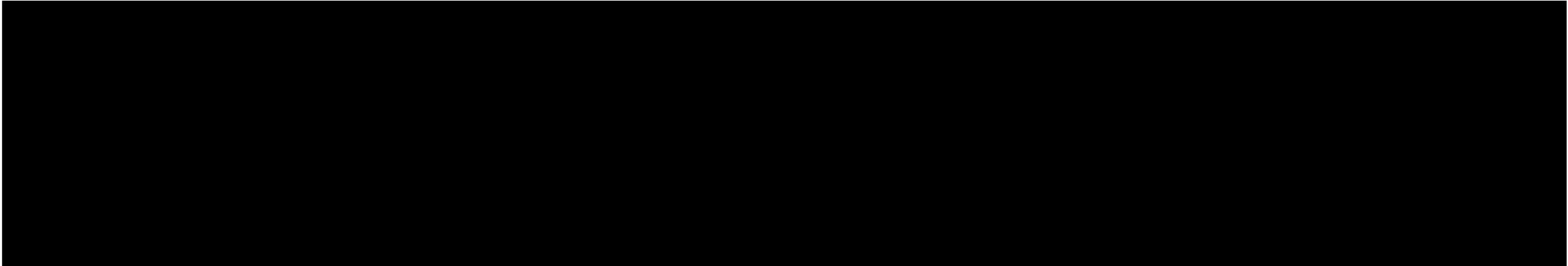


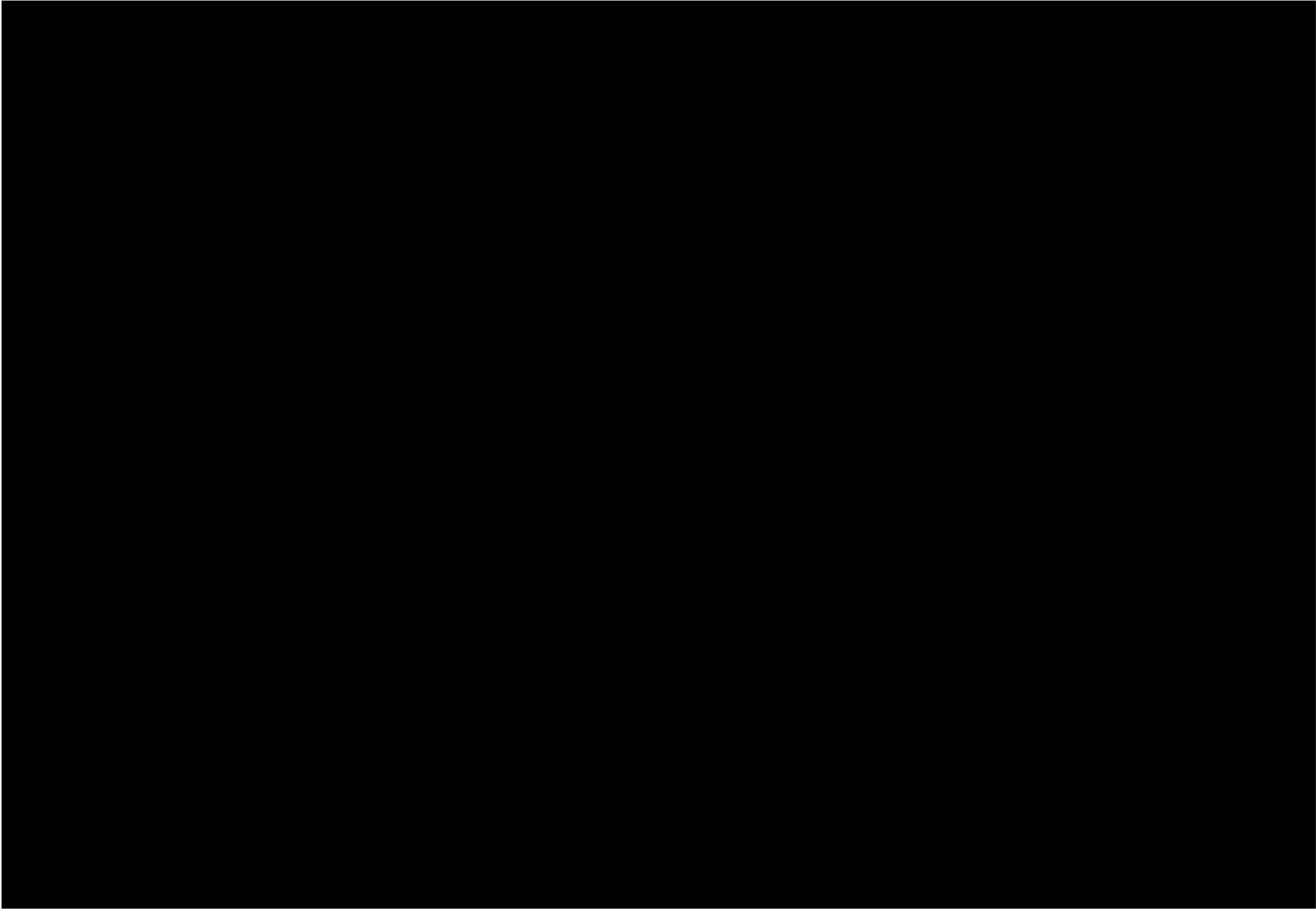




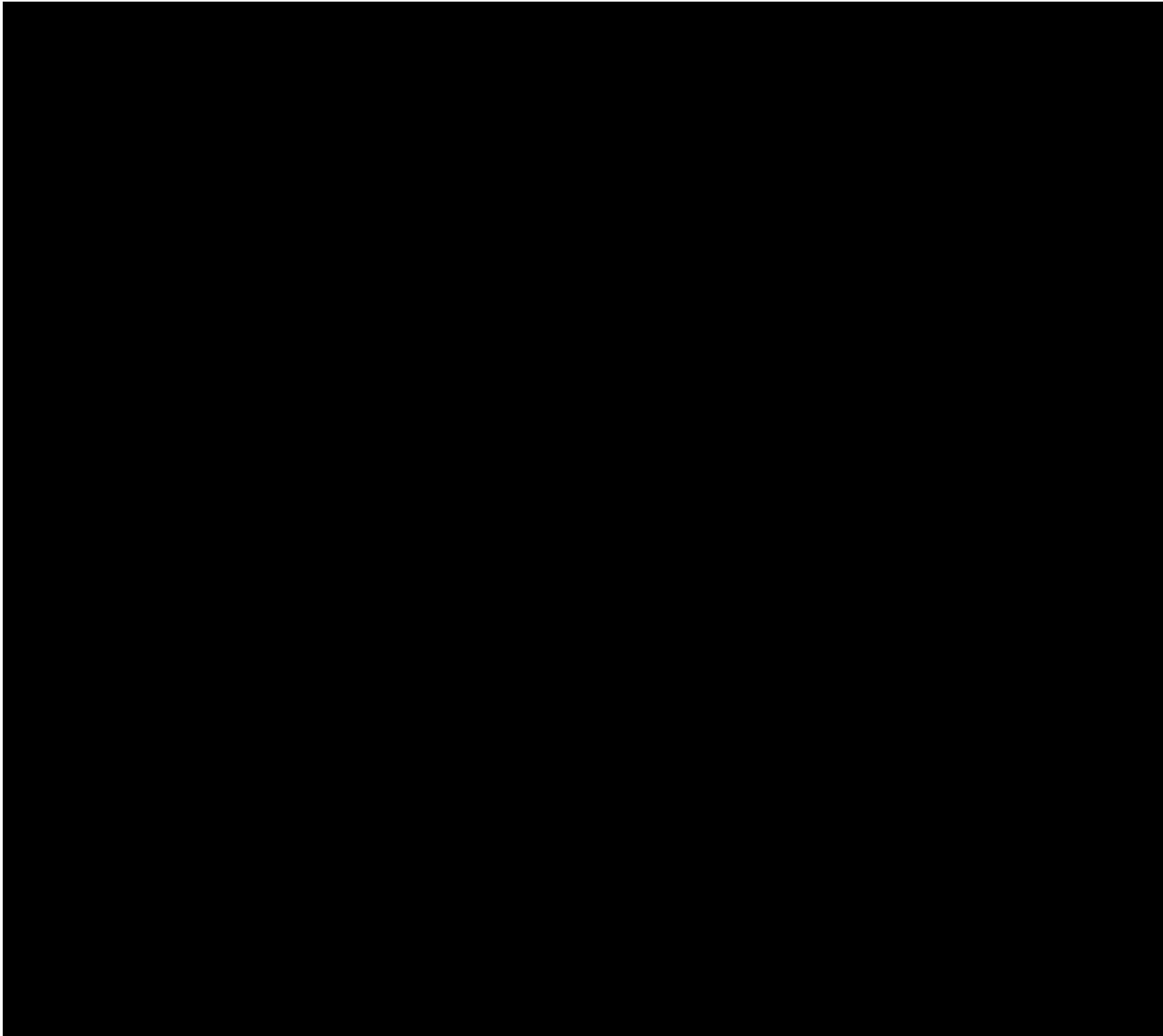


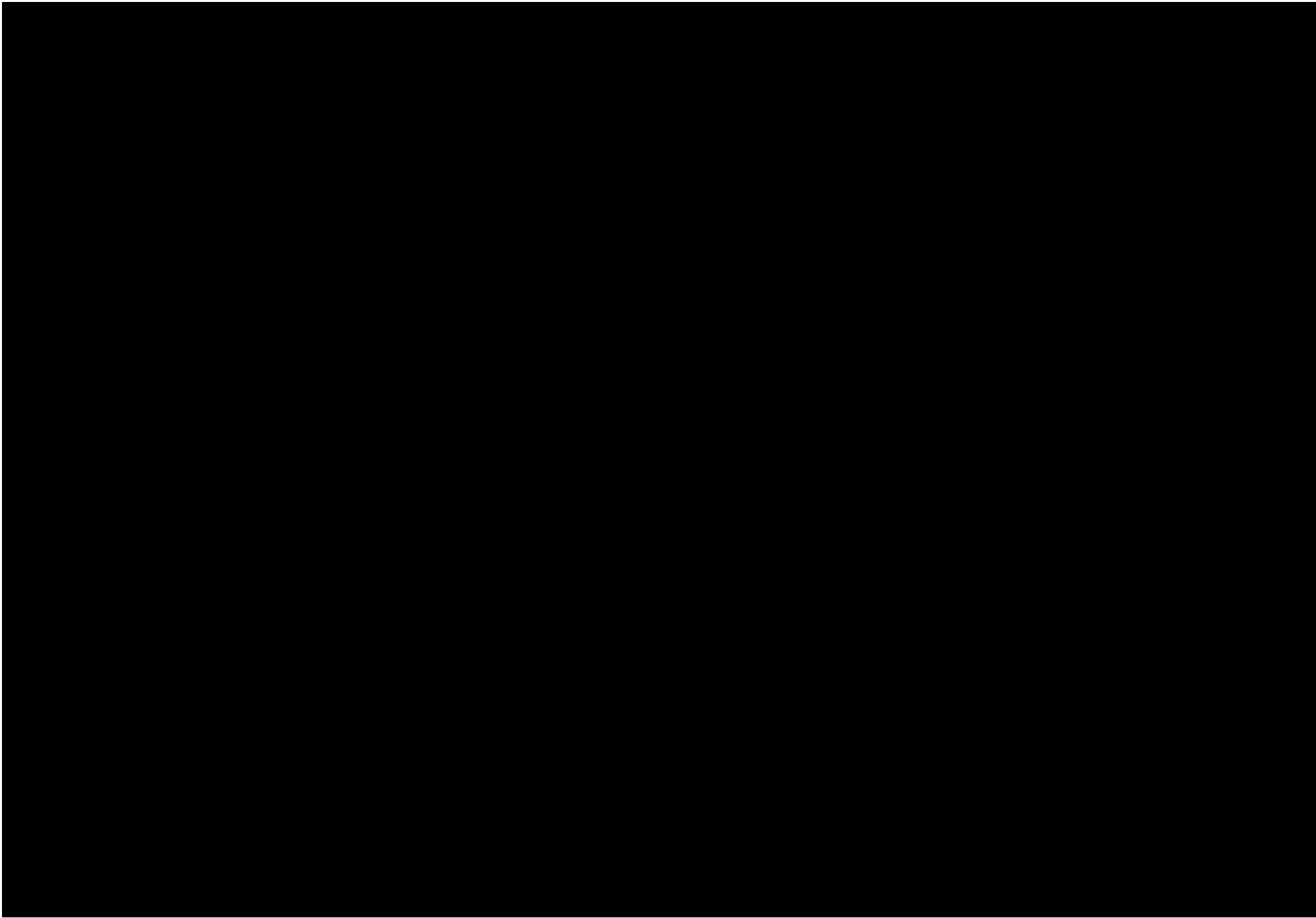


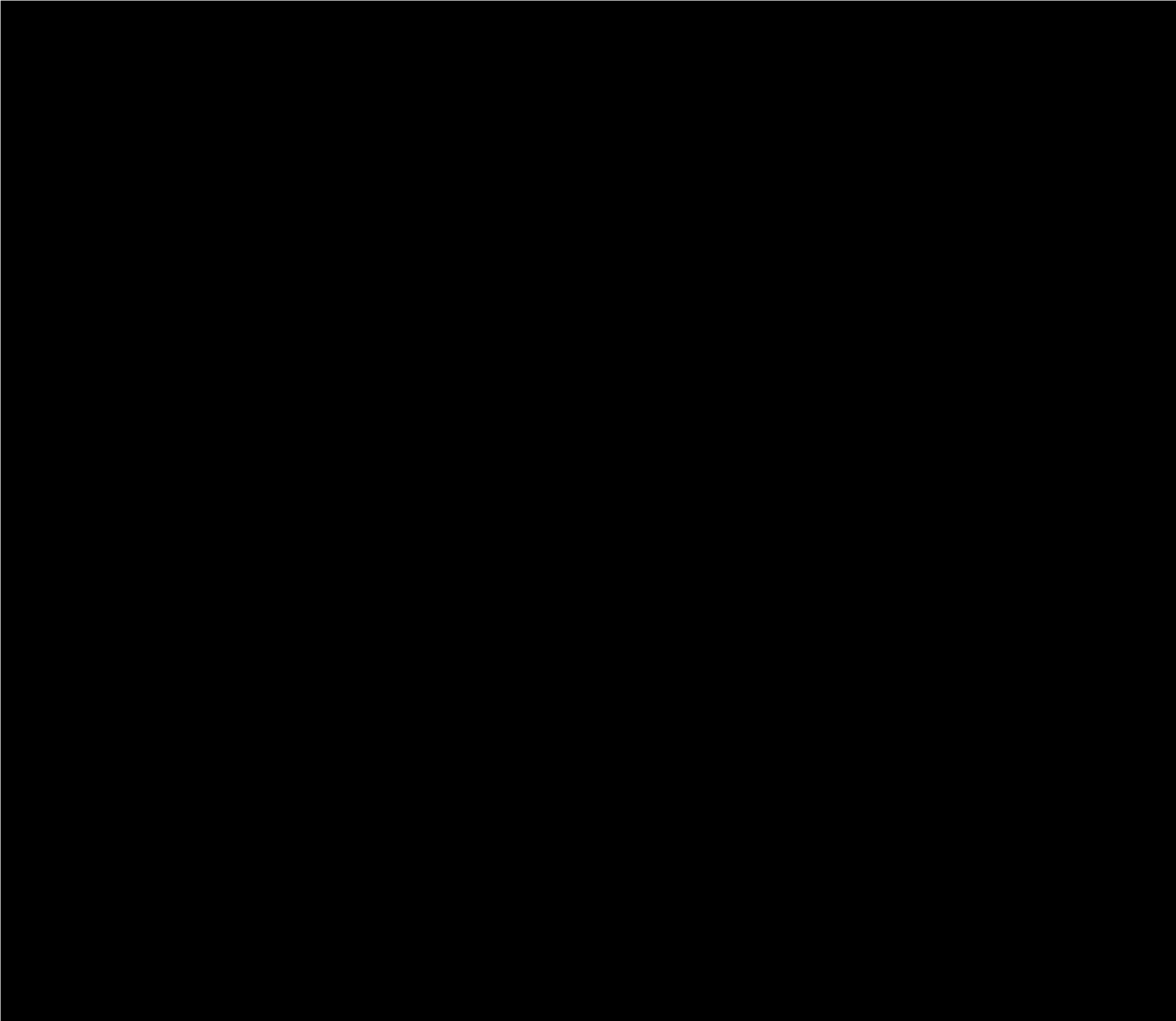


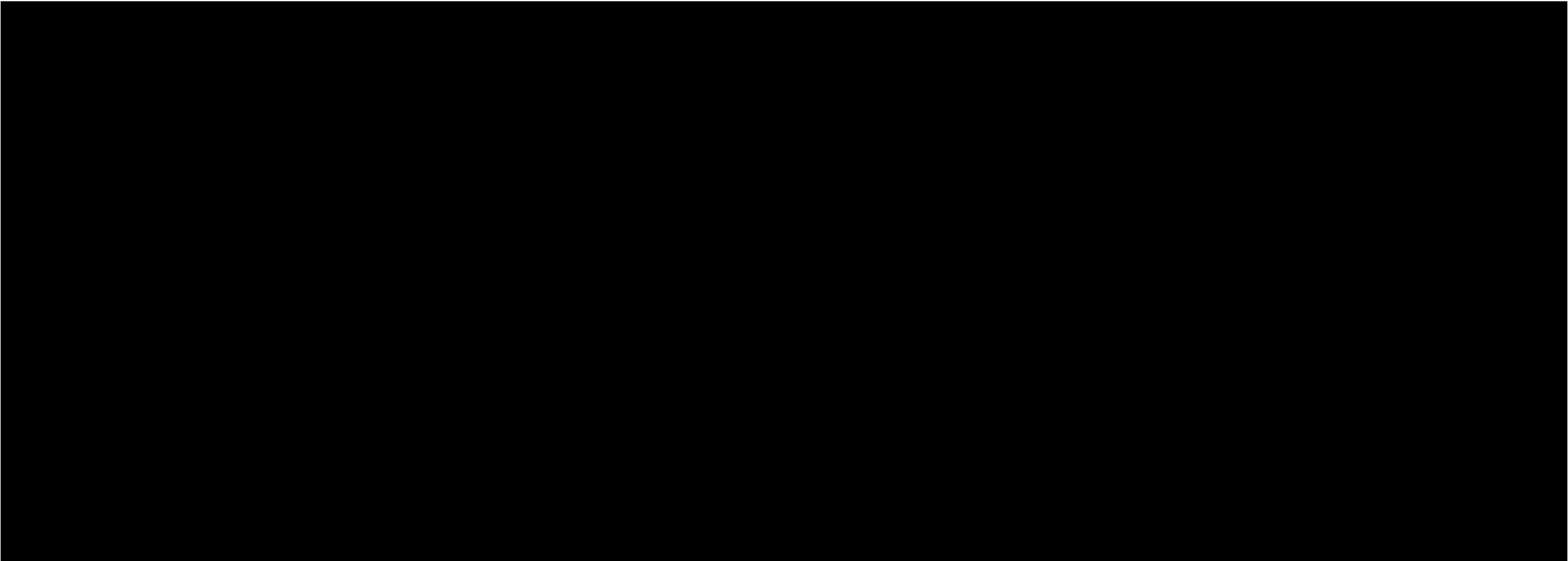


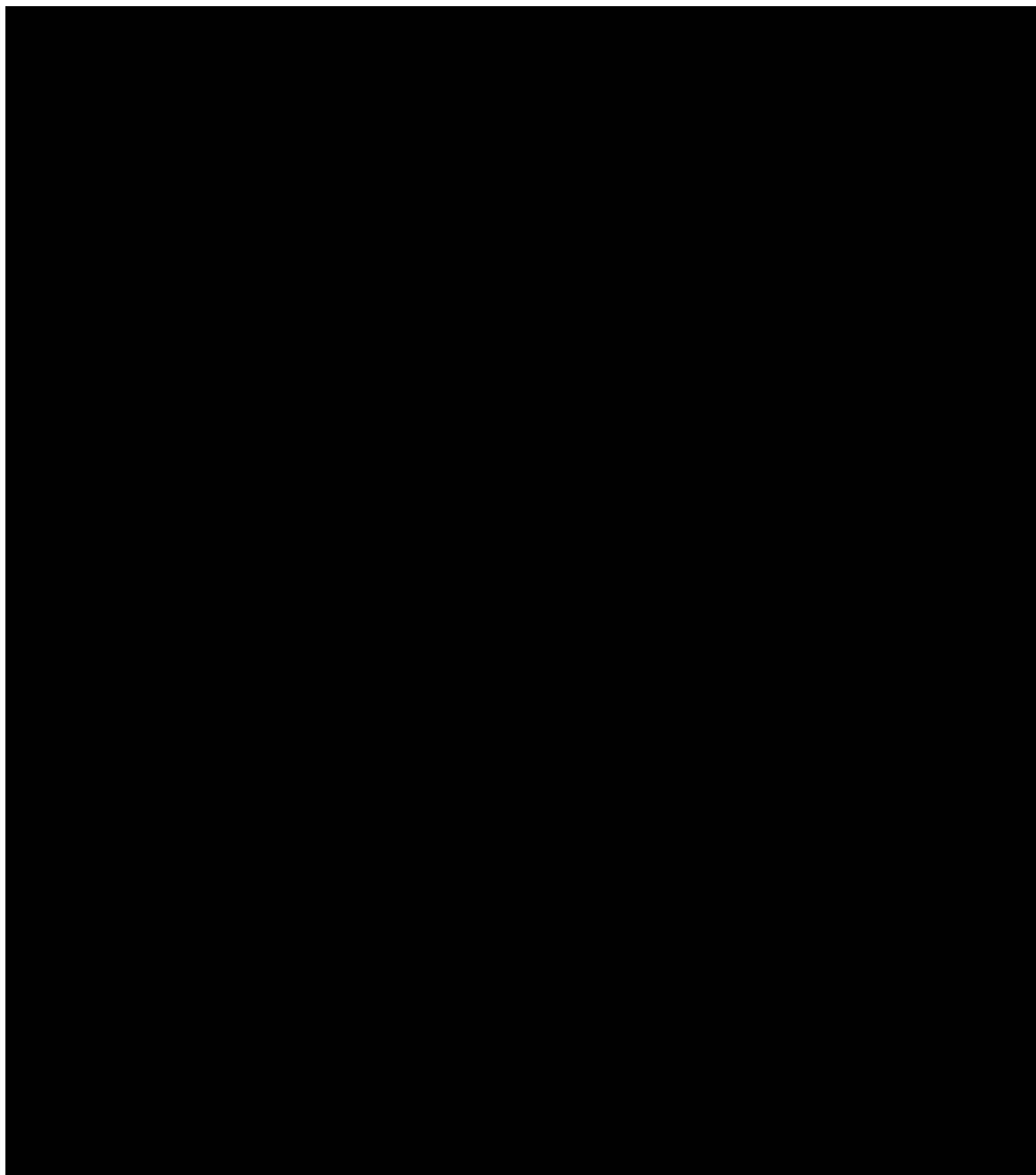














Humber Hull Frontage

Landscape Contract Scoping document

Landscape Lot 2

Version: 2

Issue Date: 14/09/2021



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1.3 <i>Project Location</i>	3
1.4 <i>Programme details and timing</i>	3
1.5 <i>Constraints and Considerations</i>	3



1: Project Description

1.1 Project Description

The Humber: Hull Frontage scheme is a £42 million flood defence scheme to upgrade the defences along the edge of the Humber Estuary to protect the city of Hull from tidal flooding.

The flood defences stretch along more than four miles (7km) of shoreline from St Andrew's Quay Retail Park in the west to Victoria Dock Village in the east. As well as protecting homes, the work also protects major businesses in the city.

The improved flood defences have been constructed to the required height and are now functional, reducing tidal flood risk to 113,000 properties in Hull.

1.2 Scope of Works

- Production of standard Risk Assessments and Method Statements (RAMS) and a site specific programme of works.
- Establishment aftercare of 126 standard trees.
- Annual maintenance and top-up of mulch.
- Aftercare maintenance of 2,753m² ornamental shrub planting.
- Aftercare maintenance of 4,957m² amenity grass.
- Weed control by hand.
- Annual litter picking.

The Landscape drawings are (as contained within the Tender information):

IMNE000169-BMM-XX-4Z1-DR-L-0001006-A4-C01-C0700-EA4-LOD4-St Andrew's Quay Landscape Design Details Overview Plan

IMNE000169-BMM-XX-4Z6-DR-L-0001250-A4-C04-C0700-EA4-LOD4-Victoria Pier Reinstatement & Retention Plan

IMNE000169-BMM-XX-4Z7-DR-L-0001300-A4-C01-C0700-EA4-LOD4-Victoria Dock Village Tree Planting Proposals Key Plan

1.4 Programme details and timing

Main Construction Start:	November 2018
Main Construction Completed:	September 2021
Construction Defect Period End:	September 2022

Landscape Implementation Start:	November 2020 (Completed by BAM)
Landscape Establishment Start (Year 1):	September 2021 (to be completed by BAM)
Landscape Establishment Start (Year 2-5)	September 2022
2-5 Year Aftercare period Ends:	September 2026

1.5 Constraints and Considerations

Gated access and or restrictions: 24-hour access for pedestrians but vehicles may require key for gates to be obtained from the Council. TBC at pre-start meeting

Requirement for a handover meeting: Handover to be from BAM, the current main contractor. At end of contract requirement to handover to HCC.

Ground Conditions: Flat ground conditions, some areas of stoney soil throughout the site.

Buried services and plans: Electrical cable present against wall in Victoria Dock Village West and East. Plans to follow.

Public / Business interfaces: The public have free access. Areas of public open space, shops, bars, restaurant and housing surrounds site. Site is located on the Trans Pennine trail.

Known Hazards: No known hazards, TBC at pre-start meeting.

Flood Risk: The flood defences are on one side of the Huber Estuary.

Invasive Species: None within the extent of the landscape maintenance works.

Document Library – Lot 2 – Humber Hull Frontage

The documents listed below which were part of the tender pack also form part of the contract.

Documents

- 21 08 12 Humber Hull Frontage_Landscape Specification v0.2
- Humber Hull Frontage_Scoping document v2

Drawings

- IMNE000169-BMM-XX-4Z1-DR-L-0001006-A4-C01-C0700-EA4-LOD4-St Andrew's Quay
Landscape Design Details Overview Plan
- IMNE000169-BMM-XX-4Z6-DR-L-0001250-A4-C04-C0700-EA4-LOD4-Victoria Pier
Reinstatement & Retention Plan
- IMNE000169-BMM-XX-4Z7-DR-L-0001300-A4-C01-C0700-EA4-LOD4-Victoria Dock Village
Tree Planting Proposals Key Plan