

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	AOC Holdings Ltd
For	Archaeological investigations on 2 sites in the Kennet Valley
	Contract Forms - Contract Data - The <i>Contractor's</i> Offer and <i>Client's</i> Acceptance - Price List - Scope - Site Information

Contract Data

The *Client's* Contract Data

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Red Kite House, Howberry Park, Wallingford, OX108BD	
Address for electronic communications	<div></div>	
The <i>works</i> are	Archaeological investigations associated with 2 proposed river restoration sites in the Kennet Valley	
The <i>site</i> is	River Lambourn at Bagnor Estate SU4352670064 River Kennet at 'The Wilderness', Kintbury SU3884367346	
The <i>starting date</i> is	01/05/2024	
The <i>completion date</i> is	30/06/2024	
The <i>delay damages</i> are	Nil	Per day
The <i>period</i> for reply is	2	weeks
The <i>defects date</i> is	52	weeks after Completion
The <i>defects correction period</i> is	4	weeks
The <i>assessment day</i> is	the last working day	of each month
The <i>retention</i> is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) 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 Institution of Civil Engineers to appoint an <i>Adjudicator</i> . The application to the Institution includes a copy of this		

definition of the *Adjudicator*. The referring Party pays the administrative charge made by the Institution. The person appointed is also *Adjudicator* for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	0.5	% per complete week of delay.
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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 <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	£100,000
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	The replacement cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	The replacement cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the <i>works</i> , Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Works	Minimum £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 <i>Contractor</i> arising out of and in the course of their employment in connection with this contract	The amount required by the applicable law	
Failure of the <i>Contractor</i> to use the skill and care normally used by professionals providing works similar to the works	Minimum Nil . in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the works or earlier termination

The <i>Adjudicator</i> nominating body is	The Institution of Civil Engineers
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The <i>tribunal</i> is	litigation in the courts
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The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 and the following additional conditions	
Only enter details here if additional conditions are required.	
Z1.0	Sub-contracting
Z1.1	The <i>Contractor</i> submits the name of each proposed subcontractor to the <i>Client</i> for acceptance. A reason for not accepting the subcontractor is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Client</i> has accepted them.
Z1.2	Payment to subcontractors and suppliers will be no more than 30 days from receipt of invoice.
Z2.0	Environment Agency as a regulatory authority
Z2.1	The Environment Agency's position as a regulatory authority and as <i>Client</i> under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other.
Z2.2	Where statutory consents must be obtained from the Environment Agency in its capacity as a regulatory authority, the <i>Contractor</i> is responsible for obtaining these and paying fees (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 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 <i>works</i> are affected by any one of the following events <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 sub-contractors • 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
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.

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	AOC Holdings Ltd	
Address for communications	Edgefield Industrial Estate, Loanhead, Midlothian, EH20 9SY	
Address for electronic communications	<div></div>	
The fee percentage is	<div></div>	%
The people rates are		
For the avoidance of doubt note these rates are inclusive of fee percentage		
category of person	unit	rate
Geoarchaeological Fieldwork Rates		
Project Manager - Geoarchaeology	Day	<div></div>
Project Manager - Geoarchaeology	Hour	
Supervisor - Geoarchaeology	Day	
Supervisor - Geoarchaeology	Hour	
Geomatics Officer (c. 0.5 day per week)	Day	
Geomatics Officer	Hour	
Supervisor – Geoarchaeology (travel vehicle fuel, per person)	Day	
3 Tonne Dumper	Day	
3 Tonne Dumper Mobilisation	Item	
1-2 Drilling Rig (tracked/modular)	Day	
1-2 Drilling Rig (tracked/modular) Mobilisation	Item	
Rubber matting	TBC	
Welfare Van	Week	
Welfare Van (mobilisation)	Item	
Core storage, 3 years for up to 50no 1m cores	Item	

Fencing (6 Panels per week)	Week		
Geoarchaeological Reporting Rates			
Project Manager - Geoarchaeology	Day		
Project Manager - Geoarchaeology	Hour		
Project Officer - Geoarchaeology	Day		
Project Officer - Geoarchaeology	Hour		
Geoarchaeological/palaeoenvironmental assessment of one representative sequence (eg 12x pollen, 12x ostracod, 12x diatoms, insect/paraffin samples, plant macrofossils to ID material for radiocarbon dates, and possible provision for OSL dating)	Item		
Archaeological Fieldwork Rates			
Project Manager - Fieldwork	Day		
Project Manager - Fieldwork	Hour		
Project Officer	Day		
Project Officer	Hour		
Archaeologist	Day		
Archaeologist	Hour		
Geomatics Officer (1 day per week)	Day		
Geomatics Officer	Hour		
3 Tonne Excavator (Bio Fuel)	Day		
5 Tonne Excavator (Bio Fuel)	Day		
8 Tonne Excavator (BioFuel)	Day		
Plant movement	Day		
Pump	Day		
Rubber matting	TBC		
Welfare Van	Week		
Welfare Van (mobilisation)	Item		
Fencing (6 Panels per week)	Week		
Archaeological Reporting Rates			
Environmental/Finds Processor	Day		
Environmental/Finds Processor	Hour		
Finds Officer	Day		
Finds Officer	Hour		
Flint Specialist	Day		
Flint Specialist	Hour		

Metalwork Specialist	Day	
Metalwork Specialist	Hour	
Ceramics/CBM/Fired Clay Specialist	Day	
Ceramics/CBM/Fired Clay Specialist	Hour	
Pollen Specialist	Day	
Pollen Specialist	Hour	
Osteoarchaeologist	Day	
Osteoarchaeologist	Hour	
Illustrator	Day	
Illustrator	Hour	
PX Project Manager	Day	
PX Project Manager	Hour	
Animal Bone Specialist	Day	
Animal Bone Specialist	Hour	
Plant Macrofossil Specialist	Day	
Plant Macrofossil Specialist	Hour	
Prehistoric Pottery Specialist	Day	
Prehistoric Pottery Specialist	Hour	
Romano-British Pottery Specialist	Day	
Romano-British Pottery Specialist	Hour	
Post-Roman Pottery Specialist	Day	
Post-Roman Pottery Specialist	Hour	
Glass Specialist	Day	
Glass Specialist	Hour	
Conservator	Day	
Conservator	Hour	
Metallurgical Waste Specialist	Day	
Metallurgical Waste Specialist	Hour	
Dendrochronology Specialist	Day	
Dendrochronology Specialist	Hour	
Public Outreach/Community Archaeology Specialist	Day	
Public Outreach/Community Archaeology Specialist	Hour	
Archiving Specialist	Day	
Archiving Specialist	Hour	
The published list of Equipment is		

The *percentage for adjustment for Equipment* is

██████ The published list of Equipment is the list published by CECA of the Schedules of Dayworks carried out incidental to Contract Works and the edition is the edition current at the subcontract starting date

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



Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name



Position



Signature



Date

2024-04-23

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

Signed on behalf of the *Client*

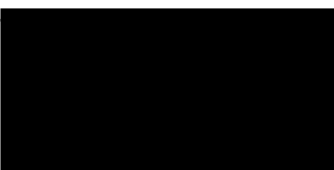
Name



Position



Signature



Date	

Price List

Item Number	Description	Unit	Quantity	Rate	Price
Phase 1					
	Lamburn				
1	Produce a desk based Archaeological Appraisal				
	Desk-based Research				
	Walkover Survey and Archive Visit				
	Wider geoarchaeological context research and comment				
	Reporting				
	Project Management (inc. client and consultee liaison and H&S requirements)				
	Total	Sum	1		
2	Produce an archaeological Written Scheme of Investigation (WSI)	Sum	1		
	Kennet				
3	Produce a desk based Archaeological Appraisal				
	Desk-based Research				
	Walkover Survey and Archive Visit				
	Wider geoarchaeological context research and comment				
	Reporting				
	Project Management (inc. client and consultee liaison and H&S requirements)				
	Total	Sum	1		
4	Produce an archaeological Written Scheme of Investigation (WSI)	Sum			
The total of the Prices					£
Phase 2					
Phase 2 (please note this item will be excluded from the total of the Prices, and may be instructed at the Client's discretion). Additionally, these sums are currently indicative and can be refined once Phase 1 is complete.					
	Lamburn				

5	Geoarchaeological Fieldwork (up to 10 boreholes to 4-8m BGL over 2 days, with borehole rig and tracked dumper for access)	Sum	1	
6	Geoarchaeological Reporting (including deposit model)	Sum	1	
7	Archaeological Fieldwork (7 trenches 5 day programme)	Sum	1	
8	Archaeological Reporting	Sum	1	
	Kennet			
9	Geoarchaeological Fieldwork (up to 10 boreholes to 4-8m BGL over 2 days, with borehole rig and tracked dumper for access)	Sum	1	
10	Geoarchaeological Reporting (including deposit model)	Sum	1	
11	Archaeological Fieldwork (4 trenches 3 day programme)	Sum	1	
12	Archaeological Reporting	Sum	1	
The total of the Prices				£

The method and rules used to compile the Price List are

Civil Engineering Standard Method of Measurement 4th edition (CESMM4)

Scope

1. Description of the *works*

Phase 1

The *Client* has proposals to restore both river and floodplain habitats at 2 sites in the Kennet Valley:

1. The Lambourn at Bagnor Estate near Newbury
2. The Kennet at The Wilderness near Kintbury. Location maps attached.

At both sites there will be excavations within the floodplain: On the Lambourn at the Bagnor Estate the excavations are necessary to source historic river gravels for use within the channel; and on the Kennet at The

Wilderness *Client* will be excavating both for gravels and for realignment of the channel. Outline plans of both sites are included in Appendix A which show the proposed extent and depth of floodplain excavations. Depths of excavations or soil types are not finalised. It should be assumed at this point that soil types are seasonally wet loam over gravel, with some peats possible.

The following assumptions should also be used in terms of the area of proposed excavations:

- 21000 m² of floodplain at Bagnor Estate on the Lambourn, and
- 11,000 m² of floodplain The Wilderness on the Kennet.
- The proposed excavations will not exceed 1.5m deep and are designed to access the fluvial gravel deposits.

For each site the *Contractor* shall provide the following separately priced elements:

The *Contractor* shall deliver a desk based Archaeological Appraisal of each site using HER data (1km study area) and other main data sources (e.g. Lidar, aerial mapping).

Historic environment baseline shall include an assessment of the potential for geoarchaeology; palaeo-[buried]-landscapes, palaeo-environmental deposits and palaeo-archaeology.

The *Contractor* shall provide an archaeological Written Scheme of Investigation (WSI) for archaeological field evaluation, which shall include:

- Clear demonstration of a collaborative approach to defining the methodology between the *Client's* project team, EA's National Environmental Assessment Service (NEAS) – Paul Riccoboni, and Sarah Orr (Local planning authority – (LPA));
- The WSI shall be commensurate with the Environment Agency Minimum Technical Requirements (MTRs), West Berkshire Council requirements and the Chartered Institute for Archaeologists (CIfA) standards and guidance;
- The archaeological designer shall check appropriate access exists for heavy plant, ensure all field work is compliant with the EA document 'Safety, Health, Environment and Wellbeing (SHEW) code of practice (2023) and will provide a Designers Risk Assessment, Buildability Statement, and Construction Phase plan as appropriate.
- A meeting shall be set up with the NEAS archaeologist to discuss the proposals before the WSI is finalised;
- The *Contractor* shall report on any assumptions, limitations and uncertainties.

Phase 2

The *Client* may instruct the *Contractor* to complete Phase 2 (the field work element). At this point Phase 2 will become a *Client* instruction and will be added to the contract as a Compensation Event.

The field work element shall cover the on site archaeological investigations in relation to the proposed areas of excavations at both sites:

- 21000 m² of floodplain at Bagnor Estate on the Lambourn, and
- 11,000 m² of floodplain The Wilderness on the Kennet.
- The proposed excavations shall not exceed 1.5m deep and are designed to access the fluvial gravel deposits
- Some peat will be present, but most soils are seasonally wet loam

As part of the field work element, the *Contractor* shall also allow for the following:

- Mobilisation costs

- Demobilisation costs

The Health and Safety of the investigation site will be paramount. The contractor will be expected to provide the appropriate level of documentation prior to mobilisation. This shall include:

- Designers Risk Assessment
- Buildability Statement
- Construction Phase Plan (Risk assessment and Method statements)
- Production of Health and Safety File

Deliverables for both sites to include:

Appropriate level of H&S documentation in line with the EA SHEW CoP

Identification and proposed mitigation of Environmental Sensitivities

Field work programmes Final report for each site.

2. Drawings

Drawing Number	Revision	Title
		23-10-11_PR14577_208_BL_Kennet Benham Estate Wilderness Restoration Phase 1_EA Outline Proposed Plan View V2 (3)
		PR14515_104_JST_Lambourn CWBL - Aylott Wetlands - Photographic adaptation reduced scope
		PR14516_102_JRS - Lambourn CWBL - Moore Bridge _ Winery - Proposed Plan View V2

3. Specifications

Title	Date or Revision	Tick if publicly available
LIT 65150 - MTRs Env't & Sustainability	30/3/23	
LIT 16559 - SHEW CoP	20/1/23	

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

This work will be delivered to the standards of the Environment Agency Safety, Health, Environment and Wellbeing Code of Practice (SHEW COP)

The work is close to multiple sites of Special Scientific Interest and Special Area of Conservation – impact on these receptors and other environmental receptors needs to be considered

Kennet and Lambourn are both designated wildlife sites – Lambourn is a Special Area of Conservation (SAC), Kennet is a Site of Special Scientific Interest (SSSI). Working in close proximity to the river should be minimised.

Working times

The *Contractor* will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)

5. Requirements for the programme

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shall submit an updated programme to the *Client* on a monthly basis.

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

Item	Date by which it will be provided
<i>Client</i> will provide access for site visits	
<i>Client</i> will provide access for on site investigations	
<i>Client</i> will provide all Service Search information prior to any intrusive ground works	

Site Information

bagnor Estate-archaeology

Kennet valley sites_archaeology

Location map_Wilderness archaeology

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
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1.	Geotechnical Engineering Ltd Centurion House, Olympus Park, Quedgeley, Gloucester GL2 4NF Form of Contract: Unit price	Borehole drilling plant and services
2.	Flannery Plant Hire (Oval) Ltd, Flannery House, Third Way, Wembley, Middlesex, HA9 0RZ Form of Contract: Unit price	Excavator plant and drivers
3.	Nixon Hire Bedford Amphill Industrial Estate Station Road, Amphill Bedford , MK45 2FN Form of Contract: Unit price	Welfare
4.	Reading Plant & Tools 11 Bennet Road, Reading, RG20QZ Form of Contract: Unit price	Fencing