



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

Asset Operation, Maintenance and Response Framework

Lot 1 Civil Engineering

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Amelio Utilities Ltd
For	KSL Culvert Inspections 2024/25
	Contract Forms <ul style="list-style-type: none">- 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

[illegible]

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The starting date is	25/11/2024	
The completion date is	31/03/2025	
The delay damages are	nil	Per day
The period for reply is	2	weeks
The defects date is	52	weeks after Completion
The defects correction period is	4	weeks
The assessment day is	the last working day	of each month
The retention is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The Adjudicator is :		
<p>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.</p>		

Contract Data

The *Client's* Contract Data

The interest rate on late payment is % 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 *Contractor* to the *Client* for loss of or damage to the *Client's* property is limited to The Contract Price

The *Client* 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 <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 <i>works</i>	Minimum Contract Price in respect of every claim without limit to the number of claims	6 years following Completion of the whole of the <i>works</i> or earlier termination

The *Adjudicator nominating body* is The Institution of Civil Engineers

The *tribunal* is litigation in the courts

The *conditions of contract* are the NEC4 Engineering and Construction Short Contract June 2017 (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 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 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	The <i>Contractor</i> submits the particulars of their design as the Scope requires to the <i>Client</i> for acceptance. A reason for not accepting the <i>Contractor's</i> design is that it does not comply with either the Scope or the applicable law. The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.
Z6.4	The <i>Contractor</i> may submit their design for acceptance in parts if the design of each part can be assessed fully.
Z7.0	Change to Compensation Events
Z7.1	Delete the text of Clause 60.1(11) and replace by: The works are affected by any one of the following events <ul style="list-style-type: none"> • 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
Z8.0	Framework Agreement
Z8.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with:

	If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z12.0	Packaging
Z12.1	For contracts containing packages of projects the <i>Client's</i> Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
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>

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Amelio Utilities (Gloucester) Ltd	
Address for communications	Amelio Utilities [REDACTED]	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
The people rates are		
category of person	unit	rate
The published list of Equipment is		
The percentage for adjustment for Equipment is		

Contract Data

The *Contractor's* Offer and *Client's* Acceptance

The *Contractor* offers to Provide the Works in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is	£45,700
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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	
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Signature	
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Date	15/10/2024
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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	
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Signature	
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Date	26 November 2024
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	<i>Any additional work required at each site will be done with a Compensation Event and costs based on AOMR Framework workbook rates.</i>				
	████████████████████	██			██
	██████████████	██			██
	██████████	█			██
	████████████████████ ██████████████████	████			██
Please note: Please note that each culvert CCTV survey and jetting is priced on a day-rate basis. If additional days are required to complete the jetting and CCTV survey, the quantity will be adjusted accordingly to account for the additional time.					
				The total of the Prices	£45,700

The method and rules used to compile the Price List are
<ul style="list-style-type: none"> Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Pricing Workbook

<h1>Scope</h1>
<p>The Scope should be a complete and precise statement of the <i>Client's</i> requirements. If it is incomplete or imprecise there is a risk that the <i>Contractor</i> will interpret it differently from the <i>Client's</i> intention.</p>
<h2>1. Description of the works</h2>
<p>Give a detailed description of what the <i>Contractor</i> is required to do and of any work the <i>Contractor</i> is to design.</p>
<ul style="list-style-type: none"> The <i>Contractor</i> shall survey the culverts listed above on pp. 3-4 in accordance with <i>Manual of Sewer Condition Classification (5th edition – Mar 14)</i>, the <i>Minimum Technical Requirements</i>, and the <i>Asset Operation, Maintenance and Response Framework : Lot 1 Appendix A1a : Specification Supplementary clauses for culvert works</i>. The <i>Contractor</i> shall assume the role as Designer and Principal Contractor under the CDM Regulations 2015.

- As Designer, the *Contractor* shall produce a Designers Risk Analysis and RAG List to inform the risk management process.
- The *Contractor*, as Principal Contractor, shall provide a CPP to both the *Client* and Principal Designer at least 30 days before works commence on site.
- As Designer, the *Contractor* shall produce temporary works designs as required to facilitate the inspections.
- The *Contractor* shall liaise with Principal Designer.
- The *Contractor* shall provide traffic management, over-pumping and other temporary works as required to facilitate a full inspection of each culvert.
- The *Contractor* shall clean and/or dewater each culvert when required to facilitate a serviceable inspection of each culvert.
- The *Contractor* shall submit a Waste Management Plan in line with the *Minimum Technical Requirements* for the *Client's* approval before works commence.
- The *Contractor* shall classify and dispose of waste materials in line with *Waste Classification : Guidance on the classification and assessment of waste (1st Edition v1.2.GB) : Technical Guidance WM3*.
- The *Contractor* shall advise the *Client* where a Notice of Intended Entry is required at least 30 days before works commence.
- The *Contractor* shall obtain Flood Risk Activity Permits as required. Costs associated with such applications will be managed under a Compensation Event (CE).
- Where silt removal is required to facilitate the inspection, the *Contractor* shall price for 1 tonne. Should the quantity of silt exceed 1 tonne, it will be priced according to the rate contained within the AOMR Framework Workbook. Volume of silt to be confirmed with valid waste transfer notes.
- Survey reports must follow the *Manual of Sewer Condition Classification (5th edition – Mar 14)* reporting protocol.
- In addition to the requirements in the *Asset Operation, Maintenance and Response Framework : Lot 1 Appendix A1a : Specification Supplementary clauses for culvert works*, section 3.8, the *Contractor* shall provide an Executive Summary for each report. A sample report will be provided for reference.
- The *Contractor* shall provide the *Client* with an accurate plan of the culvert, using tracing technologies as required.
- The *Contractor* shall provide the final survey reports within 6 weeks of the inspection.
- For sites where the *Contractor* is not able to undertake the works for reasons that could not have been reasonably foreseen from the information provided, the *Contractor* shall notify a compensation event and submit a quotation limited to ¼ day rate to cover this visit. Where this occurs for sites identified as 'complex', the *Contractor* shall notify a compensation event and submit a quotation to include all costs incurred from the aborted work. For heightened water levels this would also apply but only where they are directly attributable to weather conditions. If the *Contractor* abandons a survey due to unfavorable tides, a compensation event will not be accepted.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
MFR/2800		180 749 Leigh FSA Haysden Culvert drawing

7334/04	B	Pyl Brook Flood Storage – Stayton Road : flood storage area : inlet structure
7334-5/1	B	Pyl Brook Flood Storage – Stayton Road : site plans of flood storage area
7335/05	A	Pyl Brook Flood Storage – Stayton Road : outlet structure from flood storage area

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Manual of Sewer Condition Classification	5th edition – Mar 2014	Yes
Environment Agency Blockage Management Guide (Gov.uk)	25/2/2021	Yes
Culvert, screen and outfall manual (C786F) – free to CIRIA members	Dec 2019	Yes
Waste Classification : Guidance on the classification and assessment of waste : Technical Guidance WM3	Last rev. 28/9/2021	Yes
Minimum Technical Requirements	11/6/2024	No
Asset, Operation, Maintenance and Response Framework : Lot 1 Appendix A1a : Specification Supplementary clauses for culvert works	23/6/2018	No
Safety, Health, Environment and Wellbeing : Code of Practice (SHEW COP)	Sep 2023	No

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*.

The *Contractor* is to prepare for the *Client's* acceptance the Construction Phase Plan (CPP) and the Environmental Action Plan (EAP) prior to starting the programme of works

The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the method statements and risk assessments.

The *Contractor* shall undertake all confined entry in compliance with a Confined Space safe system of work appropriate to the National Category of Confined Space (NC1 to NC4). The *Contractor* will be operating under their own confined space permits for all man-entry work. RAMS should be submitted to the *Client* for approval before work commences.

The *Contractor* should use the Met Office or similar reputable sources to check the weather and tidal conditions at each site before starting work.

The *Contractor* shall ensure that Flood Risk Activity Permits are in place where required. Information can be found here: [Flood risk activities: environmental permits - GOV.UK \(www.gov.uk\)](#)

The *Contractor* shall avoid working during the breeding season of birds and fish, and take into account seasonal adjustment of water levels for agriculture (summer/winter levels) wherever practicable

Culverts may contain fish, eels and bats. Eels and bats are protected under law.

Where pumps are required, the *Contractor* must use fish-friendly pumps, providing details of the pumps to the *Client* for approval at least 10 days before works commence. Details shall include manufacturer and model number.

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

State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.

State what the use of the *works* is intended to be at their Completion as defined in clause 11.2(1).

The *Contractor* submits his programme with the *Contractor's* Offer for acceptance. The *Contractor* shows on each programme which they submit for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:

- (a) Period required for mobilisation/ planning & post contract award
- (b) Starting date
- (c) Each of the activities listed within the Price List
- (d) Any key third party interfaces: lead in periods for materials and sub-contractors; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks.
- (e) Completion date

The programme will be reviewed and updated where necessary by the *Client* and *Contractor* at four-weekly intervals.

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
The <i>Client</i> will serve Notice of Intended Entry upon landowners as required	7 days before works commence
The <i>Client</i> will obtain all necessary assents from Natural England	7 days before works commence

Site Information

KSL 2024 2025 culvert surveys 2024_25 pre-construction information (Excel spreadsheet)

Previous survey reports where available:

[REDACTED]

[REDACTED]

[REDACTED]

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.—	Form of Contract:	
2.—	Form of Contract:	

3.—	Form of Contract:	
4.—	Form of Contract:	