



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V1 (as per bidder pack)	Go live template (this document)

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Amco Giffen Ltd
For	Access Maintenance West Sedgemoor Main Drain
	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	Rivers House, Environment Agency, East Quay, Bridgwater, Somerset, TA6 4YS	
Address for electronic communications	<div></div>	
The <i>works</i> are	Access Maintenance West Sedgemoor Main Drain	
The <i>site</i> is	[West Sedgemoor Main Drain]	
The <i>starting date</i> is	10 th April 2025	
The <i>completion date</i> is	31 st March 2026	
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 <i>Adjudicator</i> . The referring Party pays the administrative charge made by the Institution. The person appointed is also <i>Adjudicator</i> for later disputes.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	0.5%	% per complete week of delay.
Insert a rate only if a rate less than 0.5% per week of delay has been agreed.		
For any one event, the liability of the <i>Contractor</i> to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	The Contract Price	
The <i>Client</i> provides this insurance	None	
Insurance Table		
Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	Replacement Cost	The <i>Client's</i> certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The <i>Contractor's</i> liability for loss of or damage to property (except the works, Plant and Materials and Equipment) and for bodily injury to or death of a person (not an employee of the <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 Contract Price 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 nominating body</i> is	The Institution of Civil Engineers	
The <i>tribunal</i> is	litigation in the courts	
The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) 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 <i>subcontractor</i> to the <i>Client</i> for acceptance. A reason for not accepting the <i>subcontractor</i> is that their appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed <i>subcontractor</i> until the <i>Client</i> has accepted them.	
Z1.2	Payment to <i>subcontractors</i> and suppliers will be no more than 30 days from receipt of correct 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	<p>The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <ul style="list-style-type: none"> • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-<i>contractors</i> • Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel • Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device • Natural disaster • Fire and explosion • Impact by aircraft or other device or thing dropped from them
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	<p>Delete the text of Clause 92.3 and replace with:</p> <p>If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.</p>
Z10.0	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.
Z110	<p>Inflation</p> <p>At the Contract Date the total of the Prices does not include a sum to cover inflation.</p> <p>The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments.</p> <p>The number of Price Adjustments shall be equal to:</p> <p>The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</p> <p>The proportion of Price Adjustment shall be equal to:</p> <p>The total of the Prices at the Contract Date / The number of Price Adjustments</p> <p>Each time the amount due is assessed, the Price Adjustment shall be:</p>

	<p>The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate]</p> <p>The Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate shall be the value determined by the Office of National Statistics for the applicable month of the amount due assessment</p> <p>Provided always that the fixed number of Price Adjustments has NOT been exceeded.</p> <p>The Price Adjustment adjusts the total of the Prices.</p> <p>If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.</p>
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Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Amalgamated Construction Ltd	
Address for communications	Whaley Road, Barugh, Barnsley, South Yorkshire, S75 1HT	
Address for electronic communications	[REDACTED]	
The people rates are	As per framework agreement.	%
category of person	As per framework agreement.	
As per framework agreement.	As per framework agreement.	As per framework agreement.
The published list of Equipment is	CECA April 2022 2 nd Edition.	
The percentage for adjustment for Equipment is	0%	
The people rates are	As per framework agreement.	

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	£188,656.04
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	Enter the total of the Prices from the Price List.
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Signed on behalf of the *Contractor*

Name	
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Position	Managing Director
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Signature	
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Date	03.04.25
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
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Position	Programme Executive
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Signature	
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	Date	17/04/2025

Price List

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

If the *Contractor* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price Column only: the Unit, Quantity and rate columns being left blank.

If the *Contractor* is to be paid an amount for the item of work which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.

Item Number	Description	Unit	Quantity	
1.0	Design	Item	1	
2.0	Programme updates and attendance of Client meetings (assume 1 per month)	Item	1	
3.0	Ecology PEA and water vole survey	Item	1	
4.0	Strimming (6nr visits)	Each	6	
5.0	Construction Phase Support	Item	1	
6.0	Construction			
6.1	Supply of welfare(weeks)	Each	4	
6.2	Gateway 1	Item	1	
6.3	Gateway 2	Item	1	
6.4	Gateway 3	Item	1	
6.5	Gateway 4	Item	1	
6.6	Gateway 5	Item	1	
6.7	Rock Armour works	Item	1	
6.8	Supply of geotextile	Item	1	
7.0	Combwich Pill Revetment	Item	1	
8.0	Pump House: Flat Roof inspection	Item	1	
9.0	HRA Screening assessment	Item	1	

10.0	Carbon Calculations: Excluded	EXC	EXC	EXC	EXC
The total of the Prices				£ 188,656.04	

The method and rules used to compile the Price List are

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

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* intention.

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.

AMCO Giffen have supported in forming the concept of the West Sedgemoor Main Drain maintenance task whilst working under previous Environment Agency Framework (FOF). It is assumed that no

further tasks are delivered under that contract, and all information formed is transferred to the new AOMR contract.

West Sedgemoor Main Drain Locations 1 to 5 and 'Fishermans Carpark' - Pre-construction Activities:

- 1) It is assumed that AMCO Giffen will be appointed *Principal Contractor* to deliver the task and the task is not notifiable to the HSE.
- 2) The *contractor* shall review pre-existing drawings prepared by 'Clarkbond' and issued by AMCO Giffen. The *contractor* shall adapt the construction drawings accordingly to ensure that ongoing future maintenance routes can be accessed safely to deliver routine tasks such as embankment flailing and weed cutting from the right bank.
- 3) The West Sedgemoor Main Drain sites are within Environmentally sensitive areas. The *contractor* shall complete a 'HRA screening assessment' and 'appendix 3' to secure ascent from Natural England to complete the task. The *contractor* shall complete the necessary ecological survey and form Environmental reports to offer mitigation and safeguards to avoid impacting the environment. This shall include water vole survey and PEA assessment.
- 4) The *contractor* shall carryout activities associated with ecological assessment to remove the environmental impact of the task. Baseline survey completed in 2023 identified that Watervoles were present on a number of locations. (Please note that a different location referencing label has been adopted in the Matt Johns 2023 Report)
- 5) The *Contractor* should consider the ecologist advise in terms of optimum periods for de-vegetation being 15th February to 15th April. The *contractor* shall make provision for no.6 visits to carryout tasks to mitigate the risk of encountering watervoles this is likely to be strimming or as per guidance set out by your ecologist.
- 6) The maintenance task is not within the main river channel and is not impacting the performance of raised defences therefore a FRAP is assumed not to be required.
- 7) The rocks (or similar) required at the Fishermans Carpark are assumed to be approximately 1t and placed at intervals to prevent cars driving/rolling into the river.
- 8) Formation of design phase carbon calculator shall be assumed to be excluded as a deliverable on the maintenance contract, and would be and compensation event if it is deemed necessary to complete
- 9) The *contractor* shall share all pre-construction phase documentation and update reporting to EA *Client* and EA appointed Principal Designer.
- 10) The *contractor* shall use materials that are environmentally inert and pose no risk of environmental contamination or hazard.
- 11) The *contractor* has no requirement to install culvert flaps or stop gates on the installations, all installations should be passive requiring minimal future maintenance, the contract shall assume that all culvert installations use a 300mm diameter pipe.

West Sedgemoor Main Drain Locations - Construction Phase Activities:

- 1) The *contractor* shall complete all temporary works design to enable the task to be safely completed, designs and supporting calculations are required to be shared with an appointed principal designer and the client.
- 2) On instruction from the *Client* the *Contractor* shall mobilise to complete the works as per the design agreed with the *Client*. The *Contractor* shall complete any required ecological safeguarding and conditions set out in the Natural England ascent.
- 3) The *Contractor* shall ensure design support is provided during the construction phase of work to ensure any issues can be resolved efficiently minimising any delay to construction maintenance tasks. The *Contractor* shall specify the design support allowance in the price schedule accordingly.
- 4) The *Contractor* shall provide weekly progress updates detailing location specific photos and a description of

completed tasks.

- 5) The *Contractor* shall form as constructed drawings and any ongoing future maintenance advise or restriction (such as design loading) to pass to Environment Agency Operatives to append to a health and safety file.
- 6) The *contractor* shall assume that no construction phase carbon calculations deliverables are required.

Combwich Pill Revetment Repairs

- 1) The *contractor* shall form a temporary pragmatic repair to Combwich Pill revetment. The contract shall saw cut/scabble/jetwash repair areas as necessary, the repair shall incorporate dowels where possible to ensure longitudinal cracking repairs are robust. The contract shall use Flexcrete Fastfill Concrete Repair Mortar or similar client approved products suitable for the marine environment.
- 2) The *contractor* shall provide photographic record of construction phase including the detail of prepared joint repair and dowel centers prior to repair mortar application.

West Sedgemoor Pumping Station Roof Inspection.

- 1) The *contractor* shall provide an inspection report of the flat roof at West Sedgemoor Pumping Station. The report shall including referenced photographs and a recommended remedial repair for delivery via AOMR framework. Please provide sketch and proposed material annotation as necessary describing both the repair and temporary works necessary to complete the task.

Other pricing details that the contractor shall adhere to:

Framework rates need to be used for all call-off contracts under AOMR.

This contract is priced and awarded in Year 2, based on the Year 1 Framework Pricing Workbook. After the Year 2 Framework Pricing Workbook is issued, a single compensation event is permitted to change the total of the Prices according to the Year 2 Framework Pricing Workbook.

NI insurance increases will be dealt with through the Year 2 Framework Pricing Workbook incorporating both the annual adjustment as per Schedule 6 clause 4.2 and the national insurance increase.

2. Drawings

List the drawings that apply to the contract.		
Drawing Number	Revision	Title
1		Location Drawing 1 to 5. (excel)
2		Location 'Fisherman Carpark (pdf)
3		Maintenance Routes
3. Specifications		
List the specifications which apply to the contract.		
Title	Date or Revision	Tick if publicly available
Environment Agency Blockage Management Guide (Gov.uk)	12/2019	yes
Latest Ciria Guidance: Culvert, screen and outfall manual - New CIRIA guidance	12/2019	yes
Safety, Health, Environment and Welbeing (SHEW LIT 16559)	09/23	no
AOMR Framework Minimum Technical Requirements (sharepoint)	04/24	no
4. Constraints on how the <i>Contractor</i> 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 <i>Client</i> .		
The <i>Contractor</i> shall sign up to flood warnings for the area. If the Main Drain water level exceeds the bank height, then the <i>Contractor</i> shall stop works. This would then be a compensation event.		

Working times The <i>Contractor</i> will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)	
<h2>5. Requirements for the programme</h2>	
State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.	
State what the use of the <i>works</i> is intended to be at their Completion as defined in clause 11.2(1).	
The <i>Contractor</i> submits his programme with the <i>Contractor's</i> Offer for acceptance. The <i>Contractor</i> shows on each programme which they submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:	
(a) Period required for mobilisation/ planning & post contract award (b) starting date (c) Each of the activities listed within the Price List (d) Any key third party interfaces: lead in periods for materials and sub- <i>Contractors</i> ; time required to obtain consents/waste permits; stated constraints; <i>Contractor's</i> risks. (e) Completion date	
<h2>6. Services and other things provided by the <i>Client</i></h2>	
Describe what the <i>Client</i> 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
Estates Support arranging compound area and access accordingly.	15 th April 2025
PD appointment (support).	15 th April 2025

Site Information	
1)	Environment Agency archive information (NFCDD and river level data)
2)	PCI – West Sedgemoor Main Drain Location 1 to 5 and Fishermans carpark.
3)	2023 - West Sedgemoor Main Drain Gateways Water Voles: Baseline and Precautionary Method Statement
4)	'Clarkbond' design drawings in pdf format issued for comment.
5)	Environment Agency Land Ownership (all)
6)	West Sedgemoor PS HSF

Proposed sub-Contractors		
	Name and address of proposed subContractor	Nature and extent of work
1.	Glanville Form of Contract:TBC	Gateway Works & Combwich Pill Revetment
2.	Sands Form of Contract: TBC	Design
3.	Johns Associates Form of Contract: TBC	Ecology

4.	Form of Contract:	
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AMCO GIFFEN

Pricing Document AOMR Framework (South West)
Lot 1 Civil Engineering: Maintain and Construct

EA Reference	Contract Name	Amco Reference
	West Sedgemoor Culvert x 5	

Description of Works

West Sedgemoor Culvert x 5
Includes CE01 Combwich Pill Revetment & CE02 WS Flat Roof Inspection

T1 - People

ITEM REF.	DESCRIPTION	QTY	UNIT	RATE	VALUE
	SITE STAFF				
	Project Manager		Hr		
	Site Agent		Hr		
	Quantity Surveyor		Hr		
	General Foreman		Hr		
	INTERNAL DESIGN STAFF				
	Design Manager		Hr		
	SITE STAFF CE001-Combwich Pill Revetment				
	Project Manager		Hr		
	Site Agent		Hr		
	Quantity Surveyor		Hr		
	General Foreman		Hr		
	ON SITE STAFF CE002-WS Flat Roof Inspection				
	General operative / labourer		Hr		
	SITE STAFF CE002-WS Flat Roof Inspection				
	Project Manager		Hr		
	Site Agent		Hr		
	Quantity Surveyor		Hr		
	General Foreman		Hr		

Subtotal - T1 People

T2 - Equipment List (Day Rate)

ITEM REF.	DESCRIPTION	UNIT	RATE	VALUE
	7) Vehicles (prelim items)			
	7.1) 4x4 landrover vehicle - or similar (short or long wheel base)	Week		
CE02	7.2) Transit van - or similar (short or long wheel base)	Week		
	18) CCTV specific equipment			
	CCTV unit	Day		
	Combination jetting vacuor unit - over 30 tonnes gvw	Day		
	Combination jetting vacuor unit - up to and including 30 tonnes gvw	Day		
	Remote Operated Vehicle unit	Day		
	19) Welfare Accommodation			
	8 seater Vehicle mobile staffroom with welfare facilities	Day		
CE01	Single 6 person Mobile welfare unit.	Day		
CE01	Welfare unit servicing and maintenance (Waste disposal and refresh/ cleaning)	Day		
CE02	Single 6 person Mobile welfare unit.	Day		
CE02	Welfare unit servicing and maintenance (Waste disposal and refresh/ cleaning)	Day		

Subtotal - T2 Equipment List

T3A- Schedule of Work Items

ITEM NO.	DESCRIPTION	QTY	UNIT	RATE	VALUE
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T3b- Schedule of Culvert Works

ITEM REF.	DESCRIPTION	QTY	UNIT	RATE	VALUE
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SUB TOTAL - SITE OVERHEADS

					£0.00
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T4 - Contractor Fee and None Framework Items

ITEM REF.	DESCRIPTION	QTY	UNIT	RATE	VALUE
CE02	Alloy Tower CE002-WS Flat Roof Inspection	1	week		
	Miscellaneous	1	sum		
CE01	Miscellaneous CE001-Combwich Pill Revetment	1	sum		
CE02	Miscellaneous CE002-WS Flat Roof Inspection	1	sum		
	SUB-CONTRACT				
	Security	1	sum		
	Gateway civils works	1	sum		
	Design & drawing production	1	sum		
	HRA- Screening	1	sum		
	Carbon Calcs	1	sum		
	Ecological: PEA & Water Vole Survey	1	sum		
	Ecological: Production of survey report	1	sum		
	Ecological: Method Statement of water voles	1	sum		
	ECOW	1	sum		
	SUB-CONTRACT CE001-Combwich Pill Revetment				
CE01	Glanville	1	sum		
CE01	Glanville	1	sum		

Subtotal - T4 Contractor Fee and None Framework Items

SUMMARY

T1 - People

T2 - Equipment List (Day Rate)

T3A- Schedule of Work Items				<div></div>
T3b - Schedule of Culvert Works				
T4 - None Framework Items				
T4 - Contractor Fee (12%)				
GRAND TOTAL				£188,656.04
Pricing Assumptions to be included in Contract Document:				
1.				
2.				
3.				
4.				
5.				
Prepared by:	Name		Digital Signature & Date	
Reviewed by:	Name		Digital Signature & Date	
Settled by:	Name		Digital Signature & Date	