



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

NEC4 Engineering and Construction Short Contract

Asset Operation, Maintenance and Response (AOMR) Framework - Lot 1

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Land & Water Services Ltd
For	Gaters Mill Eel Pass Installation Project
	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		
Address for electronic communications		
The <i>works</i> are	Eel Pass replacement at Gaters Mill comprising. <ul style="list-style-type: none"> • Verify the proposed eel pass meets the specifications to include a site visit to undertake dimensional checks to verify buildability of the installation prior to commencement on site. • The removal and legal disposal of existing eel pass. • Installation of new eel pass. • Provision of all necessary CDM documentation and as-built drawings 	
The <i>site</i> is	Gaters Mill on the River Itchen at SU4539115650 (see Appendix 1 – Site Boundary).	
The <i>starting date</i> is	14 th May 2025	
The <i>completion date</i> is	31 st March 2026	
The <i>delay damages</i> are		
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			% 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 <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 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 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 <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
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.
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	Land & Water Services Ltd	
Address for communications		
Address for electronic communications		
The fee percentage is		
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	£150,255.00
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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	
Position	
Signature	
Date	

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

Signed on behalf of the *Client*

Name	
Position	
Signature	

Date					
<h1>Price List</h1>					
<p>Entries in the first four columns in this Price List are made either by the <i>Client</i> or the tenderer.</p> <p>If the <i>Contractor</i> 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.</p> <p>If the <i>Contractor</i> 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.</p>					
Item Number	Description	Unit	Quantity	Rate	Price
01	CDM documentation for Client acceptance/ approval (including CPP, RAMS, Temp Works) and prestart planning				
02	Verify the proposed eel pass meets the specifications to include a site visit to undertake dimensional checks to verify buildability of the installation prior to commencement on site.				
03	Mobilisation, including welfare provision				
04	Materials and Equipment ((Install temporary works including floating pontoon)				
05	The removal and legal disposal of existing eel pass.				
06	Installation of new eel pass.				
07	Demobilisation (and make good site)				
08	Provision of all necessary CDM documentation and as-built drawings				
The total of the Prices					£150,255.00

<p>The method and rules used to compile the Price List are:</p>
<p>Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook.</p>

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.

The objective of this project is to install a replacement eel pass at Gaters Mill on the River Itchen in Southampton as per the approved designs, any other associated documents.

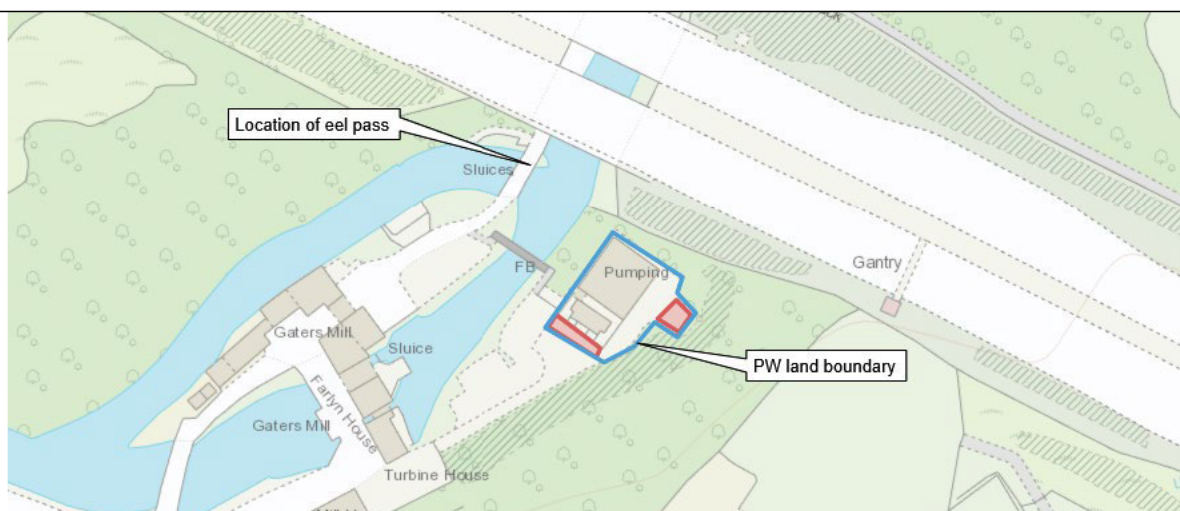
The site is Gaters Mill (NGR SU4539115650) which is a 3rd party asset on the River Itchen (GB107042022580). It is the site of the Lower Itchen Fishery, a popular brown trout, salmon, grayling and sea trout fishery. Eel (specifically elver) are also known to be present. The river passes under the M27 motorway before passing through a multi-arched/culverted bridge, which acts as a migration barrier for fish including eel. There is a plain baffle denil pass and a separate eel pass already on-site, but the eel pass specifically is no longer fit for purpose. A decision has been made that in order to comply fully with the Eel Regulations (2009) and Environment Agency Health and Safety policy a new eel pass is required. A new eel pass has been designed and fabricated by FishTek Ltd. This eel pass now requires installation on site.





Photos showing the culverted bridge and existing eel pass.

- The *Contractor* shall undertake a site visit prior to the *works* to verify that the proposed eel pass meets the specifications and to undertake dimensional checks to verify buildability of the installation prior to commencement on site. During this site visit the *Contractor* shall sit down with the landowner and run over the project details with her to give her reassurance that the proposed *works* are in line with her expectations. The Designers will retain the eel pass at their offices and so the *Contractor* shall arrange with the Designers the delivery of the eel pass to site. If the *Contractor* has concerns about the buildability, they will draw up questions and/or queries as Early Warnings.
- The *Contractor* shall arrange specifically for a technical meeting with the *Client* and the Designers, the result of which will be an agreed technical procedure for the pebble and resin installation. This is aimed at reducing potential installation issues later in the project.
- The *Contractor* shall comply with the CDM regulations and specifically in their role as Principal Contractor.
- The *Contractor* shall review and update the CDM documents and check services. The *Contractor* shall approve the CDM documents with the *Client* and Principal Designer.
- The *Contractor* shall produce a photographic diary of the construction site before, during and after *works*. This shall include as a minimum: access road, the Site, and nearby structures that could be affected by the *works*, for the purposes of re-instatement / making good.
- The *Contractor* shall ensure that access to the work site is agreed and approved by the landowner (Lower Itchen Fishery) in writing prior to the *works* commencing. There are two bridges and an archway on the access route therefore, the *Contractor* will need to satisfy themselves of the weight/height restrictions prior to accessing the land when *works* commence. No large plant will be permitted on site.
- The *Contractor* shall make arrangements with the landowner/riparian owners/businesses within the site for the placement of the compound(s) and the facility of deliveries to site. The number of vehicles needs to be kept to an absolute minimum and parking for staff off site may be necessary.



- [REDACTED]
- The *Contractor* shall undertake site mobilisation, including welfare provision and site security if deemed necessary.
- The *Contractor* shall undertake the removal of the existing eel pass and any other site preparatory works.
- The *Contractor* shall ensure that the *works* are discussed and agreed with Environment Agency staff within the Analysis and Reporting team who own and manage the adjacent denil fish pass and hut in which the new pumped eel pass will be attached.
- The *Contractor* shall arrange for the legal disposal of the old existing eel pass, in accordance with the waste plan.
- The *Contractor* shall install the new eel pass according to the design provided by FishTek, considering the buildability statement, designers risk assessment and other information provided from the fabrication stage.
- As the Principal Contractor, the *Contractor* shall be responsible for planning, managing, monitoring, and coordinating the health and safety aspects of the construction phase, ensuring that all other contractors on site comply with the construction phase plan and directions given by the Principal Designer, Principal Contractor and CDM Client. Legal Responsibility: Under Regulation 13 of CDM 2015, all contractors must plan, manage, and monitor construction work under their control in a way that ensures health and safety. As the Principal Contractor appointed, the *Contractor* must coordinate with all other contractors, ensuring safe site operations. The *Contractor* must liaise with all other contractors, ensuring work does not create risks for any party. As the Principal Contractor, the *Contractor* shall enforce site rules, conduct site inductions, and ensure safe working procedures. Even though other contractors are not the *Contractor's* direct subcontractors, they still share the same site and must work under a coordinated plan.
- The *Contractor* shall ensure that the key clamp is painted green. The specific colour will need to be agreed with the landowner. In addition, the *Contractor* will ensure that the header tank will be painted black. The specific colour will need to be agreed with the landowner.
- The *works* can only take place from October 3rd until March 1st to avoid salmon fishing season. However, fishing takes place all year round so the *Contractor* must be mindful of this. The *Contractor's* RAMS shall include what actions will be put in place to protect migratory salmonids during the works. Coarse anglers fish on the true right bank downstream of the fish counter hut so any working area or setting down needs to allow for access for anglers at all times.
- The *Contractor* shall ensure that access for EA staff to the fish counter/counter hut must be maintained at all times.
- Use of the sluices to dewater the archway is acceptable to the landowner during the working period but the landowner would like them reinstated outside of these times. The *Contractor* shall ensure that there is a pre-agreed plan with the landowner relating to the use of the sluices prior to works starting.

- Prior to demobilisation, the *Contractor* shall be required to check the functional operation of the pass to ensure the delivery of water to the apex of the pass is functioning as designed and there are no leaks throughout the length of the pass. The *Contractor* will be required to work with Fisheries Technical Specialists on this. The *Contractor* will be required to work with the electrical contractor that the Environment Agency will be procuring the services of under a separate contract.
- The *Contractor* shall produce a post-delivery photographic diary of the site, to be shared with the *Client*.
- The *Contractor* shall undertake demobilisation, including making good any damage caused by the *Contractor* in delivering the works to the property of the landowners.
- The *Contractor* shall obtain *Client* sign-off of the works as per the design to confirm it has been installed to the Designer's specification.
- The *Contractor* shall consider biosecurity on site and outline measures in their RAMS that will be taken to Check, Clean & Dry.
- Any refueling (if required) will need to take place away from the water to avoid contamination of the watercourse.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
400-03085-V05		Designer Risk Assessment_Gaters Mill_V05
402-03085-V05		RAG List_Gaters Mill_V05
401 – 03085 – V05		Buildability Statement_Gaters Mill_V05
200-03085_C010		GA and Sectional Elevation
201-03085_C010		Eel Pass Units Pump and Sectional Elevation
202-03085_C010		Flow Splitter Box & Eel Pass Details
203-03085_C010		Header Tank & Bracket

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
LIT 16559 - Safety, Health, Environment and Wellbeing (SHEW) Code of Practice.docx	V7, April 2025	
AOMR Lot 1 Appendix 1a – Specification clauses for culvert works	23.06.2018	
AOMR Lot 1 Specification Supplementary Clauses, Supplementary Clauses to CESWI 7 th Ed.	23.06.2018	

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*.

Part of the new eel pass will be installed into a confined space. Therefore, the confined space activities must be carried out in accordance with the Confined Space Regulations and HSE guidance document INDG258: 'Safe Work in Confined Spaces'. There must also be evidence available that persons undertaking work in a confined space have adequate training, equipment, supervision and authorization to enter. Should the *Contractor* need to enter a confined space, the confined space entry RAMS must be approved by an Environment Agency specialist before such works may proceed.

Should diving be a chosen activity to install parts of the eel pass at this site then it must be carried out in Line with the EA SHEW CoP.

Diving operations undertaken on behalf of the Environment Agency must meet certain minimum standards, these include:

- A minimum 5-person team
- The use of surface supplied diving equipment.
- Compliance with the HSE ACoP L104 diving projects inland/inshore.
- Diving contractors to be full members of the Association of Diving Contractors (ADC)
- To be aware of and eliminate or effectively control the risks from differential pressure.

The *Contractor* shall prepare, for the *Client's* acceptance, the Construction Phase Plan (CPP) and RAMS prior to starting the works.

Access on site is over private land owned and managed by the Lower Itchen Fishery. Access arrangements must be agreed with the landowner prior to the works starting.

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

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
Service Searches for BT, SGN, Southern Electric, Virgin Media and Southern Water (see attached).	

Site Information

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Proposed sub-contractors		
	Name and address of proposed subcontractor	Nature and extent of work
1.		
2.		
3.		
4.		

Appendix 1 – Site Boundary

Map showing site including access routes, with red dashed line indicating the boundary of the Site.

