



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	Solent and South Downs Culvert Inspection Programme FY25-26
	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 Office, Canal Walk, Romsey, SO51 7LP	
Address for electronic communications		
The <i>works</i> are	Solent and South Downs Culvert Inspection Programme FY25-26	
The <i>site</i> is	93 sites as specified in the attached Sites List	
The <i>starting date</i> is	1 October 2025	
The <i>completion date</i> is	28 February 2026	
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		% per complete week of delay.
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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
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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 *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 <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	<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.
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	Stonbury Ltd	
Address for communications	Chawston House, Chawston Lane, Chawston, Bedford, England, MK44 3BH	
Address for electronic communications		
The fee percentage is		%
The people rates are	As per AOMR Framework Rates Year 2	
category of person	unit	rate
The published list of Equipment is		As per AOMR Framework Rates Year 2
The percentage for adjustment for Equipment is		As per AOMR Framework Rates Year 2

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	£229,697.00
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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	22/09/2025
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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	23/09/2025
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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
Please see spreadsheet "SSD Culvert Inspection Programme FY25-26 Pricing Template"					
The total of the Prices				£229,697.00	

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.

SSD Culvert Inspection Programme FY25-26 Pricing Template

Lot 1A Appendix A1a: Specification Supplementary clauses for culvert works

677_15 SHEW code of practice

Sample CCTV Inspection Report

Prices to include, but not limited to:

- supply and disposal of sediment traps;
- all project management costs;
- the production of CCTV reports and video footage;
- traffic management as required;
- welfare provisions as required.

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.

1. The *Contractor* shall undertake complete CCTV culvert inspections of all culvert sites listed (culvert information and locations maps are provided). Culverts vary in size and location and will include both fluvial and fluvial/tidal sites.

2. The *Contractor* shall prepare a Construction Phase Plan(s) (CPP) to cover CCTV inspection work and 'complex' culvert jetting/de-silting, de-watering, over pumping, or root cutting sites. Where appropriate, temporary works design, Buildability Statement, RAG list and Designers Risk Assessment must also be completed. This must be submitted to the Principal Designer or *Client* CDM Advisor as early as practical but at least a minimum of 10 working days prior to the planned start of any construction phase (including advanced works, site investigation or other construction activities).

3. The *Contractor* shall complete Generic Risk Assessments and Method Statements (RAMS) to cover all elements of CCTV inspection work. The *Contractor* shall complete site specific RAMS for any

- a. NC3 and NC4 entry,
- b. work involving traffic management,
- c. culvert jetting/de-silting, de-watering, over pumping, or root cutting sites.

These must be submitted to the Principal Designer or *Client* CDM Advisor as early as practical but at least a minimum of 10 working days prior to the planned start of any construction phase (including advanced works, site investigation or other construction activities). The *Contractor* shall undertake additional site visits, outside of those completed at tender stage, as required to assist with site specific RAMS and CPP development.

4. A quantity of sediment is assumed in the '*SSD Culvert Inspection Programme FY25-26 Pricing Template.xlsx*'; however, the *Client* understands there may be variance from this figure. No additional sediment should be removed from culverts without prior written agreement from the *Client*. For the purposes of pricing please assume the silt is inert. Silt testing is required for all jetting/cleaning sites. If the silt testing provides a result that is not inert then prior written agreement from the *Client* is required before the silt can be removed. Additional disposal costs for contaminated silt shall be dealt with by compensation events. The *Contractor* is to provide and dispose of appropriate sediment traps for each site. To reduce the risk of cross-contamination, the *Contractor* is to wash down all vehicles and equipment between jetting sites.

5. Upon completion of works the *Contractor* shall supply a detailed CCTV inspection report and video footage of the survey. The document 'Sample CCTV Inspection Report' shows an example of the expected quality and content of this report.

6. The *Contractor* shall apply for necessary road closures and arrange traffic management as required on a site-by-site basis.

7. The *Contractor* shall measure and report invert and soffit levels in mAOD where the information is available from previous reports and for sites that have been identified as requiring GPS surveys. For a list of sites requiring GPS surveys please refer to the '*SSD Culvert Inspection Programme FY25-26 Pricing Template.xlsx*'. Culvert diameters at the inlet and outlet must be measured and reported.

8. The *Contractor* shall be responsible for applying for and abiding by environmental permits as required. For pricing purposes, Flood Risk Activity Permits (FRAPs) are assumed not to be necessary for this contract, but if the *Contractor's* proposed method of working requires one, the cost shall be managed by a compensation event. It is the *Contractor's* responsibility to apply for all FRAPs or register for FRAP exemptions. Please refer to document *FRAP clarification for culvert CCTV inspection jetting and de-watering V2 2025*. All work must abide by the Environmental Action Plan provided in the Pre-Construction Information.

9. For all sites not identified as 'Complex' assume survey can be completed with a CCTV crawler/float using a standard vehicle. Refer to document 'SSD Culvert Inspection Programme FY25-26 Pricing Template.xlsx' documents for further details.
10. Where access is known to be problematic and for any jetting/cleaning and de-watering activities the *Client* shall liaise with the appropriate landowners and issue a Notice of Entry where required. For all other sites it's not practical for the *Client* to seek permissions to access land, due to the number of sites and the multiple locations that may be required to facilitate a survey. The *Contractor* is therefore expected to seek permissions on the day(s) of the survey from private landowners. The *Client* shall provide an Environment Agency headed covering letter that the *Contractor* can present if required.
11. In the event of the *Contractor* having issues accessing the culvert, only being able to complete a partial survey or having concerns regarding the structural integrity of the pipe, they must inform the *Client* immediately to discuss if any short-term remedial action can be undertaken to facilitate the inspection. If the survey cannot be attempted, the *Contractor* must notify an Early Warning to the *Client* detailing the reasons why the survey could not be attempted (including photographic evidence) along with recommendations of the additional work required to facilitate a successful survey.
12. For sites where the *Contractor* is not able to undertake the works for reasons that could not have been reasonably foreseen from the information provided, the *Contractor* shall notify a compensation event and submit a quotation limited to ¼ day rate to cover this visit. For heightened water levels this would also apply except where directly attributable to the weather. If the *Contractor* abandons a survey due to unfavourable tides, a compensation event shall not be accepted.
13. The *Contractor* is to send the *Client* weekly updates of work completed and an updated programme monthly.
14. All inspection and clearance work are to be completed, and survey reports received by the *Client*, by 31st March 2026.
15. The *Contractor* is to abide by the following documents:
- a. Civil Engineering Standard Method of Measurement 4th edition (CESMM4) as per the Framework Price Workbook,
 - b. Lot 1A Appendix A1a: Specification Supplementary clauses for culvert works; and
 - c. 677_15 SHEW code of practice.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title

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
Lot 1A Appendix A1a: Specification Supplementary clauses for culvert works	18/04/2018	No
Civil Engineering Specification for the Water Industry, 7th Edition	March 2011	Yes
Safety, Health, Environment and Wellbeing (SHEW) Code of Practice (COP)	April 2025	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*.

1. The *Contractor* is to prepare, for the *Client's* acceptance, an overarching Construction Phase Plan (CPP) and Environmental Action Plan (EAP) prior to starting the *works*.
2. The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the method statements and risk assessments related to this contract.
3. All confined space entries must be assessed by the *Contractor*. The *Contractor* must undertake all confined entry in compliance with appropriate Confined Space safe system of work for the National Category of Confined Space (NC1 to NC4). The *Contractor* shall be operating under their own confined space permits for all man-entry work.
4. For CCTV/ROV sites an 'EA Permission to work document' shall be issued to cover all culvert CCTV sites across SSD (the *Contractor* must not start on site without this document). In addition to this:
 - If an NC1 or NC2 entry is required, the *Client's* Project Manager must be contacted prior to entry if the culvert can be subject to sudden changes in water level. Refer to SSD culvert inspection programme - 2021-2022 - Culvert site information' document in PCI.
 - For NC3 and NC4 entry, site specific RAMS shall need to be submitted to the PD and *Client's* Project Manager. After acceptance of suitable RAMS by the CDM *Client* (or their representative), a site specific 'EA permission to work document' shall then be completed and issued to the contractor. Work cannot proceed until this has been received.
5. For any culvert jetting, de-watering, over pumping, de-silting or root cutting work, site specific RAMS shall need to be submitted to the *Client's* Project Manager. After acceptance of suitable RAMS by the CDM *Client* (or their representative), a site specific 'EA permission to work document' shall then be completed and issued to the *Contractor*. Work cannot proceed until this has been received.
6. For any culvert jetting, de-watering, over pumping and de-silting activities as part of culvert clearance work, the *Contractor* must submit site-specific method statements and risk assessments to the *Client* for acceptance. The *Contractor* shall not commence any work on the site until the *Client*, or their representative, has accepted the site-specific method statements and risk assessments and the specific EA permit to work has been issued by the *Client*.

Working times

The *Contractor* shall be permitted to work between 8:00am 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).

1. The *Contractor* submits their first programme with the *Contractor's* Offer for acceptance. Subsequent programme updates shall be submitted by the 10th working day of every month.
2. The *Contractor* shows on each programme that 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) the *starting date* and Completion Date;
 - b) Period required for mobilisation/ planning & post contract award
 - c) Each of the activities listed within the Price List
 - d) the order and timing of the operations which the *Contractor* plans to do, in order to Provide the Works,
 - e) the order and timing of the work of the *Client* and others as last agreed with them by the *Contractor* or, if not so agreed, as stated in the Scope;
 - f) 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.
 - g) the dates when the *Contractor* plans to complete other work needed to allow the *Client* and others to do their work;
 - h) provisions for float, time risk allowances, health and safety requirements and the procedures set out in the contract,
 - i) the dates when, in order to Provide the Works in accordance with the programme, the *Contractor* will need
 - acceptances,
 - Plant and Materials and other items to be provided by the *Client* and
 - information from Others,
 - j) for each operation, a statement of how the *Contractor* plans to do the work, identifying the principal Equipment and other resources which shall be used
 - k) other information which the Scope requires the *Contractor* to show on a programme submitted for acceptance.
 - l) A programme issued for acceptance is in the form stated in the Scope.
3. Within two weeks of the *Contractor* submitting a programme for acceptance, the *Client* notifies the *Contractor* of the acceptance of the programme or the reasons for not accepting it. A reason for not accepting a programme is that:
 - a) the *Contractor's* plans which it shows are not practicable,
 - b) it does not show the information which the contract requires, it does not represent the *Contractor's* plans realistically or
 - c) it does not comply with the Scope.
4. If the *Client* does not notify acceptance or non-acceptance within the time allowed, the *Contractor* may notify the *Client* of that failure. If the failure continues for a further one week after the *Contractor's* notification, it is treated as acceptance by the *Client* of the programme.
5. The *Contractor* shall show on each revised programme:
 - a) the actual progress achieved on each operation and its effect upon the timing of the remaining work,
 - b) how the *Contractor* plans to deal with any delays and to correct notified Defects; and
 - c) any other changes which the *Contractor* proposes to make to the accepted programme

6. The *Contractor* submits a revised programme to the *Client* for acceptance:
- a) within the *period for reply* after the *Client* has instructed the *Contractor* to,
 - b) when the *Contractor* chooses to and, in any case,
 - c) at no longer interval than the interval stated in the Contract Data from the *starting date* until Completion of the whole of the *works*.

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

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

Item	Date by which it shall be provided
Vegetation clearance work at identified sites.	Dependent upon the <i>Contractors</i> programme
Where access is known to be problematic and for any jetting/cleaning and de-watering activities the <i>Client</i> shall liaise with the appropriate landowners and issue a Notice of Entry where required. For all other sites, it is not practical for the <i>Client</i> to seek permissions to access land, due to the number of sites and the multiple locations that may be required to facilitate a survey. The <i>Contractor</i> is therefore expected to seek permissions on the day(s) of the survey from private landowners. The <i>Client</i> shall provide an Environment Agency headed covering letter (with the <i>Client</i> 's Project Manager contact details) that the <i>Contractor</i> can present if required.	Dependent upon the <i>Contractors</i> programme
Service searches are provided for all sites where jetting work is likely.	In PCI, as part of tender pack.

Site Information

To be provided within the Pre-Construction Information pack, at contract offer stage.

Proposed sub-contractors

	Name and address of proposed subcontractor	Nature and extent of work
1.	OnSite Central Ltd Form of Contract: back-to-back NEC	Carry out culvert inspections and produce associated reports
2.	 Form of Contract:	
3.	 Form of Contract:	
4.	 Form of Contract:	