



Asiant Cefnffyrdd Gogledd a Chanolbarth Cymru
North & Mid Wales Trunk Road Agent

NMWTRA Tree Works Framework Contract 2020

VOLUME 4 Framework Supplementary Information

October 2020

CONTRACT



Yn gweithio ar ran
Llywodraeth Cymru
Working on behalf of the
Welsh Government

NMWTRA Tree Works Framework Contract 2020	Document ref: CT12-1214-01-4
VOLUME 4 – Framework Supplementary Information	October 2020

Document Control Sheet

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<i>v1.0</i>	<i>TENDER</i>	<i>ACD</i>	<i>RMJ</i>	<i>RMJ</i>	<i>Commercial</i>	<i>07/07/2020</i>
<i>v2.0</i>	<i>CONTRACT</i>	<i>AGJ</i>	<i>RMJ</i>	<i>RMJ</i>	<i>Commercial</i>	<i>06/10/2020</i>

Amendment Record

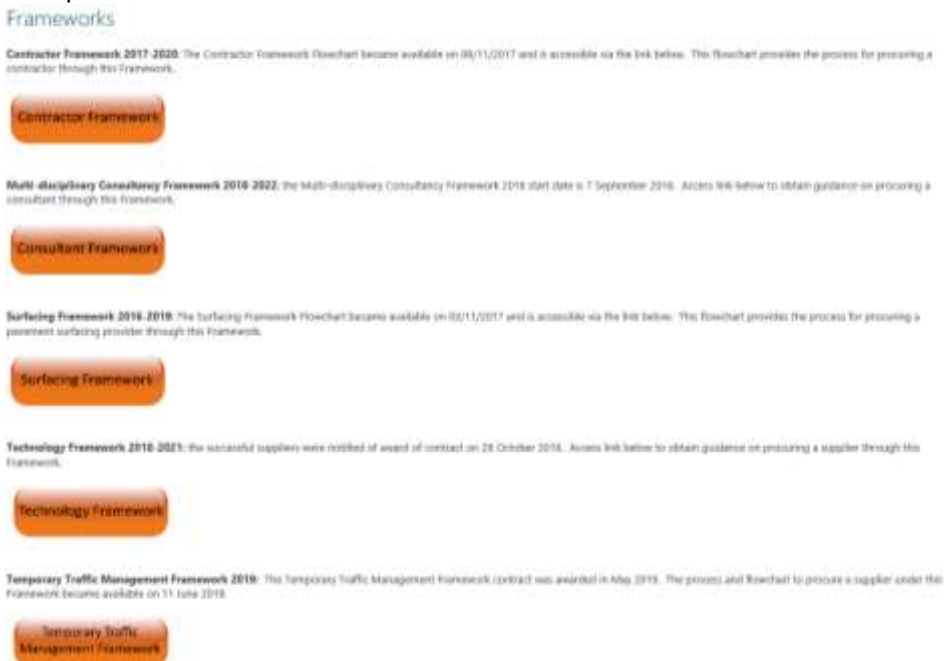
Rev	Status	Amendment(s)
<i>v2.0</i>	<i>CONTRACT</i>	<i>CONTRACT issue</i>

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1	Introduction
1.1	The Definitions and Interpretations of words and expressions in this document are defined in para 1.1 of Volume 1 - Framework Conditions and Contract . The <i>Client</i> and <i>Supplier</i> in context of this Volume are the “User”.
1.2	The content of this Volume 4 - Framework Supplementary Information is generally guidance and information for the User to commission a Work Order under this Framework Agreement.
1.3	The information and documents referenced in this Volume intend to provide the User with outline references to the processes, materials and templates available to commission a Work Order under this Framework, as well as those utilised in the administration of the contract.
1.4	The <i>Client Representative</i> may revise, change and/or replace the templates, forms, processes and other documents referenced in this volume during the term of the Framework. The User (<i>Client</i>) should refer to the NMWTRA Collaboration Portal site and/or contact the <i>Client Representative</i> for up to date documentation.
1.5	The User should refer to the information, processes and materials contained in this document for guidance only; the content is not strictly binding but intended to promote and encourage consistency and best practice. The User should consider the specific requirements of individual work orders, and use discretion in ensuring that the contents of this volume are appropriate and best applied to their requirements.
1.6	The User should access NMWTRA’s Frameworks page within the Collaboration Portal (NMWCP), which provides guidance on each active Framework as well as interactive flowcharts detailing the procurement process and providing links to relevant documents and templates. Subject to the <i>Client Representative</i> providing individual access on request, the User can access the Frameworks page via the following link: https://nmwcp.gwynedd.gov.uk/fw/default.aspx .
1.7	<p>The following screenshot displays the front page for reference, subject to amendments to incorporate this 2020 iteration of the NMWTRA Tree Works Framework once live: -</p>  <p>The screenshot shows the 'Frameworks' page of the NMWCP. It lists several frameworks with orange buttons for each: 'Contractor Framework', 'Multi-disciplinary Consultancy Framework 2016-2022', 'Surfacing Framework 2016-2019', 'Technology Framework 2016-2021', and 'Temporary Traffic Management Framework 2019'. Each entry includes a brief description of the framework and its availability.</p>

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2.	Selection Procedure - Process, Flowchart
2.1	The User should refer to section 6 of Volume 2 - Framework Information for conditions relating to the <i>selection procedure</i> of a <i>Supplier</i> under the Framework.
2.2	The <i>Client</i> can access a flowchart detailing the process and providing guidance on the procurement of a <i>Supplier</i> under this Framework on the NMWTRA Collaboration Portal website (https://nmwcp.gwynedd.gov.uk/fw/default.aspx). The <i>Client</i> can access relevant documents via hyperlinks in this flowchart.
2.3	A non-interactive screenshot of the process flowchart is appended at Appendix A for reference.

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3.	Performance Monitoring
3.1	General
3.1.1	The User should refer to section 4 of Volume 2 - Framework Information for conditions relating to <i>Supplier</i> performance scoring and monitoring.
3.1.2	The <i>Client</i> should define any required Performance Monitoring criteria in Clause X20 of the Contract Data for each Work Order.
3.1.3	The <i>Client Representative's</i> administration of Performance Indicators of Framework <i>Suppliers</i> does not replace or discharge the <i>Client's</i> obligation to manage and monitor the <i>Supplier's</i> performance of undertaking Works under any Work Order commissioned under this Framework, and address any issues at project level.
3.2	Performance Indicators
3.2.1	The <i>Client's Representative</i> has appended copy suggested template performance scoresheets (for scoring the performance of both <i>Supplier</i> and <i>Client</i> respectively) at Appendices F and G .
3.2.2	The Performance Indicator template form (Appendix F) includes 6 <i>Supplier</i> Performance Indicators to be scored by the <i>Client</i> : - <ul style="list-style-type: none"> 1. Client Satisfaction – Service; 2. Safety; 3. Client Satisfaction – Product; 4. Predictability – Cost; 5. Defects; 6. Predictability – Time.
3.2.3	The Performance Indicator template form (Appendix G) includes 5 <i>Client</i> Performance Indicators, scored by the <i>Supplier</i> : - <ul style="list-style-type: none"> 1. Quality of Commissioning / Contract Documentation Safety; 2. Speed of Response to Queries; 3. Quality of Project Management / Direction; 4. Timeliness of Payment; 5. Overall Service Received.
3.2.4	The Performance Indicator template form scores all Indicators in a scoring range of 1-4: - <ul style="list-style-type: none"> 4 – Outstanding; 3 - Good/Satisfactory; 2 - Room for Improvement; 1 – Unacceptable; N/A - Not Applicable / Unscored.
3.2.5	The <i>Client</i> should forward copies of any completed Performance Indicator forms, on completion of the Works for each Work Order, to the <i>Client Representative</i> to aide with Framework <i>Supplier</i> continuous improvement and monitoring. The <i>Client</i> shall forward completed forms via email to contracts@nmwtra.org.uk .

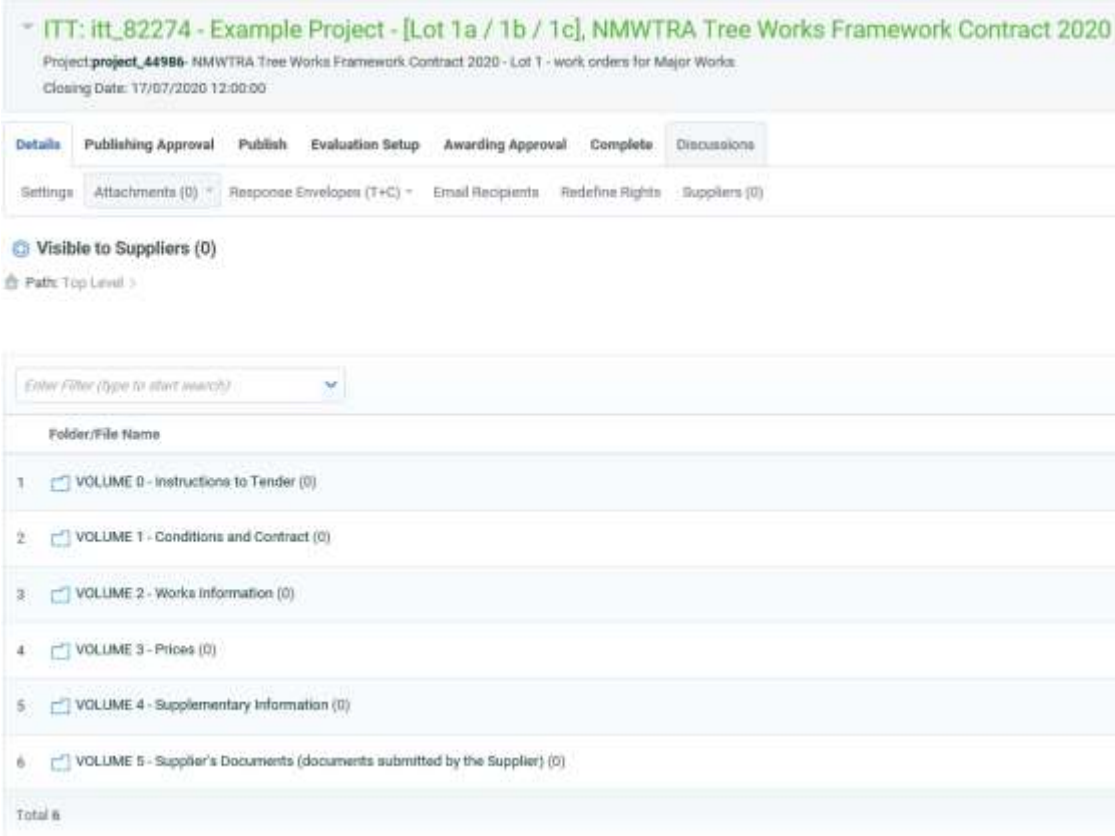
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3.3	Performance Monitoring Review
3.3.1	The <i>Client Representative</i> will meet with each <i>Supplier</i> on the Framework at intervals considered appropriate (refer to para 4.1 in Volume 2 – Framework Information). The <i>Client Representative</i> will include Performance Monitoring as an agenda item in Framework progress review meetings.
3.3.2	The <i>Client Representative</i> , in preparation such meetings with each <i>Supplier</i> , will collate Performance Indicator scores in that period into a report for discussion. The <i>Client Representative's</i> involvement is not to assume responsibility for isolated issues and involvement in individual project matters, but rather to identify any potential or consistent issues and problem trends of each <i>Supplier</i> occurring across multiple project works, and make efforts to resolve them. The <i>Client's Representative</i> will identify and record issues, and address in order to identify repeating issues and to promote continuous improvement.

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4.	eProcurement, eTenderWales									
4.1	General									
4.1.1	The User should refer to para 4.3.3 of Volume 2 – Framework Information for the conditions on procuring a <i>Supplier</i> via the e-Tender Wales (“eTW”) portal.									
4.1.2	Where appropriate and for a Work Order tendered by mini-competition, the <i>Client</i> is encouraged to procure a <i>Supplier</i> via the eTW system developed by Bravo Solution / Jaggaer for and on behalf of the WG, for use by public bodies in Wales.									
4.1.3	eTW is a free to use tool, commissioned by the Welsh Government, link to the portal here: - https://etenderwales.bravosolution.co.uk/web/login.shtml . Tailored training and guidance on its use are available from the system’s developer on request.									
4.1.4	The <i>Client Representative</i> is available to support on use of the portal on request, however procurement responsibilities remain with the <i>Client</i> for each Work Order commissioned.									
4.2	eTenderWales; Guidance									
4.2.1	In using the eTW system to procure a <i>Supplier</i> by mini-competition, the <i>Client</i> should create an ‘ITT’ within eTW, with invitations posted only to those Suppliers within the relevant Lot.									
4.2.2	The <i>Client’s Representative</i> has created ‘Projects’ in eTW for each respective Lot of the Framework, as shown in the screenshot below. <div><table><thead><tr><th></th><th>Project Code</th><th>Project Title</th></tr></thead><tbody><tr><td>1</td><td>project_44987</td><td>NMWTRA Tree Works Framework Contract 2020 - Lot 2 - work orders for Minor Works</td></tr><tr><td>2</td><td>project_44986</td><td>NMWTRA Tree Works Framework Contract 2020 - Lot 1 - work orders for Major Works</td></tr></tbody></table></div>		Project Code	Project Title	1	project_44987	NMWTRA Tree Works Framework Contract 2020 - Lot 2 - work orders for Minor Works	2	project_44986	NMWTRA Tree Works Framework Contract 2020 - Lot 1 - work orders for Major Works
	Project Code	Project Title								
1	project_44987	NMWTRA Tree Works Framework Contract 2020 - Lot 2 - work orders for Minor Works								
2	project_44986	NMWTRA Tree Works Framework Contract 2020 - Lot 1 - work orders for Major Works								
4.2.3	The User can access the ‘Projects’ section on eTW by navigating to <i>Sourcing > Projects > My Projects</i> subject to access being given by the <i>Client Representative</i> .									
4.2.4	The User should click into the relevant ‘Project’ for the defined Lot, and create a new ‘ITT’ for each Work Order. All ‘ITTs’ within a ‘Project’ will be given an ‘itt_XXXXX’ reference/code as detailed in the screenshot below: - <div><div>Project: project_44986 - NMWTRA Tree Works Framework Contract 2020 - Lot 1 - work orders for Major Works</div><div><div>Details</div><div>Communication</div></div><div>Settings Project Attachments (0) Project Objects (1) History Project Team (3)</div><div>All Objects (1)</div><div><div>Filter By: All Objects</div><div>Enter Filter (type to start search)</div></div><table><thead><tr><th></th><th>Type</th><th>Code</th><th>Title</th></tr></thead><tbody><tr><td>1</td><td></td><td>RLB2274</td><td>Example Project - [Lot 1a / 1b / 1c] NMWTRA Tree Works Framework Contract 2020</td></tr></tbody></table><div>Total 1</div></div>		Type	Code	Title	1		RLB2274	Example Project - [Lot 1a / 1b / 1c] NMWTRA Tree Works Framework Contract 2020	
	Type	Code	Title							
1		RLB2274	Example Project - [Lot 1a / 1b / 1c] NMWTRA Tree Works Framework Contract 2020							

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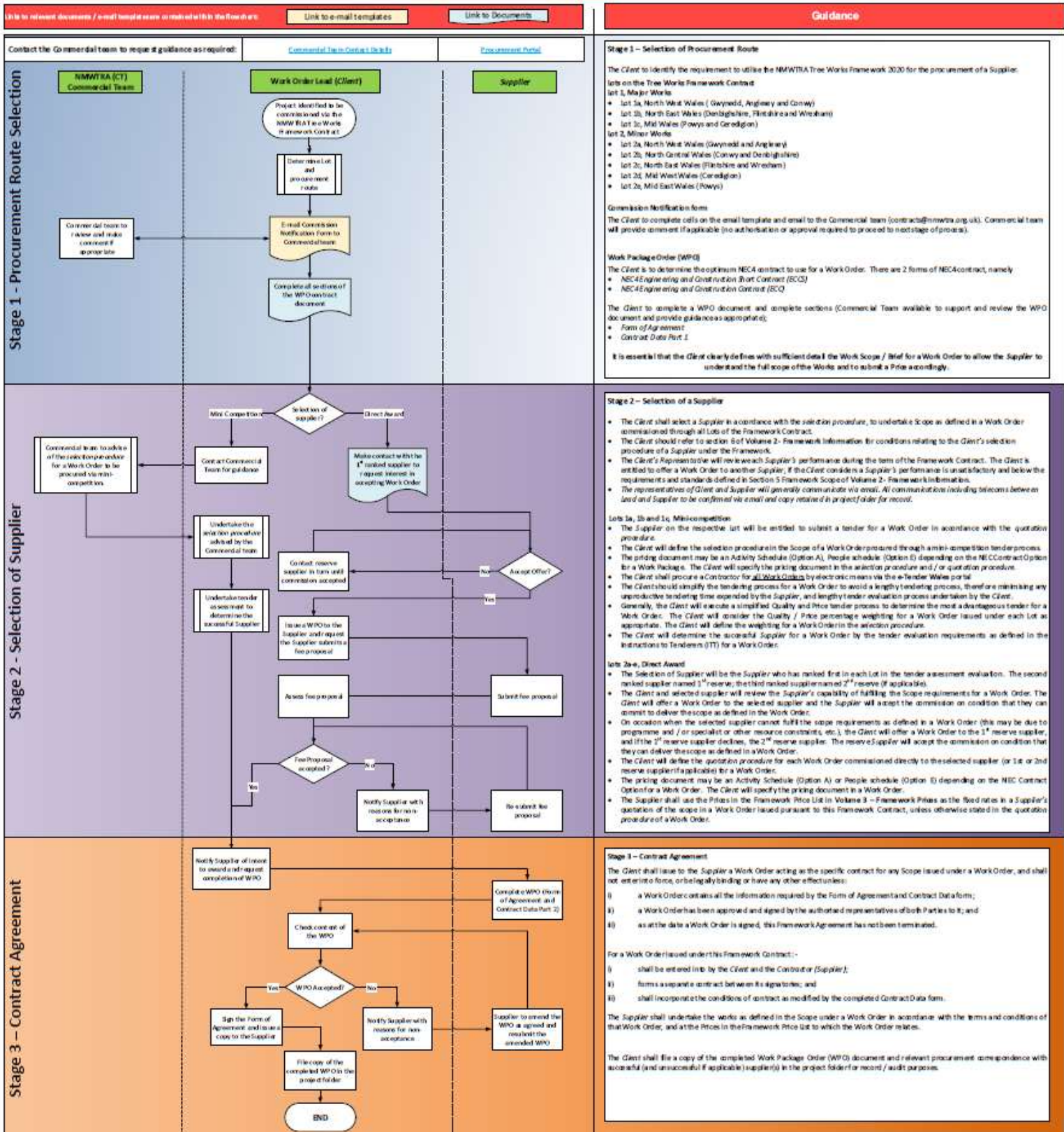
5.	Work Orders, Tender Document Templates (mini-competition only)																
5.1	<p>For a Work Order tendered by mini-competition, the <i>Client</i> should structure the tender documents for a Work Order as follows: -</p> <ul style="list-style-type: none"> • VOLUME 0 Instructions for Tendering; • VOLUME 1 Conditions and Contract; • VOLUME 2 Works Information; • VOLUME 3 Prices; • VOLUME 4 Supplementary Information (as required only); • VOLUME 5 Supplier's Documents (documents submitted by the <i>Supplier</i>). 																
5.2	The Framework Contract tender documents provide a suitable skeletal template for Work Order tender documentation. The <i>Client Representative</i> can provide a copy of those tender documents as templates on request.																
5.3	The <i>Client</i> is obligated to ensure that the tender documentation is sufficiently developed and content is fit for purpose for a Work Order. The <i>Client</i> should ensure that the content of the tender documents are specific to the scope of the Works for a Work Order.																
5.4	<p>The <i>Client</i> should ensure that the tender documents for each Work Order are suitably clear and organised within the respective eTW 'ITT.' The <i>Client</i> should upload Tender documents under <i>Attachments > Visible to Suppliers</i>, in a clear folder structure similar to that shown in the following screenshot: -</p>  <p>The screenshot displays the 'ITT: itt_82274 - Example Project - [Lot 1a / 1b / 1c], NMWTRA Tree Works Framework Contract 2020' interface. It shows a project summary with a closing date of 17/07/2020 12:00:00. Below the summary, there are tabs for 'Details', 'Publishing Approval', 'Publish', 'Evaluation Setup', 'Awarding Approval', 'Complete', and 'Discussions'. Under the 'Details' tab, there are settings for 'Attachments (0)', 'Response Envelopes (T+C)', 'Email Recipients', 'Redefine Rights', and 'Suppliers (0)'. A section titled 'Visible to Suppliers (0)' is also present. At the bottom, there is a search filter and a list of folders/files with their counts:</p> <table border="1"> <thead> <tr> <th>Folder/File Name</th> <th>Count</th> </tr> </thead> <tbody> <tr> <td>1 VOLUME 0 - Instructions to Tender</td> <td>(0)</td> </tr> <tr> <td>2 VOLUME 1 - Conditions and Contract</td> <td>(0)</td> </tr> <tr> <td>3 VOLUME 2 - Works Information</td> <td>(0)</td> </tr> <tr> <td>4 VOLUME 3 - Prices</td> <td>(0)</td> </tr> <tr> <td>5 VOLUME 4 - Supplementary Information</td> <td>(0)</td> </tr> <tr> <td>6 VOLUME 5 - Supplier's Documents (documents submitted by the Supplier)</td> <td>(0)</td> </tr> <tr> <td>Total</td> <td>6</td> </tr> </tbody> </table>	Folder/File Name	Count	1 VOLUME 0 - Instructions to Tender	(0)	2 VOLUME 1 - Conditions and Contract	(0)	3 VOLUME 2 - Works Information	(0)	4 VOLUME 3 - Prices	(0)	5 VOLUME 4 - Supplementary Information	(0)	6 VOLUME 5 - Supplier's Documents (documents submitted by the Supplier)	(0)	Total	6
Folder/File Name	Count																
1 VOLUME 0 - Instructions to Tender	(0)																
2 VOLUME 1 - Conditions and Contract	(0)																
3 VOLUME 2 - Works Information	(0)																
4 VOLUME 3 - Prices	(0)																
5 VOLUME 4 - Supplementary Information	(0)																
6 VOLUME 5 - Supplier's Documents (documents submitted by the Supplier)	(0)																
Total	6																

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6.	Templates, Contract Data
6.1	<p>Contract Data templates are available from the NMWTRA Collaboration Portal website (https://nmwcp.gwynedd.gov.uk/fw/default.aspx), specifically versions below: -</p> <ul style="list-style-type: none"> • NEC4 Engineering and Construction Contract (ECC); Option A (activity schedule); • NEC4 Engineering and Construction Contract (ECC); Option E (time based); • NEC4 Engineering and Construction Short Contract (ECSC).
6.2	Copies of NEC4 suite of Contract Data template documents are appended respectively at Appendices C, D and E.
6.3	The <i>Client</i> shall ensure that documentation and clauses are suitable and appropriate to the Scope in a Work Order.

Appendix A NMWTRA Tree Works Framework (Supplier Procurement Flowchart)

CT1201 - NMWTRA Tree Works Framework 2020 (Procurement of Supplier)



Appendix B

Supplier's Work Order Register

[illegible]

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Appendix C

NEC4 ECC Form of Agreement and Main Option A Contract Data



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NEC4 ECC Form of Agreement and Main Option A Contract Data

Lot nr: *<Insert Lot No.>*
 Project: *<Insert Project Title>*
 Project ref nr: *<WG Scheme nr / Project nr>*
 Date: *<Month / Year>*



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Contract reference:	NMWTRA Tree Works Framework Contract 2020
Document Title:	NEC4 ECC Main Option A Contract Data
Project Title:	<Insert Project Title>
Document Reference:	<Insert Document Reference>

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Form of Agreement

This agreement is made on the Day of 20 between

<Project Ref>

<Project title>

- **Gwynedd Council** <amend if Client is LA> (the *Client*) and

- <Contractor> (The *Contractor*)

The *Client* and *Contractor* shall act as stated in the documents forming this agreement which are:

- NEC4 ECC Contract Data Part one
- NEC4 ECC Contract Data Part two, and
- The documents identified in NEC4 ECC Contract Data

Executed by the *Client*

<Project Sponsor>

(name)

<signature>

(signature)

<date>

Date

Executed by the *Contractor*

(name)

(signature)

Date

NEC4 ECC Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

1 General

The <i>conditions of contract</i> are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract (June 2017)	
Main Option	A
Option for resolving and avoiding disputes	W2
Secondary Options	X2, X7 and X20
The <i>works</i> are	<project title>
The <i>Client</i> is <amend Client below for LA contracts>	
Name:	Gwynedd Council
Address for communications	North Wales Traffic Management Centre, Ffordd Sam Pari, Morfa, Conwy LL32 8HH
Address for electronic communications	markjones@nmwtra.org.uk
The <i>Project Manager</i> is	
Name	<insert name>
Address for communications	<insert address>
Address for electronic communications	<insert e-mail address>
The <i>Supervisor</i> is	
Name	<insert name>
Address for communications	<insert address>
Address for electronic communications	<insert e-mail address>
The Scope is in	<list documents>
The Site Information is in	<list documents>
The <i>boundaries of the site</i> are	<insert>
The <i>language of this contract</i> is	English

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	The <i>law of the contract</i> is the law of	England and Wales, subject to the jurisdiction of the courts of England and Wales.		
	The <i>period for reply</i> is	<eg, 2 wks>	Except that	
	• The <i>period for reply</i> for	<list requirement>	is	<Time period>
	• The <i>period for reply</i> for	<list requirement>	is	<Time period>
	The following matters will be included in the Early Warning Register			
	<insert risks which the supplier should include in the Early Warning Register>			
	Early Warning meetings are to be held at intervals no longer than	<eg, 2 wks>		
2 The Contractor's main responsibilities				
If the <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key date</i>	The <i>key dates</i> and <i>conditions</i> to be met are			
		<i>condition</i> to be met	<i>key date</i>	
	(1)	<include site specific condition if required>	<include key date>	
	(2)	<include site specific condition if required>	<include key date>	
	(3)	<include site specific condition if required>	<include key date>	
3 Time				
	The <i>starting date</i> is	<insert starting date>		
	The <i>access dates</i> are			
		part of the Site	date	
	(1)	<insert>	<insert>	
	(2)	<insert>	<insert>	
	(3)	<insert>	<insert>	
	The <i>Contractor</i> submits revised programmes at intervals no longer than		<insert period (no longer than 5 weeks)>	
If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>works</i>	The <i>completion date</i> for the whole of the <i>works</i> is		<Insert date ALL works within the Scope is to be completed by>	
Taking over the <i>works</i> before the Completion Date	The Client is /is not willing to take over the works before the Completion Date (Delete as applicable)			

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If no programme is identified in part two of the Contract Data	The period after the Contract Date within which the Contractor is to submit a first programme for acceptance is	<eg, 2 wks>
4 Quality management		
	The period after the Contract Date within which the Contractor is to submit a quality policy statement and quality plan is	<determine need, insert not required if none>
	The period between Completion of the whole of the works and the defects date is	52 weeks
	The defect correction period is	<insert> except that
	• The defect correction period for	<insert> is <insert>
	• The defect correction period for	<insert> is <insert>
5 Payment		
	The currency of this contract is the	Pounds Sterling (£).
	The assessment interval is	One calendar month.
	The interest rate is	2 % per annum (not less than 2) above the
	base rate of the	Bank of England bank.
	The period within which payments are made is	3 weeks

6 Compensation Events

	The place where weather is to be recorded is		<insert nearest> http://www.metoffice.gov.uk/climate/uk/networks/
	The <i>weather measurements</i> to be recorded for each calendar month are		
	<ul style="list-style-type: none">The cumulative rainfall (mm)		
	<ul style="list-style-type: none">The number of days with rainfall more than 5mm		
	<ul style="list-style-type: none">The number of days with minimum air temperature less than 0 degrees Celsius		
	<ul style="list-style-type: none">The number of days with snow lying at	08:00	Hours GMT
	And these measurements:		
	<insert as appropriate, for eg. number of days with wind speed exceeding 25 knots for more than 2 hours>		
	The <i>weather measurements</i> are supplied by		the <i>Client</i>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at		<insert nearest>
	And which are available from		the <i>Client</i>
Where no recorded data are available	Assumed values for the ten year weather return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are		
	n/a		
	The <i>value engineering percentage</i> is 50%, unless another percentage is stated here, in which case it is		%
If there are additional compensation events	These are additional compensation events		
	None		

8 Liability and insurance

	The minimum amount of cover and the periods for which the <i>Contractor</i> maintains insurance are		
	EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
	The <i>Contractor's</i> failure to use skill and care normally used by professionals providing services similar to the <i>works</i>	£5,000,000 In respect to each claim, without limit to the number of claims	12 years
	Loss or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> Providing the <i>works</i>)	£10,000,000 In respect to each claim, without limit to the number of claims	12 years
	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 the contract	£10,000,000 In respect to each claim, without limit to the number of claims	12 years
	The Contractor's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£10,000,000
Resolving and avoiding disputes			
	The <i>tribunal</i> is	Arbitration	
If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	the latest version of the Institution of Civil Engineers Arbitration Procedure	
	The place where arbitration is to be held is	to be agreed by all parties	
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is:		
	the Institution of Civil Engineers Arbitration		

The <i>Senior Representatives</i> of the <i>Client</i> are	
Name (1)	Mark Jones
Address for communications	North Wales Traffic Management Centre, Ffordd Sam Pari, Morfa, Conwy LL32 8HH
Address for electronic communications	markjones@nmwtra.org.uk
Name (2)	<Insert name> <line manager?>
Address for communications	<insert address>
Address for electronic communications	<insert e-mail address>
The <i>Adjudicator</i> is	The parties to select and agree the <i>Adjudicator</i> if and when a dispute arises
Address for communications	As above
Address for electronic communications	As above
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers.

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Secondary Option Clauses			
X2: Changes in the law			
	The <i>law of the project</i> is	England and Wales, subject to the jurisdiction of the courts of England and Wales	
X7: Delay damages			
	Delay damages for completion of the whole of the <i>works</i>	<Insert delay damages rate or £0 if none>	per day
	Delay damages for each <i>section</i> of the <i>works</i> are		
	<i>section</i>	<i>description</i>	<i>amount per day</i>
	(1)		
	(2)		
	(3)		
	(4)		
	The delay damages for the remainder of the <i>works</i> are		
X20: Key Performance Indicators			
	The <i>incentive schedule</i> for Key Performance Indicators is in	<Insert>	
	A report of performance against each Key Performance Indicator is provided at intervals of	<Insert>	months
Z: Additional conditions of contract			
	The <i>additional conditions of contract</i> are		
	Z1:		
	<Insert as necessary> <seek advice from Commercial team as necessary>		

PART TWO – DATA PROVIDED BY THE CONTRACTOR**1 General**

	The Contractor is		
	Name		
	Address for communications		
	Address for electronic communications		
	The fee percentage is	As per Framework Prices	%
	The key persons are		
	Name (1)		
	Job		
	Responsibilities		
	Qualifications		
	Experience		
	Name (2)		
	Job		
	Responsibilities		
	Qualifications		
	Experience		
	The following matters will be included in the Early Warning Register		

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2 The Contractor's main responsibilities		
If the <i>Contractor</i> is to provide Scope for its design	The Scope provided by the <i>Contractor</i> for its design is in	
3 Time		
If a programme is to be identified in the Contract Data	The programme identified in the Contract Data is	
If the <i>Contractor</i> is to decide the <i>completion date</i> for the whole of the <i>works</i>	The <i>completion date</i> for the whole of the <i>works</i> is	
5 Payment		
	The <i>activity schedule</i> is	
	The tendered total of the Prices is	
Resolving and avoiding disputes		
	The Senior Representatives of the <i>Contractor</i> are	
	Name (1)	
	Address for communications	
	Address for electronic communications	
	Name (2)	
	Address for communications	
	Address for electronic communications	

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Data for the Short Schedule of Cost Components			
	The <i>people rates</i> are		
	category of person	unit	rate
	As per Framework Prices		
	The published list of Equipment is the edition current at the Contract Date of the List published by		CECA
	The percentage for adjustment for Equipment in the published list is	As per Framework Prices	% (state plus or minus)
	The rates for other Equipment are		
	Equipment	rate	
	The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the <i>Contractor</i> are		
	Category of person	rate	
	The rates for Defined Cost of design outside the Working Areas are		
	Category of person	rate	
	The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are		

<i>NMWTRA Tree Works Framework Contract 2020</i>	<i>Document ref: CT12-1214-01-4</i>
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Appendix D

NEC4 ECC Form of Agreement and Main Option E Contract Data



Asiant Cefnffyrdd Gogledd a Chanolbarth Cymru North & Mid Wales Trunk Road Agent

NMWTRA Tree Works Framework Contract 2020

NEC4 ECC Form of Agreement and Main Option E Contract Data

Lot nr: *<Insert Lot No.>*
 Project: *<Insert Project Title>*
 Project ref nr: *<WG Scheme nr / Project nr>*
 Date: *<Month / year>*



NMWTRA Tree Works Framework Contract 2020	Document ref: CT12-1214-01-4
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Document Control Sheet

Contract reference:	NMWTRA Tree Works Framework 2020
Document Title:	NEC4 ECC Main Option E Contract Data
Project Title:	<Insert Project Title>
Report Reference:	<Insert Document Reference>

Issue Record

Rev	Status	Author(s)	Reviewed by	Approved by	Office of Origin	Issue Date

Amendment Record

Rev	Status	Amendment(s)

NMWTRA Tree Works Framework Contract 2020	Document ref: CT12-1214-01-4
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Form of Agreement						
This agreement is made on the						
		Day of		20		between
<Project Ref>		<Project title>				
<ul style="list-style-type: none"> Gwynedd Council <amend if Client is LA> 					(the Client) and	
<ul style="list-style-type: none"> <Contractor> 					(The Consultant)	
The Client and Contractor shall act as stated in the documents forming this agreement which are:						
<ul style="list-style-type: none"> NEC4 ECC Contract Data Part one 						
<ul style="list-style-type: none"> NEC4 ECC Contract Data Part two, and 						
<ul style="list-style-type: none"> The documents identified in NEC4 ECC Contract Data 						
Executed by the Client						
	<Project Sponsor>					(name)
	<signature>					(signature)
	<date>					Date
Executed by the Contractor						
						(name)
						(signature)
						Date

NEC4 ECC Contract Data

Contract Data

PART ONE – DATA PROVIDED BY THE CLIENT

1 General

The <i>conditions of contract</i> are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract (June 2017)	
Main Option	E
Option for resolving and avoiding disputes	W2
Secondary Options	X2, X7 and X20
The works are	<project title>
The Client is <amend Client below for LA contracts>	
Name:	Gwynedd Council
Address for communications	North Wales Traffic Management Centre, Ffordd Sam Pari, Morfa, Conwy LL32 8HH
Address for electronic communications	markjones@nmwtra.org.uk
The <i>Project Manager</i> is	
Name	<insert name>
Address for communications	<insert address>
Address for electronic communications	<insert e-mail address>
The <i>Supervisor</i> is	
Name	<insert name>
Address for communications	<insert address>
Address for electronic communications	<insert e-mail address>
The Scope is in	<list documents>
The Site Information is in	<list documents>
The <i>boundaries of the site</i> are	<insert>
The <i>language of this contract</i> is	English

	The <i>law of the contract</i> is the law of	England and Wales, subject to the jurisdiction of the courts of England and Wales.		
	The <i>period for reply</i> is	<eg, 2 wks>	Except that	
	<ul style="list-style-type: none">The <i>period for reply</i> for	<list requirement>	is	<Time period>
	<ul style="list-style-type: none">The <i>period for reply</i> for	<list requirement>	is	<Time period>
	The following matters will be included in the Early Warning Register			
	<insert risks which the supplier should include in the Early Warning Register>			
	Early Warning meetings are to be held at intervals no longer than		<eg, 2 wks>	
2 The Contractor’s main responsibilities				
If the <i>Client</i> has identified work which is set to meet a stated <i>condition</i> by a <i>key date</i>	The <i>key dates</i> and <i>conditions</i> to be met are			
		<i>condition</i> to be met	<i>key date</i>	
	(1)	<include site specific condition if required>	<include key date>	
	(2)	<include site specific condition if required>	<include key date>	
	(3)	<include site specific condition if required>	<include key date>	
	The <i>Contractor</i> prepares forecasts of the Defined Cost for the whole of the <i>works</i> at intervals no longer than		<insert period (no longer than 5 weeks)>	
3 Time				
	The <i>starting date</i> is		<insert starting date>	
	The <i>access dates</i> are			
		part of the Site	date	
	(1)	<insert>	<insert>	
	(2)	<insert>	<insert>	
	(3)	<insert>	<insert>	
	The <i>Contractor</i> submits revised programmes at intervals no longer than		<insert period (no longer than 5 weeks)>	
	If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>works</i>	The <i>completion date</i> for the whole of the <i>works</i> is		<Insert date ALL works within the Scope is to be completed by>

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Taking over the works before the Completion Date	The Client is / is not willing to take over the works before the Completion Date (Delete as applicable)		
If no programme is identified in part two of the Contract Data	The period after the Contract Date within which the Contractor is to submit a first programme for acceptance is	<eg, 2 wks>	
4 Quality management			
	The period after the Contract Date within which the Contractor is to submit a quality policy statement and quality plan is	<SM to determine need, insert not required if none>	
	The period between Completion of the whole of the works and the defects date is	52 weeks	
	The defect correction period is	<insert>	except that
	• The defect correction period for	<insert>	is <insert>
	• The defect correction period for	<insert>	is <insert>
5 Payment			
	The currency of this contract is the	Pounds Sterling (£).	
	The assessment interval is	One calendar month.	
	The interest rate is	2	% per annum (not less than 2) above the
	base rate of the	Bank of England	bank.
	The period within which payments are made is	3 weeks	

6 Compensation Events

	The place where weather is to be recorded is		<insert nearest> http://www.metoffice.gov.uk/climate/uk/networks/
	The <i>weather measurements</i> to be recorded for each calendar month are		
	<ul style="list-style-type: none">• The cumulative rainfall (mm)• The number of days with rainfall more than 5mm• The number of days with minimum air temperature less than 0 degrees Celsius• The number of days with snow lying at		
		<insert>	Hours GMT
	And these measurements:		
	<insert as appropriate, for eg. number of days with wind speed exceeding 25 knots for more than 2 hours>		
	The <i>weather measurements</i> are supplied by		the <i>Client</i>
	The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at		<insert nearest>
	And which are available from		the <i>Client</i>
Where no recorded data are available	Assumed values for the ten year weather return <i>weather data</i> for each <i>weather measurement</i> for each calendar month are		
	n/a		
	The <i>value engineering percentage</i> is 50%, unless another percentage is stated here, in which case it is		%
If there are additional compensation events	These are additional compensation events		
	None		

8 Liability and insurance

	The minimum amount of cover and the periods for which the <i>Contractor</i> maintains insurance are		
	EVENT	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OF THE WHOLE OF THE <i>SERVICE</i> OR TERMINATION
	The <i>Contractor's</i> failure to use skill and care normally used by professionals providing services similar to the <i>works</i>	£5,000,000 In respect to each claim, without limit to the number of claims	12 years
	Loss or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i> Providing the <i>works</i>)	£10,000,000 In respect to each claim, without limit to the number of claims	12 years
	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 the contract	£10,000,000 In respect to each claim, without limit to the number of claims	12 years
	The Contractor's total liability to the Client for all matters arising under or in connection with the contract, other than the excluded matters is limited to		£10,000,000
Resolving and avoiding disputes			
	The <i>tribunal</i> is	Arbitration	
If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	the latest version of the Institution of Civil Engineers Arbitration Procedure	
	The place where arbitration is to be held is	to be agreed by all parties	
	The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the <i>arbitration procedure</i> does not state who selects an arbitrator is:		
	the Institution of Civil Engineers Arbitration		

The <i>Senior Representatives</i> of the <i>Client</i> are	
Name (1)	Mark Jones
Address for communications	North Wales Traffic Management Centre, Ffordd Sam Pari, Morfa, Conwy LL32 8HH
Address for electronic communications	markjones@nmwtra.org.uk
Name (2)	<insert name> <line manager?>
Address for communications	<insert address>
Address for electronic communications	<insert e-mail address>
The <i>Adjudicator</i> is	The parties to select and agree the <i>Adjudicator</i> if and when a dispute arises
Address for communications	As above
Address for electronic communications	As above
The <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers.

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Secondary Option Clauses			
X2: Changes in the law			
	The <i>law of the project</i> is	England and Wales, subject to the jurisdiction of the courts of England and Wales	
X7: Delay damages			
	Delay damages for completion of the whole of the <i>works</i>	<Insert delay damages rate or £0 if none>	per day
	Delay damages for each <i>section</i> of the <i>works</i> are		
	<i>section</i>	<i>description</i>	<i>amount per day</i>
	(1)		
	(2)		
	(3)		
	(4)		
	The delay damages for the remainder of the <i>works</i> are		
X20: Key Performance Indicators			
	The <i>incentive schedule</i> for Key Performance Indicators is in	<Insert>	
	A report of performance against each Key Performance Indicator is provided at intervals of	<Insert>	months
Z: Additional conditions of contract			
	The <i>additional conditions of contract</i> are		
	Z1:		
	<Insert as necessary> <seek advice from Commercial team as necessary>		

PART TWO – DATA PROVIDED BY THE CONTRACTOR**1 General**

	The <i>Contractor</i> is		
	Name		
	Address for communications		
	Address for electronic communications		
	The <i>fee percentage</i> is	As per Framework Prices	%
	The <i>key persons</i> are		
	Name (1)		
	Job		
	Responsibilities		
	Qualifications		
	Experience		
	Name (2)		
	Job		
	Responsibilities		
	Qualifications		
	Experience		
	The following matters will be included in the Early Warning Register		

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2 The Contractor's main responsibilities		
If the <i>Contractor</i> is to provide Scope	The Scope provided by the <i>contractor</i> is in	
3 Time		
If a programme is to be identified in the Contract Data	The programme identified in the Contract Data is	
If the <i>Contractor</i> is to decide the <i>completion date</i> for the whole of the <i>Works</i>	The <i>completion date</i> for the whole of the <i>Works</i> is	
Resolving and avoiding disputes		
	The Senior Representatives of the <i>Contractor</i> are	
	Name (1)	
	Address for communications	
	Address for electronic communications	
	Name (2)	
	Address for communications	
	Address for electronic communications	

Data for the Schedule of Cost Components

	The listed items of Equipment purchased for work on the contract, with an on cost charge. are		
	Equipment	time-related on cost charge	Per time period
	The rates for special Equipment are		
	Equipment	rate	
	The rates for Defined Cost of manufacturer and fabrication outside the Working Areas by the <i>Contractor</i> are		
	Category of person	Rate	
	The rates for Defined Cost of design outside the Working Areas are		
	Category of person	Rate	
	The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the <i>works</i> and Equipment done outside the Working Areas are		

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Appendix E

NEC4 ECSC (Short Contract) Form of Agreement and Contract Data



Asiant Cefnffyrdd Gogledd a Chanolbarth Cymru North & Mid Wales Trunk Road Agent

NMWTRA Tree Works Framework Contract 2020

NEC4 ECSC (Short Contract) Form of Agreement and Contract Data

Lot nr: *<Insert Lot No.>*
 Project: *<Insert Project Title>*
 Project ref nr: *<WG Scheme nr / Project nr>*
 Date: *<Month / year>*



NMWTRA Tree Works Framework Contract 2020	Document ref: CT12-1214-01-4
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Document Control Sheet

Contract reference:	NMWTRA Tree Works Framework Contract 2020
Document Title:	NEC4 ECSC (Short Contract) Form of Agreement and Contract Data
Project Title:	<Insert Project Title>
Document Ref:	<Insert Document Reference>

Issue Record

Rev	Status	Author(s)	Reviewed by	Approved by	Office of Origin	Issue Date

Amendment Record

Rev	Status	Amendment(s)

NMWTRA Tree Works Framework Contract 2020	Document ref: CT12-1214-01-4
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Form of Agreement

This agreement is made on the Day of 20 between

<Project Ref>

<Project title>

- **Gwynedd Council** <amend if Client is LA>

(the *Client*) and

- <Contractor>

(The *Contractor*)

The *Client* and *Contractor* shall act as stated in the documents forming this agreement which are:

- NEC4 ECSC Contract Data Part one
- NEC4 ECSC Contract Data Part two, and
- The documents identified in NEC4 ECSC Contract Data

Executed by the *Client*

<Project Sponsor>

(name)

<signature>

(signature)

<date>

Date

Executed by the *Contractor*

(name)

(signature)

Date

NEC4 ECSC (Short Contract) Contract Data

Short Contract	
A contract between	<p><amend below for LA contracts> Gwynedd Council Council Offices, Caernarfon Gwynedd LL55 1SH</p>
And	<p><insert Contractor name and address></p>
For	<p><project title></p>
	<p>Contract Forms Contract Data The <i>Consultant's</i> Offer and <i>Client's</i> Acceptance Price List Scope Site Information</p>

Contract Data

The *Client's* Contract Data

The *Client* is

Name **Gwynedd Council** <amend below for LA contracts>

Address for Communications <Client rep address>

Address for electronic Communications <Client Email address >

The *works* are <project title>

The *site* is <insert>

The *starting date* is <insert date>

The *completion date* is <insert date>

The *delay damages* are <insert> per day

The *period for reply* is **2** weeks

The *defects date* is <insert weeks> weeks after Completion

The *defect correction period* is <insert weeks> weeks

The *assessment day* is the <insert date> of each month

The *retention* is <NIL or amend> %

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) **does / does not** apply
(delete as applicable)

The *Adjudicator* is

Name **The parties to select and agree the *Adjudicator* if and when a dispute arises**

Address for communications **As above**

Address for electronic communications **As above**

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 Contractor to the Client for loss of or damage to the Client's property is limited to

<None unless otherwise stated>

The *Client* provided this insurance

<None unless otherwise stated>

The minimum amount of cover for the third insurance stated in the Insurance Table is, for any one event

£10,000,000 (£Ten million)

The minimum amount of cover for the fourth insurance stated in the Insurance Table is, for any one event

£5,000,000 (£Five million)

The *Adjudicator nominating body* is

The Institute of Civil Engineers

The *tribunal* is

Arbitration

If the *tribunal* is arbitration, the arbitration procedure is

the latest version of the Institution of Civil Engineers Arbitration Procedure of any amendment or modification to it in force when the arbitrator is appointed

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

<only enter details here if additional conditions are required>

Contract Data

The Contractor's Contract Data

The Contractor is

Name

Address for communications

Address for electronic
communications

The fee percentage is

As per NMWTRA Tree Works Framework Contract 2020 Prices

The people rates are

category of person

unit

rate

The Prices in the Framework Price List, and

The published list of Equipment
is

The Prices in the Framework Price List

The percentage for adjustment
for Equipment is

The Prices in the Framework Price List

% (state plus or minus)

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

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

Signed on behalf of the *Client*

Name

Position

Signature

Date

Price List

Entries in the First four columns in this Price List are made either by the *Client* or the Tenderer.

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	RATE	PRICE
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					

The total of the Prices

The method and rules used to compile the Price List are

As per the Framework Prices in the NMWTRA Tree Works Framework Contract 2020

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Contractor* will interpret it differently from the client's intentions.

Information provided by the *Contractor* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with the other parts of the 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.>

2 Drawings

List the drawings that apply to the contract

DRAWING NUMBER	REVISION	TITLE

Scope

3 Specification

List the specifications which apply to the contract

TITLE	DATE OR REVISION	TICK IF PUBLICLY AVAILABLE

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*>

Scope

5 Requirements of the programme

<State if a programme is required, 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)>

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

Site Information

<Give information about the site such as the ground conditions and any other information which is likely to affect the *Contractor's* work such as the position of adjacent structures.>

Appendix F

Framework Supplier Performance Scoresheet - Page 1 - Client Assessment of Supplier

Framework Supplier Performance Scoresheet

To be completed by the Client (PA / NMWTRA)



Asiant Cefnffyrdd Gogledd a Chanolbarth Cymru
North & Mid Wales Trunk Road Agent

Framework:	NMWTRA Tree Works Framework Contract 2020
Client:	
Supplier:	
Scheme/ref:	

Using a scoring range of 1 - 4, rate the Supplier's performance based on the below indicators

4	Outstanding
3	Good/Satisfactory
2	Room for Improvement
1	Unacceptable
N/A	Not Applicable

Ref.	Performance Indicator	Score	Comment (if applicable)
1	Client Satisfaction - Service (Reliability of programming / estimating / forecasting, supply chain management, communication, environmental & sustainability performance, creativity & innovation, production of documentation)		
2	Safety (Training, health & safety audits, site security, CDM risk management, adequacy of traffic management, CSCS registration, safety considerations in specifying products)		
3	Client Satisfaction - Product (Changes in programming and target cost, changes in the product provided, whole life value for money)		
4	Predictability - Cost (Reliability of estimated cost)		
5	Defects (Measure of impact on the client of defects at the point of handover)		
6	Predictability - Time (Reliability of the estimated time to complete)		

Additional comments: (continue overleaf)

Scorer:		Date:	
---------	--	-------	--

Appendix G

Framework Supplier Performance Scoresheet - Page 2 - Supplier Assessment of Client

Framework Supplier Performance Scoresheet

To be completed by the Supplier



Asiant Cefnffyrdd Gogledd a Chanolbarth Cymru
North & Mid Wales Trunk Road Agent

Framework:	NMWTRA Tree Works Framework Contract 2020
Client:	
Supplier:	
Scheme/ref:	

Using a scoring range of 1 - 4, rate the PA / NMWTRA's performance based on the below indicators.

- 4** Outstanding
- 3** Good/Satisfactory
- 2** Room for Improvement
- 1** Unacceptable
- N/A** Not Applicable

Ref.	Performance Indicator	Score	Comment (if applicable)
1	Quality of Commissioning / Contract Documentation		
2	Speed of Response to Queries		
3	Quality of Project Management / Direction		
4	Timeliness of Payment		
5	Overall Service Received		

Additional comments: (continue overleaf)

Scorer:		Date:	
---------	--	-------	--