



Engineering and Construction Short Contract

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

V 1	Go live template
V 1.1	Reversion to Bidder pack conditions

NEC4 Engineering and Construction Short Contract

A contract between	The Environment Agency Horizon House Deanery Road Bristol BS1 5AH
And	Amalgamated Construction Ltd Whaley Road Barugh Barnsley S75 1HT
For	Icklesham Pumping Station – Gearbox replacement.
	Contract Forms - Contract Data - The Contractor's Offer and Client's 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	[REDACTED]	
The <i>works</i> are	To replace the existing failed gearbox with a new one and associated works. Ensure the gearbox is correctly aligned to prevent stress on other parts of the pumping regime.	
The <i>site</i> is	Crutches Farm, Hastings Road, Winchelsea, East Sussex TN36 4AD.	
The <i>starting date</i> is	01/09/2025	
The completion date is	28/02/2026	
The <i>delay damages</i> are	Nil	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 *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.

Contract Data

The *Client's* Contract Data

The interest rate on late payment is	■	% 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	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 ■ 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 [REDACTED] 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		
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 a valid 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
Z28.1	The <i>Contractor</i> shall ensure at all times during this contract it complies with all the obligations and conditions of the Framework Agreement made with the <i>Client</i> .
Z9.0	Termination
Z9.1	Delete the text of Clause 92.3 and replace with: If the <i>Contractor</i> terminates for Reason 1 or 6, the amount due on termination also includes 5% of any excess of a forecast of the amount due at Completion had there been no termination over the amount due on termination assessed as for normal payments.
Z10.0	Data Protection
Z10.1	The requirements of the Data Protection Schedule shall be incorporated into this contract
Z11.0	Liabilities and Insurance
Z11.1	Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z110	Inflation At the Contract Date the total of the Prices does not include a sum to cover inflation. The total of the Prices [at the Contract Date] shall be adjusted by a fixed number of Price Adjustments. The number of Price Adjustments shall be equal to: The number of months between the Completion Date included at the Contract Date and the Contract Date. The proportion of Price Adjustment shall be equal to: The total of the Prices at the Contract Date / The number of Price Adjustments Each time the amount due is assessed, the Price Adjustment shall be: The proportion of Price Adjustment x [REDACTED] x Average Weekly Earnings index (Construction)(AWE) 1 – month rate] The Average Weekly Earnings index (Construction)(AWE) 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 [Client set] total of the Prices.

If a compensation event under this contract omits original Scope covered by the total of the Prices at the Contract Date the Price Adjustments made under this clause shall be corrected accordingly.

Contract Data

The Contractor's Contract Data

	The Contractor is	
Name	Amalgamated Construction Ltd	
Address for communications	Whaley Road, Barugh, Barnsley, S75 1HT	
Address for electronic communications	[REDACTED]	
The fee percentage is	[REDACTED]	%
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 £ 62,871.45

Enter the total of the Prices from the Price List.

Signed on behalf of the Contractor

Name [REDACTED]

Position [REDACTED]

Signature [REDACTED]

Date [REDACTED]

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

Signed on behalf of the Client

Name [REDACTED]

Position [REDACTED]

Signature [REDACTED]

Date [REDACTED]

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
1	1 x Bat Survey	Sum			██████
2	Supervision	Sum			██████████
3	Documentation including CPP, RaMS and CDM Regulations 2015.	Sum			██████████
4	Welfare	Sum			██████████
5	Mobilisation	Sum			██████████
6	Complete the electrical safety agreement	Sum			██████████
7	Supply and install a new gearbox and remove and dispose of the existing one.	Sum			██████████
8	Replace the drive belts.	Sum			██████████
9	Carryout alignment and tensioning of the arrangement.	Sum			██████████
10	Commissioning/certification and testing	Sum			██████████
11	Demobilisation	Sum			██████████
12	Provide Health and Safety file and O&M manual	Sum			██████████
13	Production of Carbon Calculator for the replacement of the gearbox and associated works.	Sum			██████████
				The total of the Prices	£62,871.45

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.

This contract is priced and awarded in Year 2, based on the Year 1 Framework Pricing Workbook. After the Year 2 Framework Pricing Workbook is issued, a single compensation event is permitted to change the total of the Prices according to the Year 2 Framework Pricing Workbook

Scope

1. Description of the works

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

1. Overview

The pumping station plays a critical role in managing water levels within the Icklesham pumping station catchment, supporting flood risk management and maintaining environmental compliance. It operates under defined flow capacity and reliability parameters to ensure continuous service during periods of high demand.

Central to this operation is the gearbox assembly, which transfers power between the drive system and the pumping mechanism. The gearbox must deliver consistent torque, alignment accuracy, and operational efficiency to meet the pumping station's designed flow rate and duty cycles. Any misalignment, wear, or failure in the gearbox system could reduce pumping capacity or compromise system reliability.

The Contractor shall therefore:

- Investigates the gearbox fixings, supports and belts,
- Report all findings and recommendations to the Client, and
- Carry out all necessary works to reinstate the gearbox to its original operational condition as designed.

As part of this work, the Contractor must also verify and ensure correct gearbox alignment and pumping regime to guarantee operational reliability and long-term performance.

2. Contractor Responsibilities

The Contractor shall:

- Provide all necessary plant, pumps, tools, and equipment required for the successful execution of the project.
- Ensure adequate welfare provisions in compliance with the Construction (Design and Management) Regulations 2015 (CDM 2015).
- Develop and submit a detailed programme of works for Client approval.

- Undertake the role of Designer as defined under CDM 2015, including completion of the relevant designer sections of the Pre-Construction Information (PCI) document.
- Identify and manage all hazards outlined in the PCI.
- Assume the role of Principal Contractor under CDM 2015 and coordinate closely with the Principal Designer appointed by the Client.
- Submit a Construction Phase Plan (CPP), and all relevant Risk Assessments and Method Statements (RAMS) for Client review at least two weeks prior to the start of onsite works.
- Provide a minimum of 7 days' notice to the Client before commencing works on site.
- Supervise all subcontractors and review their RAMS, with particular attention to confined space procedures.
- Assist the Principal Designer in producing Health & Safety Files, as required under CDM 2015, for submission to the Client upon contract completion.
- Produce a Carbon Calculator detailing the environmental impact of the works.
- Incident Reporting & Escalation: Notify the Client immediately of any incidents, near misses, or operational anomalies that occur during the works, and cooperate fully with any incident investigations.

- **3. Compliance & Safety**

The Contractor shall ensure all activities comply with relevant industry standards, Health and Safety legislation, and best practices. Continuous coordination with the Client and the Principal Designer must be maintained to ensure adherence to CDM obligations.

4. Client Responsibilities

The Client shall:

- Issue Notices of Intended Entry no less than 7 days prior to the Contractor's scheduled onsite start date.
- Provide all necessary access permits for site entry and works execution.

5. Deliverables

The Contractor shall provide the following deliverables in undertaking the works:

- A comprehensive and detailed programme of works for Client acceptance.
- Demonstrable compliance with MEICA standards and CDM Regulations 2015.
- Effective identification, management, and mitigation of project hazards.
- Ongoing coordination with the appointed Principal Designer to ensure safe and efficient project delivery.
- Completion of gearbox installation, including post-installation tests such as; Alignment and operational.
- Finalised design check and certification of the installation.

2. Drawings

List the drawings that apply to the contract.

Drawing Number	Revision	Title
RJA0539-02-01		Land Plan

RJA0539-02-02		Land Plan (Access through the farm)
RJA539/3		Details of the building

3. Specifications

List the specifications which apply to the contract.

Title	Date or Revision	Tick if publicly available
Asset OMR Framework Deed of Agreement and Schedules	04/03/2024	No
Minimum Technical Requirements – Standard (LIT 13258)	V 13	No
Minimum Technical Requirements – Environment and Sustainability (LIT 65150)	V 2	No
Exchange Information Requirements (LIT 17641)		No
SHEW CoP (LIT 16559)	V 7	Yes
Flood and Coastal Risk, Asset Management Environmental Maintenance Standards (LIT 12144)	V2.0	No
Lifting and Winching Equipment Management requirements for LOLER and PUWER (LIT12216)	07/01/2020	Yes
Control of Substances Hazardous to Health (COSHH) Regulations		Yes
Construction Design Regulations (CDM) 2015		Yes
Code of practice for electrical safety (COPES) Electrical authorisation (LIT 13130)		No
Exchange Information Requirements (BIM)	V3	Yes
Management of temporary works - SIM 02/2010/04.		Yes
MEICA Standards 369_13 and 369_13D07		No
Biosecurity: Check, Clean, Dry principles.		Yes

4. Constraints on how the Contractor Provides the Works

The works are located within a National Trust site that includes a designated public footpath along the riverbank adjacent to the pumping station. The Contractor must ensure the footpath always remains accessible and undisturbed.

The pumping station is located within a locked compound. The Contractor must ensure the gates remain closed at all times to prevent unauthorised access and arrange access as required with relevant stakeholders.

As a condition for Completion, the Contractor must obtain Client acceptance of the approved Health and Safety file no later than 28/02/2025.

Working times

Working hours are restricted to 8:00 a.m. to 6:00 p.m., Monday to Friday. Work outside these times will require prior written approval from the Client.

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 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:

- (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
FastDraft access	Within two weeks of the starting date.
Mechanical and electrical isolation as is consistent with flood risk management.	Within 7 days of the <i>Contractor</i> requesting this of the <i>Client</i> .
Water level management prior to onsite works commencing.	Within 7 days of the <i>Contractor</i> requesting this of the <i>Client</i> .
Site access to track and compound.	Within 7 days of the <i>Contractor</i> requesting this of the <i>Client</i> .

Site Information

Pre-Construction Information (PCI) Pack: General pre-construction information and supporting documentation.

Service searches included in the PCI Appendix A: SGN, UKPN, Digdat, BT Open Reach, Line search before you dig results.

The public Foot path map is located in the PCI Appendix B: Map showing the designated public footpath along the riverbank.

As-built drawings are located in the PCI Appendix C: Existing infrastructure layout and as-built records.

Public Safety Risk Assessment is located in the PCI Appendix D: Identified public safety risks prior to construction.

Proposed sub-contractors

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