



# Engineering and Construction Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

## Contract Data Forms

June 2017

(with amendments January 2023)

### Template version history

V1.0	Draft
V2.0	DgC Amendments
V3.0	Updated for Issue
V4.0	CE clause update
V5.0	CSM review comments incorporated

## Contract Execution

This agreement is made between the *Client*, the *Contractor* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the Environment Agency and Jackson Civil Engineering for Design and build of new anchor blocks / winch points at six lock sites on the River Thames (the *works*).

The *Contractor* offers to Provide the Services in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The *Contractor* was appointed to the Asset Operation, Maintenance and Response framework and executed the framework agreement.

Executed under hand . . . . .

by



(Client)



Environment Agency – PCM

Senior Project Manager (Grade 6)



(Contractor)



Jackson Frameworks Limited

Regional Director

.....

(Named Suppliers)

# Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The *conditions of contract* are the core clauses, the clauses for main Option A, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2023)

Main Option

A

Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in the law

~~X5 Sectional Completion~~

X7 Delay Damages

X10 Information Modelling

X11- Termination by the *Client*

X15 the *Contractor's design*

~~X16 Retention~~

X18 – Limitation of Liability

~~Y(UK)1 Project Bank Account~~

Y(UK)2 - The Housing Grants, Construction and Regeneration Act 1996

Y(UK)3 The Contracts (Rights of Third Parties) Act 1999

Z Additional *Client* clauses

The *works* are

Collar strap inspections and manufacture of spare sets at four River Thames lock sites: Teddington Barge Lock, Molesey Lock, Penton Hook Lock and Boulters Lock.

Design and build of new anchor blocks / winch points at six lock sites on the River Thames: Marlow Lock, Romney Lock, Sunbury Lock, Whitchurch Lock, Sonning Lock and Chertsey Lock. Specifically, where currently winch points are missing or where the existing anchor block is not fit for purpose and needs to be replaced.

The *Client* is

Name

Environment Agency

Address for communications

Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications

The *Project Manager* is

Name

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Address for communications	Mott MacDonald 10 Fleet Place London EC4M 7RB		
Address for electronic communications	[REDACTED]		
The <i>Supervisor</i> is			
Name	[REDACTED]		
Address for communications	Arcadis, 2nd Floor, Tempus Court, Onslow Street, Guildford GU1 4SS		
Address for electronic communications	[REDACTED]		
The Scope is in	Scope document: 20240625_NEC4 ECC Thames Lock Collar Straps and Anchor Blocks-Winch Points Scope V3.0		
The Site Information is in	Appendix 4, Site Information and Appendix 7, Supplementary Information.		
The <i>boundaries of the site</i> are	See Appendix 5, Overview Information		
The <i>language of the contract</i> is	English		
The <i>law of the contract</i> is the law of	the law of England and Wales, subject to the jurisdiction of the courts of England and Wales		
The <i>period for reply</i> is	2 weeks	except that	
• The <i>period for reply</i> for	Design and technical report reviews	is	3 weeks
• The <i>period for reply</i> for	[not used]	is	[not used]
The following matters will be included in the Early Warning Register			
Early warning meetings are to be held at intervals no longer than	4 weeks		

## 2 The Contractor's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

*condition to be met*

*key date*

(1) [not used]

[not used]

(2) [not used]

[not used]

(3) [not used]

[not used]

### 3 Time

The *starting date* is

21/08/2024

The *access dates* are

*part of the Site*

*date*

(1) All areas of the Site

01/11/2024

The *Contractor* submits revised programmes at intervals no longer than

4 weeks

If the *Client* has decided The *Completion Date* for the whole of the *works*

The *Completion Date* for the whole of the *works* is

13/06/2025

Taking over the *works* before the *Completion Date*

The *Client* is willing to take over the *works* before the *Completion Date* (Delete as applicable)

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is

4 weeks

### 4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is

4 weeks

The period between Completion of the whole of the *works* and the *defects date* is

104 weeks

The *defect correction period* is

2 weeks

except that

• The *defect correction period* for

Safety / operational issue

is

24 hours

• The *defect correction period* for

is

## 5 Payment

The <i>currency of the contract</i> is the	<input type="text" value="GBP Sterling"/>		
The <i>assessment interval</i> is	<input type="text" value="Monthly"/>		
The <i>interest rate</i> is	<input type="text" value="2"/>	% per annum (not less than 2) above the	
<input type="text" value="Base (Bank Rate)"/>	rate of the	<input type="text" value="Bank of England"/>	bank
The period within which payments are made is	<input type="text" value="14 days after the date on which payment becomes due"/>		

If the period in which payments are made is not three weeks and Y(UK)2 is not used

## 6 Compensation events

The place where weather is to be recorded is	<input type="text" value="Windsor (Lat 51.4813; Long - 0.6120)"/>
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The *weather measurements* to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at  hours GMT

and these measurements:

<input type="text" value="Not Used"/>
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The <i>weather measurements</i> are supplied by	<input type="text" value="Met Office"/>
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The <i>weather data</i> are the records of past <i>weather measurements</i> for each calendar month which were recorded at	<input type="text" value="Windsor (Lat 51.4813; Long -0.6120)"/>
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and which are available from	<input type="text" value="Met Office"/>
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Where no recorded data are available

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

<input type="text"/>
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Option A is used

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is 

%

If there are additional compensation events

These are additional compensation events

Delays caused by flooding and raised water levels will be a compensation event. Flooding is defined as raised water levels that prevent access to the Working Area and/or prevent the *works* being progressed for 10 consecutive working days.

8 Liabilities and insurance

If there are additional *Client's Liabilities*

(2)

(3)

These are additional *Client's* liabilities

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the *works* for any one event is

£5,000,000

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

£5,000,000 of the minimum amount required by law if that is greater

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

Nil

## Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

Option W1 or W2 is used

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Foss House  
York  
United Kingdom

Address for electronic communications

Name (2)

Address for communications

Lateral  
8 City Walk  
Leeds West Yorkshire LS11 9AT  
United Kingdom

Address for electronic communications

The *Adjudicator nominating body* is

The Institution of Civil Engineers

## X5: Sectional Completion NOT USED

If Option X5 is used

The *Completion Date* for each section of the works is

*section*

*description*

*Completion Date*

(1)

-

-

(2)

-

(3)

-

(4)

-

(5)

-

(6)

-

## X7: Delay damages

If Option X7 is used without  
Option X5

Delay damages for Completion of the whole of the works  
are

263.81

per day

If Option X7 is used with  
Option X5

Delay damages for each section of the works are

*section*

*description*

*amount per day*



(1)	-	-
(2)	-	-
(3)	-	-
(4)	-	-
The delay damages for the remainder of the works are		-

## X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

The period after the Contract Date within which the Contractor is to submit a first Information Execution Plan for acceptance is

The minimum amount of insurance cover for claims made against the Contractor arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

The period following Completion of the whole of the works or earlier termination for which the Contractor maintains insurance for claims made against it arising out of its failure to use the skill and care is

2 weeks

Total of the Prices.

6 years

## X15: The Contractor's design

If Option X15 is used

The period for retention following Completion of the whole of the works or earlier termination is

The minimum amount of insurance cover for claims made against the Contractor arising out of its failure to use the skill and care normally used by professionals designing works similar to the works is, in respect of each claim

The period following Completion of the whole of the works or earlier termination for which the Contractor maintains insurance for claims made against it arising out of its failure to use the skill and care is

6 years

50% of Total of the Prices

6 years

## X16: Retention NOT USED

If Option X16 is used

The ~~retention free~~ amount is

~~Ninety (90) % of the total of the Prices~~

The ~~retention percentage~~ is

~~Fifty (50)~~

%

Retention bond \_\_\_\_\_ The Contractor may/may not give the Client a retention bond (Delete as applicable)

## X18: Limitation of liability

If Option X18 is used	The <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	1.2 times Total of the Prices
	For any one event, the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the Client's property is limited to	50% Total of the Prices
	The Contractor's liability for Defects due to its design which are not listed on the Defects Certificate is limited to	50% Total of the Prices
	The Contractor's total liability to the Client for all matters arising under or in connection with the contract, other than excluded matters, is limited to	Total of the Prices
	The <i>end of liability date</i> is	6 years after the Completion of the whole of the works

## Y(UK)1: Project Bank Account – NOT USED

If Y(UK) 1 is used	The <i>Contractor</i> <u>is</u> to pay any charges made and to be paid any interest paid by the <i>project bank</i> .
	The account holder <u>is the Contractor.</u>

## Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due	The period for payment is 21 days after the date on which payment becomes due
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## Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used	term	beneficiary
	No terms under this contract	No beneficiaries under this contract
If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	The provisions of Options Y(UK)1	Named Suppliers

## **Z: Additional conditions of contract**

Option Z is used                      The *additional conditions of contract* are

### **Z1 Correctness of Site Information and other documents**

**Z1.1** Site Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the *Client*, but is not warranted correct. Clause 60.3 does not apply to such Site Information and the *Contractor* is responsible for checking the correctness of any such Site Information they rely on for the purpose of pricing for or providing the *works*.

**Z1.2** Information regarding construction methods or processes referred to in pre contract health and safety plans are provided in good faith by the *Client* but are not warranted correct (except for the purpose of promoting high standards of health and safety) and the *Contractor* is responsible for checking the correctness of any such information they rely on for the purpose of pricing for, or providing the *works*.

### **~~Z 2A: Risk transfer: Physical conditions within the Site NOT USED~~**

~~Clause 60.1 (12) is deleted from this contract.~~

### **Z 2B: Water levels: *Contractor's* risk**

Clause 60.1 (12) second bullet point is amended to: "are not weather conditions or floods and"

### **Z3 Prevention: No change to prices**

Delete first sentence of clause 62.2 and replace with:

"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the *Completion Date* and Key Dates assessed by the *Contractor*. Quotations for the compensation event described in 60.1(19) comprise any delay to the *Completion Date* and Key Dates assessed by the *Contractor*.

Delete 'The' At start of clause 63.1 and replace with:

"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the..."

### **Z 4 Schedule of Cost Components and Prices (Option A)**

**Z4.1** Where a rate is included in the Framework Pricing Schedule, the Prices in the Activity Schedule should be used in assessing the Price for Work Done to Date.

**Z4.2** Where there is no rate in the Framework Pricing Schedule the Schedule of Cost Components in the NEC4 ECC should be used.

### **Z10 Payments to subcontractors, sub consultants and suppliers**

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for *works* unless another alternative and appropriate form is proposed and agreed in accordance with clause 26.3. Payment to subcontractors will be 28 days from the assessment date.

If the *Contractor* does not achieve payments within these timescales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services or goods.

Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

### **Z11Y(UK) 3 The Contracts (Rights of Third Parties) Act 1999**

Z11.1 The *Contractor* warrants all design complies with the contract whether undertaken by the *Contractor* or by sub-contractors.

Z11.2 All contracts for design employed by the *Contractor* must include:

- Y(UK)3 The Contracts Rights of Third Parties) Act 1999
- A requirement for the *Contractor's* sub-contractor to hold Professional indemnity insurance to the same level as the cover specified for the *Contractor* in this Call-off contract
- A clause to give the *Client* (the Environment Agency) the right to enforce the provisions of the Contracts (Right of Third Parties) Act 1999,
- A clause to ensure that neither the *Contractor* nor their sub-contractor can alter the provisions of their sub-contract without the consent of the *Client*
- A clause to ensure that the *Client's* rights against the sub-contractor under this agreement shall be subject to the same conditions, limitations and exclusions as apply to the *Contractor's* rights against the design consultant under this agreement
- A clause to state that except as provided in clause Z11.1, the agreement does not create any right enforceable by any person who is not a party to it (Other Party) under the Contracts (Rights of Third Parties) Act 1999, but the clause does not affect any right or remedy of any other party which exists or is available apart from that Act.

## **Z16 Disallowed Costs**

Add the following bullets to clause 11.2 (26) Disallowed costs

- was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.
- was incurred as a result of the *Client* issuing a Yellow or Red Card to prepare a Performance Improvement Plan.
- was incurred as a result of rectifying a non-compliance with the call off contracts following an audit.

## **~~Z19 Linked contracts NOT USED~~**

~~Delays and additional cost on this contract resulting from the *Contractor's* fault or error on a previous contract on this project or programme will be a Disallowable cost under this contract and not be a Compensation event under this contract.~~

## **~~Z20 Defect Dates for Sections NOT USED~~**

~~Where a section of the works is defined and is located in a separate area of the Site, the time to the defects date for that section is the defined period after the Completion of that section, and is defined in the Contract Data.~~

## **Z21 Requirement for Invoice**

Add the following sentence to the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Project Manager's* certificate.

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Project Manager* has not issued a certificate which

should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

## **Z22 Resolving Disputes**

Delete W2.1

## **Z23 Risks and insurance**

Replace clause 84.1 with the following

Insurance certificates are to be submitted to the *Client* on an annual basis.

## **Z31 :Price Adjustment for Inflation (ECC Op A Version)**

The *Client* recognises the ongoing pricing uncertainty with regards to inflation. The *Client* will mitigate this uncertainty through this clause.

Z31.1 Defined terms:

- a) The index is Office for National Statistics (ONS) CPI (UK, 2015=100).
- b) The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date.
- c) The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due.
- d) The Price Adjustment Factor (PAF) at each date of assessment of an amount due is  $0.9((L-B)/B)$ .

Z31.2 Application rules.

The provisions of this clause [Z31] shall apply provided that:

- a) The Price for Work Done to Date is less than or equal to the total of the Prices  
and
- b) Inflation remains positive i.e. L is greater than B.

Z31.3 Price Adjustment Factor.

If an index is changed after it has been used in calculating a PAF, the calculation is not changed. The PAF calculated at the last assessment date before the *Completion Date* for the whole of the *works* is used for calculating an amount for price adjustment after that date.

## **Z111 ECC - Fee adjustment for non compliance with Scope**

Delete existing 11.2 (10) and replace with the following clause

The Fee is the amount calculated by applying the *fee percentage* to the Defined Cost excluding the cost of Sub-contractors that have not complied with procurement by best value processes as defined in the Scope. 80% of the *fee percentage* is applied to the amount of the Defined Cost for Sub-contractors that have not complied with procurement by best value processes as defined in the Scope.



**PART TWO – DATA PROVIDED BY THE CONTRACTOR**

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

**1 General**

The *Contractor* is

Name	Jackson Civil Engineering
Address for communications	30 Whitehouse Road, Ipswich, Suffolk, IP1 5LT
Address for electronic communications	
The <i>fee percentage</i> is	%
The <i>working areas</i> are	The site, Site compound, Jackson Regional Offices, WFH, Temporary Access Routes, Material laydown areas, Areas of fabrication

The *key persons* are

Name (1)	
Job	
Responsibilities	CV supplied
Qualifications	As above
Experience	As above
Name (2)	
Job	
Responsibilities	CV supplied
Qualifications	As above
Experience	As above

The following matters will be included in the Early Warning Register

## 2 The *Contractor's* main responsibilities

If the *Contractor* is to provide Scope for its design      The Scope provided by the *Contractor* for its design is in

## 3 Time

If a programme is to be identified in the Contract Data      The programme identified in the Contract Data is

S4028-ConstrPrgm-  
TCSAB-Rev 2\_220824

If the *Contractor* is to decide the *Completion Date* for the whole of the *works*      The *Completion Date* for the whole of the *works*

13/06/2025

## 5 Payment

The *activity schedule* is

Included, 260724-CSAB-  
Pricing Schedule  
Jackson CE

The tendered total of the Prices is

£541,809

## Resolving and avoiding disputes

If Option W1 or W2 is used      The *Senior Representatives* of the *Contractor* are

Name(1)

Address for communications

30 Whitehouse Road, Ipswich, Suffolk,  
IP1 5LT

Address for electronic communications

Name(2)

Address for communications

30 Whitehouse Road, Ipswich, Suffolk,  
IP1 5LT

Address for electronic communications

If Option W3 is used and the number of members of the Dispute Avoidance Board is three

The *Contractor's* nomination for the Dispute Avoidance Board is

Name

Address for communications

30 Whitehouse Road, Ipswich, Suffolk, IP1  
5LT

Address for electronic communications



## Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

Not applicable

*named suppliers* are

## Data for the Short Schedule of Cost Components

The *people rates* are

category of person

unit

rate

Project Manager

Hr

Site Agent

Hr

Site Engineer

Hr

QS

Hr

The published list of Equipment is the edition current at the Contract Date of the list published by

CECA Schedule of dayworks

The percentage for adjustment for Equipment in the published list is

% (state plus or minus)

The rates for other Equipment are

Equipment

rate

The rates for Defined Cost of manufacture and fabrication outside of the Working Areas by the *Contractor* are

Category of person

rate

The rates for Defined Cost of design outside the Working Areas are

Category of person

rate

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\_\_\_\_\_

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The categories of design people whose traveling expenses to and from the Working Areas are included in Defined Cost are

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