



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**

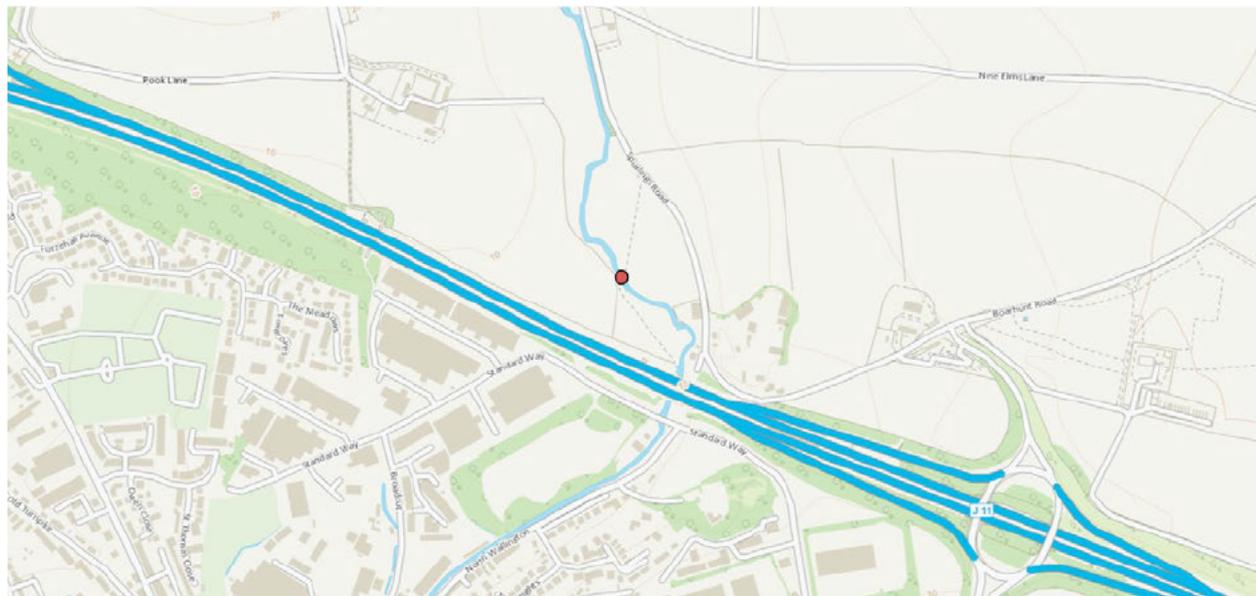
<b>A contract between</b>	<b>The Environment Agency Horizon House Deanery Road Bristol BS1 5AH</b>
<b>And</b>	<b>Land &amp; Water Services</b>
<b>For</b>	<b>North Fareham Eel/Fish Easement Project</b>
	<b>Contract Forms</b> <ul style="list-style-type: none"><li>- <b>Contract Data</b></li><li>- <b>The <i>Contractor's Offer and Client's Acceptance</i></b></li><li>- <b>Price List</b></li><li>- <b>Scope</b></li><li>- <b>Site Information</b></li></ul>

**Contract Data**

The Client's Contract Data

	The Client is
Name	Environment Agency
Address for communications	
Address for electronic communications	
The works are	<ul style="list-style-type: none"> <li>• Removal and legal disposal of existing eel pass and bristles</li> <li>• Fabrication of eel/fish pass</li> <li>• Installation of new fish/eel pass substrates</li> <li>• Provision of all necessary CDM documentation and as-built drawings.</li> </ul>
The site is	N. Fareham Gauging Weir off Spurlings Road, PO176AA.SU5875007462 (see Figure 1 below – site location)

Figure 1 – Map showing site location



The starting date is	23/07/2025		
The completion date is	31/03/2026		
The delay damages are	<table border="1"> <tr> <td></td> <td>Per day</td> </tr> </table>		Per day
	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) <b>does</b> apply		
The Adjudicator 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 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.		

<b>Contract Data</b>		
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	
<b>Insurance Table</b>		
<b>Event</b>	<b>Cover</b>	<b>Cover provided until</b>
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 <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		
<b>Only enter details here if additional conditions are required.</b>		
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"> <li>• War, civil war, rebellion revolution, insurrection, military or usurped power</li> <li>• Strikes, riots and civil commotion not confined to the employees of the <i>Contractor</i> and sub-contractors</li> </ul>	

	<ul style="list-style-type: none"> <li>• Ionising radiation or radioactive contamination from nuclear fuel or nuclear waste resulting from the combustion of nuclear fuel</li> <li>• Radioactive, toxic, explosive or other hazardous properties of an explosive nuclear device</li> <li>• Natural disaster</li> <li>• Fire and explosion</li> <li>• Impact by aircraft or other device or thing dropped from them</li> </ul>
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	<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	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**

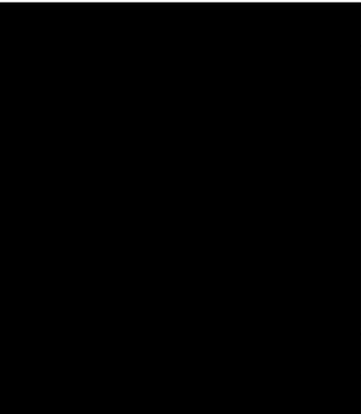
The *Contractor's Offer* and *Client's Acceptance*

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 **£146,666.70**

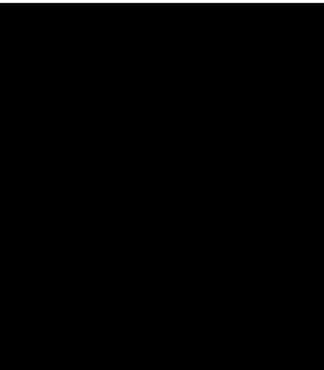
**Enter the total of the Prices from the Price List.**

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		

**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	Mobilisation/demobilisation including welfare provision				
02	The removal and legal disposal of existing eel pass				
03	Materials and Equipment				
04	Fabrication of new eel/fish easement materials and storage until time of installation				
05	Installation of new eel/fish easement				
06	Provision of all necessary CDM documentation and as-built drawings				
07	Temporary works design, checks and details				
08	Carbon Calculator assessment of the project				
<b>The total of the Prices</b>					<b>£146,666.70</b>

The method and rules used to compile the Price List are

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

Staff rates must be in line with the agreed Framework Pricing Schedule.

Quotes for materials and works are in line with quotation provided.

Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise there is a risk that the *Contractor* will interpret it differently from the *Client's* intention.

1. Description of the works

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

**The objective of this project is to install a replacement eel/fish easement at N. Fareham on the River Wallington in Fareham as per the approved designs.**

The site is N. Fareham gauging station (NGR SU5875107459) which is an EA asset on the River Wallington. The site is used by both FCRM and Water Resources and is critical for both functions. FCRM use the site for issuing real time flood warnings/alerts, flood forecasting models and real time asset operation. Water Resources use the site for licensing (including hands off flow conditions), drought management and reporting, long term water resource planning and running groundwater or rainfall runoff models.

The site is accessed from Spurlings Road with pedestrian access to the site along a public right of way managed by HCC which leads onto a public footbridge immediately downstream of the gauging weir. The land adjacent is privately owned but there is a lease agreement between the EA and the landowner to access and work on the site.

An eel pass already exists on-site, but it is no longer fit for purpose as it does not meet current design standards and the type of pass (pumped) was not feasible in this case due to theft and vandalism of the pump, so a preferred gravity-fed solution has been designed. Whilst the existing weir is fitted with brush clusters to aid fish passage these are not suitable for eel passage.

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.





Photos showing the site from the true right bank and true left bank.

- The *Contractor* shall undertake a site visit prior to the *works* to verify that the approved eel pass design meets the Designers specifications and to undertake dimensional checks to verify buildability of the installation prior to commencement on site.
- The *Contractor* shall procure materials and carry out any necessary pre-fabrication of the eel/fish easement.
- The *Contractor* shall store any pre-fabricated elements and other necessary materials until the time of installation and shall make arrangements for delivery to site at the appropriate time.
- The *Contractor* shall arrange specifically for a technical meeting with the *Client* and the Designers, the result of which will be an agreed written technical procedure for the pebble installation as per the approved eel pass design. 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 (Graham Moyse) in writing prior to the *works* commencing. **Please note there are two significant services underneath the field which will be used for access (high pressure and intermediate pressure gas mains) as well as BT lines.** The *Contractor* shall be responsible for verifying any applicable weight restrictions prior to accessing the site at the commencement of works. Accordingly, only the smallest practical size of plant and machinery necessary to perform the works will be permitted on site.
- The *Contractor* shall note that a public right of way crosses the field and the river at the location of the proposed works. Due care and attention must be given to the presence of this public right of way at all times. While permanent closure is not anticipated, the *Contractor* shall be responsible for managing any temporary obstructions or short-term closures, including the provision of appropriate supervision to ensure the safety of the public and the continuity of access where possible.
- The *Contractor* shall make arrangements with the landowner for the placement of the compound(s) and the facility of deliveries to site. The number of vehicles needs to be kept to a minimum.
- 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 arrange for the legal disposal of the old existing eel pass, in accordance with the waste plan.
- The *Contractor* shall ensure that the *works* are discussed and agreed with Environment Agency staff within the WLB Asset Management Team and Analysis and Reporting team who own and manage the site on which the new eel pass will be attached.
- The *Contractor* is requested to provide advanced notification to H&T when control of levels and flows is initiated. This will enable the EA to monitor the conditions via telemetry and inform data users appropriately.
- The *Contractor* shall install the new eel pass and fish easement according to the design provided by FishTek, considering the buildability statement and designers risk assessment. The *Contractor* shall ensure that an EA fisheries technical specialist is on site on the first day of pebble installation of each side of the weir.
- There is a flow gauge on the riverbed between the gauge board and the weir. The *Contractor* shall avoid damaging those and be aware of the ducting on the wing walls and across the riverbed which spans most of the channel.
- 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* shall 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.

- **The in-channel works** (specifically referring to the installation of the eel pass and the period of time the *Contractor* is required to work physically in the channel) **can only take place from mid-August and must finish before 15<sup>th</sup> October to avoid the main sea trout migration season.** The *Contractor's* RAMS shall include what actions will be put in place to protect migratory salmonids during the works.
- The *Contractor* shall ensure that access for EA staff to the H&T hut must be maintained at all times.
- Prior to demobilisation, the *Contractor* shall be required to check the functional operation of the pass with an EA Fisheries Technical Specialist.
- 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.
- 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.
- After project completion, the *Contractor* shall use the EAs carbon calculator to understand how much carbon has been produced by this construction project.

## 2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
101_C02_03242		North Fareham Gauging Weir General Arrangement
03242_BS_V02		Buildability Statement
03242_DRA_V02		Designers Risk Assessment
03242_RAG List_V02		RAG List

## 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
Site Specific Risk Assessment 2006		No
N. Fareham Site File – for spec		No
N. Fareham PSRA Assessment		No
Service Searches	May 2025	No
N. Fareham PCI		No
Electrical Safety Condition Report – N. Fareham		
<a href="#">LIT 16559 - Safety, Health, Environment and Wellbeing (SHEW) Code of Practice.docx</a>	V7 April 2025	Yes

Lot 1 – Spec supplementary clauses - General	09/07/2024	
<b>4. Constraints on how the Contractor Provides the Works</b>		
<p><b>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.</b></p> <p>There is a flow gauge on the riverbed between the gauge board and the weir. The Contractor shall avoid damaging those and be aware of the ducting on the wing walls and across the riverbed which spans most of the channel.</p> <p>Works must avoid closure of the public right of way if possible. If a temporary closure is requested HCC will need to be informed.</p> <p>The works can only take place from mid-August and must finish before 15<sup>th</sup> October</p>		
<b>Working times</b>		
The Contractor will be permitted to work between 7.30am and 6.00pm on weekdays (Monday to Friday)		
<b>5. Requirements for the programme</b>		
<p><b>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.</b></p> <p><b>State what the use of the works is intended to be at their Completion as defined in clause 11.2(1).</b></p> <p>The Contractor submits his programme with the Contractor's Offer for acceptance. The Contractor shows on each programme which they submits for acceptance (in form of Gantt chart showing the critical path, proposed order and timing to undertake the works and proposed plant and labour resources) the following:</p> <ul style="list-style-type: none"> <li>(a) Period required for mobilisation/ planning &amp; post contract award</li> <li>(b) starting date</li> <li>(c) Each of the activities listed within the Price List</li> <li>(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.</li> <li>(e) Completion date</li> </ul>		
<b>6. Services and other things provided by the Client</b>		
Describe what the Client will provide, such as services (including water and electricity) and "free issue" Plant and Materials and equipment.		
<b>Item</b>		<b>Date by which it will be provided</b>

PCI	
Service Searches for BT, Gas, Southern Electric, Virgin Media, toob, Southern Water and Portsmouth Water.	
<b>Site Information</b>	
The site is accessed via private land but lies adjacent to—and in parts, across—a public right of way. Hampshire County Council (HCC) are aware of the project and have confirmed they have no issues with the right of way being traversed, or with very brief closures. The bridge is located immediately adjacent to the site, and pedestrian access to it must be maintained for the vast majority of the time. Therefore, any closures—if required—should be kept to an absolute minimum and be as brief as possible. However, if there is any planned closure lasting more than a few minutes, HCC must be consulted in advance of the works commencing.	
Site is access from Spurlings Road through a gate. The key will be provided by the landowner.	
PCI included.	
The weir and associated equipment is owned and maintained by the FCRM and Water Resources functions, supporting real-time flood forecasting, alerts, and asset operations, as well as licensing, drought management, long-term planning, and hydrological modelling.	
Service Searches for BT, Gas, Southern Electric, Virgin Media, toob, Southern Water and Portsmouth Water - Date 14/05/2025. <b>Please note there are two significant services underneath the field which will be used for access (high pressure and intermediate pressure gas mains) as well as BT lines.</b>	

Proposed sub-contractors