



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

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Stonbury Limited
For	KSL PSRA Control Measures
	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	Scots Float Depot, Military Road, Playden, Rye, East Sussex, TN31 7PH	
Address for electronic communications		
The works are	Repairs, refurbishment and installation of public safety control measures at 9 sites across KSLES 2024/2025	
The site is	Split across 9 no. locations as follows: <ol style="list-style-type: none">421200 Walland Seawall (edge marking), Lydd Road, Camber, TN31 7SB (TQ9722618422 to TQ9776518316)421200 Walland Seawall (edge marking), Lydd Road, Jurys Gap, TN31 7SD (TQ9776718311 to TQ9835818186)421200 Walland Seawall (bollards), Lydd Road, Jury's Gap, TN31 7SG (TQ9914118003)429537 High Knock Frontage Scheme (fencing), Dymchurch Road, Dymchurch, TN290QD (TR0987328737)429551 Marshland Outfall (security screen), Off the Dymchurch Road, Dymchurch, TN29 0NG (TR1011229043)775171 Strand Steet, Sandwich, CT13 9HX (wall) (TR3269658525)774480 Gazen Salts Car Park, Sandwich, CT13 9HN (steps) (TR3294058577)774480 Gazen Salts Car Park, Sandwich, CT13 9HN (ramp) (TR3293058556)309103 Off Warepoint Drive, West Thamesmead, London, SE28 0HW (manhole cover) (TQ4483779773)	
The starting date is	03/03/2025	
The completion date is	31/05/2025	
The delay damages are	Nil	Per day
The period for reply is	2	weeks
The defects date is	52	weeks after Completion
The defects correction period is	4	weeks
The assessment day is	the last working day	of each month
The retention is	nil	%
The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does apply		
The <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 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
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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	
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	<p>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.</p> <p>The <i>Contractor</i> does not proceed with the relevant work until the <i>Client</i> has accepted this design.</p>
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	<p>Delete the text of Clause 60.1(11) and replace by:</p> <p>The <i>works</i> are affected by any one of the following events</p> <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	<p>Delete the text of Clause 92.3 and replace with:</p> <p>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.</p>
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 (not used)
Z12.1	For contracts containing packages of projects the <i>Client's Contract Data, Scope and Site Information</i> particular to an individual project is contained within its <i>Site Specific Pack</i>
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 style="padding-left: 40px;">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 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]</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, 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 <i>Contractor</i> is	
Name	Stonbury Ltd.	
Address for communications		
Address for electronic communications		
The <i>fee</i> percentage is		
The <i>people rates</i> are	As per the AOMR Framework Rates	
category of person	unit	rate
The <i>published list of Equipment</i> is		
The <i>percentage for adjustment for Equipment</i> 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	£62,362.73
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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	11/02/2025
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The *Client* accepts the *Contractor's* Offer to Provide the Works

Signed on behalf of the *Client*

Name	
Position	
Signature	

Date	17/02/25
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Price List

Where 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.

Where 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	Qty	Rate	Price (£)
1	421200 Walland Seawall (edge marking)	Sum			
2	421200 Walland Seawall (edge marking)	Sum			
3	421200 Walland Seawall (bollards)	Sum			
4	429537 High Knock Frontage Scheme (fencing)	Sum			
5	429551 Marshland Outfall (security screen)	Sum			
6	775171 Strand Street Sandwich Grade 2 listed access wall	Sum			
7	774480 Sandwich Town Tidal Defence Reach 3 – Reach 5 (wooden steps on embankment)	Sum			
8	774480 Sandwich Town Tidal Defence Reach 3 – Reach 5 (ramp)	Sum			
9	309103 Off Warepoint Drive, West Thamesmead, London, SE28 0HW (manhole cover)	Sum			
10	Scoping of Sites	Sum			
The total of the Prices					62,362.73

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

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 *Contractor* shall undertake the following works:

1. **421200 Walland Seawall (edge marking):** Prepare surface and repaint white line along landward side of promenade, TQ 97226 18422 to TQ 97765 18316 (approx. 550m)
2. **421200 Walland Seawall (edge marking):** Prepare surface and repaint white line along landward side of promenade, TQ 97767 18311 to TQ 98358 18186 (approx. 600m)
3. **421200 Walland Seawall (bollards):** Replace removable bollards which can be padlocked into place. Sockets in ground must have flap covers.
4. **429537 High Knock Frontage Scheme (fencing):** Like for like replacement of toddler mesh (to right of steps, looking seawards)
5. **429551 Marshland Outfall (security screen):** Straighten the following bar on safety screen for outlet which is askew: the lower section of fifth bar from left.
6. **775171 Strand Street Sandwich Grade 2 listed access wall:** Investigate cause of damage (believed to be ivy roots) and rectify. Repair and stabilise the top five courses of brick on a grade II listed wall using lime mortar and existing bricks. Maximum of 3 metres in length to be repaired, as agreed with Dover CC. The *Contractor* shall engage the *Client's* EA Catchment Officer if further details of the agreement are needed.)
7. **774480 Sandwich Town Tidal Defence Reach 3 – Reach 5 (wooden steps on embankment):** Like-for-like refurbishment of wooden steps on embankment TR3294058577.
8. **774480 Sandwich Town Tidal Defence Reach 3 – Reach 5 (ramp):** Rectify subsidence under brick paving of ramp, creating a level surface: TR 32930 58556.
9. **309103 Off Warepoint Drive, West Thamesmead, London, SE28 0HW (manhole cover):** Repair the staple which secures the padlock on a manhole cover (TQ4483779773).

The *Contractor* shall assume the role as Designer and Contractor under the CDM Regulations 2015.

As Designer, the *Contractor* shall produce a Designers Risk Analysis and RAG List to inform the risk management process.

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

The *Contractor* shall submit a Waste Management Plan for the *Client's* approval before works commence.

The *Contractor* shall classify and dispose of waste materials in line with "Waste Classification: Guidance on the classification and assessment of waste (1st Edition v1.2.GB) : Technical Guidance WM3".

The *Contractor* shall ensure that Flood Risk Activity Permits are in place where required. Information can be found here: [Flood risk activities: environmental permits - GOV.UK \(www.gov.uk\)](https://www.gov.uk/government/publications/flood-risk-activities-environmental-permits). Costs associated with such applications will be managed under a Compensation Event (CE)

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
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None		
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3. Specifications

List the specifications which apply to the contract.

Title:	Date or Revision	Tick if publicly available
Lot 1 - Spec supplementary clauses - CULVERTS - CoP.pdf	2018	Sharepoint
Lot 1 - Spec supplementary clauses - General.pdf	2018	Sharepoint
Lot 1 & Lot 3 - Asset Operation and Response - Scope.pdf	Undated	Sharepoint
Lot 1 & Lot 3 - Supply Chain Passport Template.xlsx	2024	Sharepoint
Supply Chain Passport template v2.xlsx	Undated	Sharepoint
Annex 11 - LIT 13118 - Code of practice for electrical safety (copes)- part 1.pdf	2020	Sharepoint
Annex 11 - LIT 13133 - Code of practice for electrical safety (copes)- part 2.pdf	2020	Sharepoint
LIT 13129 - MEICA- Management- Low voltage electrical equipment.pdf	Undated	Sharepoint
LIT 13130 - Code of practice for electrical safety (COPES) - Electrical authorisation.pdf	2023	Sharepoint
Safety, Health, Environment and Wellbeing : Code of Practice (SHEW COP)	Sep 2023	No
All works to be compliant (where relevant) with British Standards		Yes

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

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

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

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

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

5. Requirements for the programme

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

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

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

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

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

Describe what the *Client* will provide, such as services (including water and electricity) and “free issue” Plant and Materials and equipment.

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

Site Information

Location plans:

421200 ED2200134 TN317SB.pdf

421200 ED2200136 TN317SB.pdf

421200 SE2200258 TN31 7SD.pdf

429537 FE2100741 TN290QD.pdf

429551 AIMS 1052887 TN29 0NG.pdf ;

775171 CT13 9HX.pdf

774480 steps CT139HN.pdf

774480 ramp CT139HN.pdf

420862 DA1 4BF.pdf

309103 SE280HW.pdf

427904 CT21 5RQ.pdf

Pre-Construction Information:

421200 Walland Seawall white lines PCI

421200 Walland Seawall bollards PCI

429537 High Knock Fontage Scheme A fencing PCI

429551 Marshland Outfall (security screen) PCI

775171 Strand Street Sandwich Grade 2 listed access wall PCI

774480 Sandwich Town Tidal Defence Reach 3 – Reach 5 (wooden steps on embankment) PCI

774480 Sandwich Town Tidal Defence Reach 3 – Reach 5 (ramp) PCI

309103 Off Warepoint Drive, West Thamesmead, London, SE28 0HW (manhole cover) PCI

Proposed sub-contractors

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