



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)
V1.1	

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Breheny Civil Engineering LTD Flordon Road Creeping St Mary Ipswich Suffolk IP6 8NH
For	Stoke Lock Fish Easement (Site Investigation)
	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

	The <i>Client</i> is	
Name	Environment Agency	
Address for communications	Romsey District Office, Canal Walk, Romsey, Hampshire, SP51 7LP	
Address for electronic communications		
The <i>works</i> are	Site investigation (SI) is to inform permanent and temporary works design and construction of a pre-barrage fish easement.	
The <i>site</i> is	Bishopstoke Lock on the River Itchen at SU4640419353	
The <i>starting date</i> is	15/09/2025	
The <i>completion date</i> is	30/11/2025	
The <i>delay damages</i> are	<i>nil</i>	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.
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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
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The <i>Client</i> provides this insurance	None
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Insurance Table

Event	Cover	Cover provided until
Loss of or damage to the <i>works</i>	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 <i>Adjudicator nominating body</i> is	The Institution of Civil Engineers
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The <i>tribunal</i> is	litigation in the courts
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The <i>conditions of contract</i> are the NEC4 Engineering and Construction Short Contract June 2017 (including 2023 amendments) and the following additional conditions
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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.
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: <div style="padding-left: 40px;">The number of months between the Completion Date included at the <i>starting date</i> and the Contract Date.</div> The proportion of Price Adjustment shall be equal to: <div style="padding-left: 40px;">The total of the Prices at the Contract Date / The number of Price Adjustments</div> Each time the amount due is assessed, the Price Adjustment shall be: <div style="padding-left: 40px;">The proportion of Price Adjustment x [80% x Construction Output Price Indices (OPIs) New work output prices: Infrastructure Index 1-month rate]</div> 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 <i>Contractor</i> is	
Name	Breheny Civil Engineering Ltd	
Address for communications	Unit 5, The Courtyard Business Centre, Birling Road, Ryarsh, West Malling, Kent, ME19 5AA.	
Address for electronic communications	[REDACTED]	
The <i>fee</i> percentage is	[REDACTED]	%
The <i>people</i> rates are	As per the framework rates	
category of person	unit	rate
The <i>published list of Equipment</i> is		As per framework rates
The <i>percentage for adjustment for Equipment</i> is		As per framework rates

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 £100,033.61

Enter the total of the Prices from the Price List.

Signed on behalf of the *Contractor*

Name

Position

Signature

Date 02/09/2025

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

Signed on behalf of the *Client*

Name

Position

Signature

Date 16/09/25

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
01	CDM documentation for Client acceptance/ approval (including CPP, RAMS, Temp Works) and prestart planning.	Sum			
02	Mobilisation, including welfare provision	Sum			
03	Ground Investigations	Sum			
04	Structural testing and survey	Sum			
05	Works related to Geophysical surveys	Sum			
06	Demobilisation (and make good site)	Sum			
07	Provision of all necessary CDM documentation, final reports and associated documentation.	Sum			

The total of the Prices £100,033.61

The method and rules used to compile the Price List are

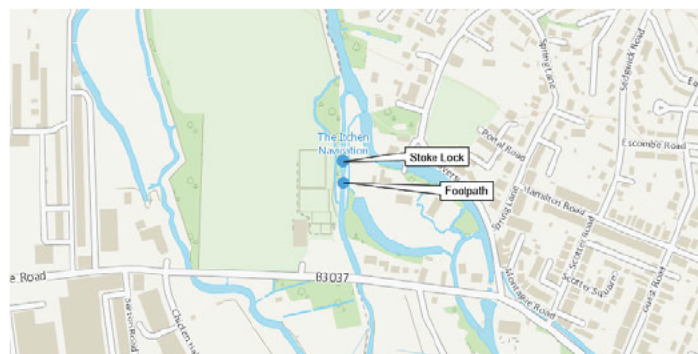
Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook.

Scope

1. Description of the *works*

1.1 Project Background

The site is Stoke Lock, Bishopstoke Road, SO50 6AD (NGR SU4640419353). The structure is a 3rd party asset but is operated and maintained by the Environment Agency.



Location of Stoke Lock

Stoke Lock (also known as Bishopstoke Lock) is an historic structure on the River Itchen in Eastleigh, Hampshire (GB107042022580). It is situated in a very public area adjacent to popular sports fields with a public right of way running alongside it.



Bishopstoke (Stoke) Lock

The River Itchen is an SAC and SSSI river with Salmon a key feature of interest. Salmon have been observed jumping at the hatches at Bishopstoke Lock (marked in yellow) whilst not immediately recognising the adjacent side baffle only Denil fish pass (marked in blue) leaving the salmon with mechanical damage. Bishopstoke Lock is the third structure up from the estuary and represents a very important site for salmon migration. A delay in migration at this site will inevitably lead to increased poaching pressures. There is also evidence of over cutting of redds on spawning sites in the vicinity immediately downstream. This site is the first major obstacle upstream of the salmon counter at Gaters Mill. It is a pivotal bottleneck for salmon migration.

Therefore, the overarching aim of this project is to increase the number of adult salmon and sea trout accessing the upper reaches of the River Itchen.

The Environment Agency (the *Client*) has procured the services of JBA Consulting to design a pre-barrage fish easement to raise the downstream water level giving salmon a 'straight swim' and avoid leaping behaviour.

1.2 Description of the works

The *Contractor* shall provide the *works* specified in the ENV6003034R-JBAU-00-00-SO-GT-0001-S3-P02-Site_Investigation_Specification included in section 3.

Specifications.

- Where the ENV6003034R-JBAU-00-00-SO-GT-0001-S3-P02-Site_Investigation_Specification included in section 3. Specifications, or any incorporated documents, refers to "Investigation Supervisor", this is interpreted as meaning "the *Client*" as the context demands. If the *Contractor* is in any doubt as to whether a matter should be raised with the *Client* or another party, they shall ask the *Client* to decide the issue.
- Where the ENV6003034R-JBAU-00-00-SO-GT-0001-S3-P02-Site_Investigation_Specification included in section 3. Specifications, or any incorporated documents, refers to the "GI Contractor" and the "Structural Contractor", this is interpreted as meaning "the *Contractor*" (and the *Contractor's* subcontractors) as the context demands. If the *Contractor* is in any doubt as to whether a matter should be raised with the *Client* or another party, they shall ask the *Client* to decide the issue.

The *Contractor* shall take full responsibility for carrying out the manufacture, supply, delivery, construction, installation, testing and commissioning necessary to satisfy these requirements.

If the *Contractor* is in any doubt as to an interpretation, the matter should be raised with the *Client* who shall decide the issue.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
PCI		
PA022539_Zetica_UXO_PDSA_Stoke-Lock-Bishopstoke-Road		PA022539_Zetica_UXO_PDSA_Stoke-Lock-Bishopstoke-Road

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
LIT 16559 - Safety, Health, Environment and Wellbeing (SHEW) Code of Practice.docx	V7 24/03/2025	
ENV6003034R-JBAU-00-00-SO-GT-0001-S3-P03-Site_Investigation_Scope		
AOMR Lot 1 Specification Supplementary Clauses – General	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*.

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

Access on site is over public land and public rights of way managed by Eastleigh Borough Council. Access arrangements must be made with the landowner prior to the works starting. Provisional agreement has been made with Eastleigh Borough Council that part of the public carpark can be used by the *Contractor* for parking and welfare.

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
Services from March 2025 (BT, Gas SGN, Southern Electric, Virgin Media, allpointsfibre, and Southern Water)	See attached.

Site Information


This is on public land which is accessed all year round by all members of the public. Access for public around the area needs to be maintained at all times. Details of this must be agreed with the landowner. The specific work area can be cordoned off to prevent members of the public accessing the Site.

PCI included

There is a public car park (paid) close to the site which can be used by Breheny or their sub-contractors for cars. Number of cars must be kept to a minimum.

Services from March 2025 (BT, Gas SGN, Southern Electric, Virgin Media, allpointsfibre, and Southern Water)

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	CGL 	Ground investigation Structural Testing Geophysical survey
2.	Form of Contract:	
3.	Form of Contract:	
4.	Form of Contract:	