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)
V2	Michael Lake updates X63 *Client* 16/09/24
V3	Updated to include post tender clarifications

NEC4 Engineering and Construction Short Contract

A contract between	**The Environment Agency** **Horizon House** **Deanery Road** **Bristol** **BS1 5AH**
And	Amalgamated Construction Ltd T/A AmcoGiffen
For	**Clevedon Seawall Coastal Revetment Repairs**
	Contract Forms - **Contract Data** - **The *Contractor's* Offer and *Client's* Acceptance** - **Price List** - **Scope** - **Site Information**

Contract Data

The *Client's* Contract Data

	The *Client* is	
Name	Environment Agency	
Address for communications	[redacted]	
Address for electronic communications		
The *works* are	Refurbishment of the coastal revetment Clevedon Seawall near, Kingston Seymour	
The *site* is	Clevedon Seawall, near Kingston Seymour	
The *starting date* is	23rd July 2025	
The *completion date* is	31st March 2026. The parties can agree to extend to 30th September 2026.	
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 : Institution of Civil Engineers
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 *Adjudicator*. 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.
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 *works*	Replacement Cost	The *Client's* certificate of Completion has been issued
Loss of or damage to Equipment, Plant and Materials	Replacement Cost	The defects Certificate has been issued
The *Contractor's* 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 *Contractor*) arising from or in connection with the *Contractor's* 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 *Contractor* 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 *Contractor* 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 *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 *Contractor* submits the name of each proposed sub*contractor* to the *Client* for acceptance. A reason for not accepting the sub*contractor* is that their appointment will not allow the *Contractor* to Provide the Works. The *Contractor* does not appoint a proposed sub*contractor* until the *Client* has accepted them.
Z1.2	Payment to sub*contractor*s 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 *Client* 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 *Contractor* is responsible for obtaining these and paying fees (unless stated otherwise in the Scope). The *Client's* acceptance of a tender and the *Client's* 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 *Client* and is not a compensation event.
Z3.0	Confidentiality & Publicity
Z3.1	The *Contractor* may publicise the works only with the *Client's* 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 *Client* but is not warranted correct. The *Contractor* 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 *Contractor* to ensure the use of skill and care normally used by professionals providing similar design services.
Z6.2	The *Contractor* designs the parts of the works which the Scope states they are to design.

Z6.3	The *Contractor* submits the particulars of their design as the Scope requires to the *Client* for acceptance. A reason for not accepting the *Contractor's* design is that it does not comply with either the Scope or the applicable law. The *Contractor* does not proceed with the relevant work until the *Client* has accepted this design.
Z6.4	The *Contractor* 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 • War, civil war, rebellion revolution, insurrection, military or usurped power • Strikes, riots and civil commotion not confined to the employees of the *Contractor* and sub-*contractor*s • 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 *Contractor* shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the *Client*.
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the *Contractor* 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 N/A on this contract
Z12.1	For contracts containing packages of projects the *Client's* Contract Data, Scope and Site Information particular to an individual project is contained within its Site Specific Pack
Z110	Inflation At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the *starting date* and the Contract Date.

	The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1 – month rate] 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 Provided always that the fixed number of Price Adjustments has NOT been exceeded. The Price Adjustment adjusts the total of the Prices. 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.

Contract Data

The *Contractor's* Contract Data

	The *Contractor* is	
Name	Amalgamated Construction Ltd T/A AmcoGiffen	
Address for communications	[redacted]	
Address for electronic communications		
The *fee* percentage is	As per framework agreement	%
The *people rates* are	As per framework agreement	
category of person	unit	rate
The *published list of Equipment* is		CECA April 2022 2nd Edition
The *percentage for adjustment for Equipment* is		[redacted]

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	£316,078.86
	Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name	[redacted]
Position	
Signature	
Date	23.07.25

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

Signed on behalf of the *Client*

Name	[redacted]
Position	

Signature	[redacted]	
Date		

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	Rate	Price
1	[redacted]				
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					

The total of the Prices					£316,078.86

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.

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.

Scope

1. Description of the *works*

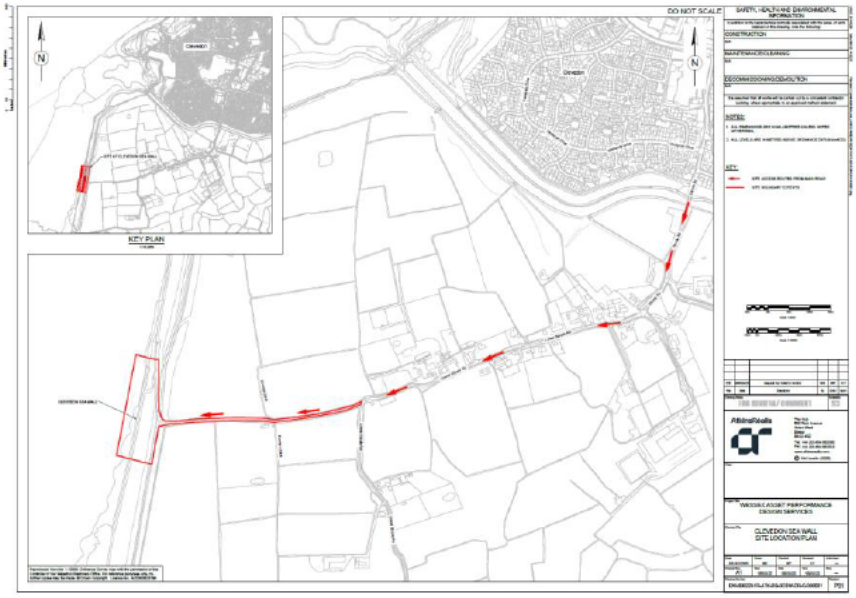
Give a detailed description of what the *Contractor* is required to do and of any work the *Contractor* is to design.

Background:

The site is located between Clevedon and Kingston Seymour in North Somerset. The existing coastal defence is made up of a combination of earth embankments, rock armour and concrete tiled revetments. The defences have been adapted numerous times over the last 100 years within the intertidal zone, the most recent defence transition being from rock armour to a sloped concrete tile revetment. The concrete tile revetments are arranged in linear bays each about 15m long. There are eleven separate bays within the target area that are vulnerable to failure due to the local foreshore dropping to a critical level below the level of the revetment toe beam. The aim of this project is to extend the life of the concrete revetment for at least another 15 years. A design using different sized rock has been formed that will slow the erosion and dissipate the wave energy. The Southern (or Kingston Seymour) end of the revetment benefits from the remains of a 1920 seawall and saltings on the foreshore. The aim is to transition into the Southern saltings without causing any further deterioration. The *Contractor* will also

make localized repairs to individual revetments bays where erosion to the concrete has occurred exposing steel re-enforcement, this is particularly prevalent at the Clevedon end of the revetments. A 24m length of concrete bay repair at the transition end should be assumed, A total overall length of 184m of vulnerable revetment shall also be assumed.

It is suggested that the pre-existing haul route is used to deliver materials to the site, this route however will require some temporary remedial works and protection to ensure operator safety and haul route integrity is maintained.



General Contractor Requirements:

To deliver this task the scope of work shall include:

- The *Contractor* shall attend weekly update meetings, provide construction photos/ progress updates site record to the *Client*, (issued weekly to the *Client*).
- The *Contractor* shall take and make a record of the pre and post-condition of the site, access and foreshore being utilised.
- The *Contractor* shall provide a point of contact (email and telephone number) for the site that can react to instructions in relation to the management of the site provided by a 'Flood Incident duty officer'. Plant and equipment must not be stored within the intertidal zone. The *Client* is not liable for any consequences if it is unable to provide either flood warnings or weather forecasts, or if they prove inaccurate.
- The *Contractor* shall record the actual profile (depth (AOD) , extent and height, rock size used) to inform 'as-built drawings' at 10m intervals and additional sections at both transitions to accurately inform the completed installation (CAD (EA survey specification) and drone).
- The *Contractor* shall co-operate and share all details of construction materials and quantities to help form appended information to the pre-existing health and safety file.
- The *Contractor* shall build on the carbon calculator supplied by the *Client/designer* to complete the carbon assessment. (Environment Agency- ERIC tool) as per AOMR framework agreement (schedule 9 of the deed of agreement).
- The *Contractor* shall sign up for flood warnings and adhere to the advice from the Flood Warning Service for Kingston Seymour.
- The *Contractor* shall check local authority websites for planned work activities and potential disruptions to road access during the construction phase of the project and plan works accordingly.

- The *Contractor* shall employ the best practicable means as defined in the Environment Protection Act 1990 to minimize noise and vibration resulting from the operations and shall have regard for BS 5228-1:2009 Code of Practice for noise and vibration control on construction and open sites.
- The pre-construction activities have included an application for a 'Marine Management Organisation' (MMO) licence to carry out the task based on an assumed risk assessment and method statement. The *Contractor* should therefore assume that no further MMO or Flood Risk Activity Permit updates and communications are required. A compensation event will be instructed if these are required.
- The current haul route passes over Dowlais Ditch which is classified as an ordinary watercourse. The *Contractor* will be required to assess the culvert under the haul route, and the 250m narrow section of the haul road. The *Contractor* will need to develop a suitable strategy to keep deliveries safely on the haul road and avoid damage to the haul road. A 12m section has been identified where the current ditch vertical side wall is too close to the haul road and is at risk of collapse with repeated use. The *Contractor* will be required to form a temporary haul road safeguard solution that will require 'ordinary watercourse consent' from the Internal Drainage Board and permission from a landowner. The *Contractor* shall be responsible for preparing and submitting consents and preparing sketches or drawings to support the application. Additionally, the *Contractor* shall be responsible for all ecological assessments prior to or during the temporary works planning and delivery.
- Temporary work designs are required. The temporary works design, RAMS and supporting calculations shall be formed by the *Contractor* and submitted to the Principal Designer and *Client* for acceptance.
- The *Contractor* shall manage all project issues via weekly progress meetings. In addition to these technical queries (TQ), compensation events (CE) and payment applications (AfP) shall all be managed on FASTDRAFT.
- The *Contractor* shall erect and maintain signage to inform the public of diversion routes/Working Areas/programme and provide supporting information for the local community on the nature of the works taking place.
- The *Contractor* is responsible for all material and plant deliveries to site including the access route into the site. The *Contractor* shall appropriately supervise and co-ordinate all movements of vehicles and deliveries when on/off-loading and ensure all plant is kept within designated areas, below speed limits and within weight limits.
- The *Contractor* shall remove any man-made waste accumulating on the haul road, foreshore, berm or raised defence for the duration of the works, and shall report on the volume of waste collected. An allowance for pricing two '8-yard skips' should be assumed. The skips must be stored landward of raised defences.
- The *Contractor* shall provide waste carriers license numbers for any materials being removed from site.
- **The quantities of material and specification are described on the construction drawings provided by the *Client*'s nominated designer.**

The contractor must comply with the following:

- Safely manage/store bio-oil and other fuels required in all plant within the construction site. Fuel for plant shall be stored within a site compound and plant must be brought to designated areas for refueling.
- The *Contractor* must use plant nappies for all sitting plant.
- The *Contractor* must have spill kits on site and know how to use spill kits if needed.

- The *Contractor* must define how refueling and vehicle wash will be completed, considering both the risk of surface water drainage within the SSSI and SPA and dust being generated by 50+ vehicle movements on and off site.
- Ensure all plant, materials and temporary works are removed when the tide forecast level within 700mm of the track is reached or there are significant events (storm and tidal surge event), that promote the implementation of the 'Site Environmental Emergency plan'
- Site Visits - As part of the *Client*'s Stakeholder Management, the *Client* may need to bring stakeholder representatives and others to the project at times. The *Contractor* shall pro-actively work with the *Client* to meet these obligations.

Transition sections and Concrete fillet revetment Repairs

- The *Contractor* shall temporarily remove boulders and pre-existing 'above the surface' rock armour stone on the foreshore that inhibit the revetment repairs and cut away **(not** tear or rip with an excavator) any exposed geotextile (if any) . Rocks forming the existing toe of the rock armour must remain in the ground and any geotextile wrapped around rock must not be removed or damaged.
- The *Contractor* shall make sufficient allowance for the concrete fillets to cure prior to placement of rock armour. The concrete fillet specification will be determined by the designer.
- The *Contractor* shall include an allowance for the same quantities of rock for the saltings 15m transition. However the exact configuration shall be determined in collaboration with the *Client* to optimize the resilience of the saltings and revetment.

Rock Armour Selection and Placement requirements

- The *Contractor* can opt to deliver the rock by the most effective means to enable completion of construction task in the timeframes defined by the *Client*.
- The *Contractor* may use the existing small boulders (NOT existing rock armour defence units) that extend on the foreshore frontage and exist within the footprint of the rock armour to help improve the stability of the concrete revetment frontage.
- The *Contractor* shall not excavate into the clay foreshore or use tracked plant on the foreshore
- The *Contractor* shall ensure all rock armour materials are selected, handled and transported in such a manner as to preserve their quality and condition for subsequent use in the *works*. As such, the *Contractor* shall, in the outline methodology for selecting, handling and transporting any such rock, submit for the approval of the *Client* details of the:
    - Anticipated production rate(s) for grading, sorting and storing suitable material,
    - Handling,
    - Proposals for handling rock material to avoid damage, deterioration or contamination,
    - Proposed methods to demonstrate that all reasonable measures have been taken to prevent volumetric loss and segregation during transport, handling and placing,
    - Details of all plant (including loaded weight) proposed for transporting material, including marine plant, and
    - Proposed transportation routes including land/sea options.

- The *Contractor* shall ensure effective interlocking with minimum three points of contact for placed rocks at the transitions (NOT dropped) within layer(s) is achieved.
- The *Contractor* shall form a test panel (5m) for the rock armour toe protection for inspection by the *Client* and designer prior to installation of the full rock armour frontage.
- Any void below the finished profile level in excess of 0.93 Dn50 shall be adjusted by repositioning rock or infilling with additional rock.

Completion and deliverables

The *Contractor* shall remove all waste from site (even if the waste was not generated by the construction project) and provide a photographic records of both the main construction area and all access routes.

The *Contractor* shall remove all temporary works from the 12m haul road section and ensure the haul road is returned to the pre-construction, undamaged condition.

The *Contractor* shall upload all supporting information to the *Client* owned SharePoint site and shall provide detailed information on materials, including ordered and delivered quantities, material specification, results of testing and CAD information and provide as-built construction drawings and documentation. The *Contractor* shall complete the Environment Agency carbon assessment tool.

The *Client* shall certify Completion once all elements required by the Scope are complete.

The *Contractor* shall provide feedback to the *Client* on the performance of both Parties and their personnel and assist in any lessoned learned as part of a close out meeting as per AOMR framework agreement.

"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.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
ENV6002241R-ATK-DB-3CSW-DR-C-000001	**P01**	CLEVEDON SEA WALL SITE LOCATION PLAN
ENV6002241R-ATK-DB-3CSW-DR-C-000003	**P01**	CLEVEDON SEA WALL CONSTRAINTS PLAN
ENV6002241R-ATK-DB-3CSW-DR-C-000004	**P01**	CLEVEDON SEA WALL TOPOGRAPHIC PLAN (SHEET 1 OF 2)
ENV6002241R-ATK-DB-3CSW-DR-C-000005	**P01**	CLEVEDON SEA WALL TOPOGRAPHIC PLAN (SHEET 2 OF 2)
ENV6002241R-ATK-DB-3CSW-DR-C-000006	**P01**	CLEVEDON SEA WALL ACCOMMODATION WORKS PLAN
ENV6002241R-ATK-DB-3CSW-DR-C-000007	**P01**	CLEVEDON SEA WALL GENERAL ARRANGEMENT PLAN (SHEET 1 OF 2)

ENV6002241R-ATK-DB-3CSW-DR-C-000008	**P01**	CLEVEDON SEA WALL GENERAL ARRANGEMENT PLAN (SHEET 2 OF 2)
ENV6002241R-ATK-DB-3CSW-DR-C-000009	**P02**	CLEVEDON SEA WALL TYPICAL DETAILS

3. Specifications

Refer to information provided on the drawings

Title	**Date or Revision**	**Publicly available (yes /no)**
SHEW CoP LIT 16559 version 7	April 2025	no
Material to be removed from site in accordance with Environmental Protection Act 1990	1990	yes
BS 5228-1:2009 Code of Practice for noise and vibration control on construction and open sites.	1990	yes
Civil Engineering Specification for the Water Industry CESWI 8	November 2023	no
The rock manual (CIRIA C683, 2016). (Table 9.7)	2016	no

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

Environmental Constraint

The *Contractor* shall not undertake any construction activities at the site for the period 2 hours either side of high tide.

No person shall be allowed to reside on site without permission from the *Client*.

The sequence of the construction is determined by the designer on drawings (part 2 Drawings of this contract).

The weight limit of the concrete track is 25 tonnes.

The *Contractor* must cease work when the tide level is forecast to be within 700mm of the height of the track.

Working times

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

The *Contractor* may adapt the working day to work around the tidal cycle, but this must be agreed with the *Client* if the *Contractor* proposes working outside the normal working hours described above.

5. Requirements for the programme

The *Contractor* shall submit his programme with the *Contractor's* Offer for acceptance. The *Contractor* must show on each programme which they submit for acceptance (in the form of a 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 and 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-*contractor*s; time required to obtain consents/waste permits; stated constraints; *Contractor's* risks

(e) Completion Date

The *Contractor* shall prepare the following documents and submit them to the *Client* for acceptance, allowing a minimum one-week review period, prior to acceptance by the *Client.*

- Construction Programme in Project and PDF
- Site Environmental Emergency Plan as required by the SHEW CoP
- Site Waste Management Plan
- Environmental Plan
- Traffic Management Plan
- Pre-construction Photographic Schedule of Condition survey

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

Item	**Date by which it will be provided**
Environment Agency will provide Estates support where required, including approvals for footpath/cycleway/PROW closures	Sept 2025
Environment Agency will submit the MMO licence application	July 2025

Environment Agency will complete the HRA1 screening (completed)	June 2025
Environment Agency will appoint a Principal Designer (PD)	June 2025
Environment Agency will continue to develop PCI (reviewed by PD)	July 2025
Environment Agency to share MMO correspondence and decision.	30 Sept 2025
Environment Agency will provide access to a SharePoint site containing all drawings and specifications	Commencement of the contract

Site Information

[redacted]
Communication with North Somerset Council on Pier to Pier walking routes.
Clevedon Seawall Design PSRA
Scheme drawing from EA archive.
Wessex Tide Tables 2025
PCI – Clevedon Seawall (Live Document) DRAFT for tender stage
Communication with Environment Agency FRAP team confirming classification of the work.
Carbon Tool

Proposed sub-*contractors*

	Name and address of	Nature and extent of work
1.	[redacted]	
2.	Form of Contract:	

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