



Engineering and Construction Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

Contract Data Forms

June 2017

(with amendments January 2023)

Template version history

20240708 V3.0	Draft
20240709 V4.0	Final
20240927 V5.0	Final (post scope consultation)
20250113 V6.0	Post Tender update

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 Fairfield Control Systems Limited for the design and build of hydraulics and controls upgrades at four 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

Environment Agency (*Client*)

[Redacted]

. Name

. Signature

Programme Specialist Position

[Redacted] 21 January 2025 Date

Fairfield Control Systems Limited. (*Contractor*)

[Redacted]

[Redacted] Signature

AOMR Framework Director Position

16 January 2025 Date

(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

To upgrade/replace the existing control system and hydraulic elements as required at each of the following lock sites in order to ensure the continued reliable function of the assets:

Hambleton Lock - SU 7820 8515

Marsh Lock – SU 7740 8167

Boveney Lock – SU 9445 7776

Osney Lock – SP 5030 0584

Shiplake Lock – SU 7741 7862

Sunbury Lock - TQ1033 6792

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

Address for communications

Mott MacDonald
10 Fleet Place
London EC4M 7RB

Address for electronic communications

The *Supervisor* is

Name

Address for communications

Arcadis, 2nd Floor, Tempus Court, Onslow
Street, Guildford GU1 4SS

Address for electronic communications

The Scope is in

AOMR-Lot2-ECC-Scope-Thames Locks Hydraulics
and Controls Upgrade100125_V4.0

The Site Information is in

Appendix 6, Site Information and Appendix 4,
Supplementary Information.

The *boundaries of the site* are

Appendix 6, Site Information – Access
Plans

The *language of the contract* is

English

The *law of the contract* is the law of

the law of England and Wales, subject to
the jurisdiction of the courts of England and
Wales

The *period for reply* is

2 weeks

except that

- The *period for reply* for

Design and technical
report reviews

is

2 weeks

- The *period for reply* 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

16/01/2025

The *access dates* are

part of the Site

date

(1) All areas of the Site

16/01/2025

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

01/09/2025

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 is
- The *defect correction period* for is

5 Payment

- The *currency of the contract* is the
- The *assessment interval* is
- The *interest rate* is % per annum (not less than 2) above the rate of the bank
- If the period in which payments are made is not three weeks and Y(UK)2 is not used
- The period within which payments are made is

6 Compensation events

The place where weather is to be recorded are

Marsh / Hambleden - Henley On Thames: Lat 51.5353, Long -0.9014
Boveney - Windsor Youth Hostel: Lat 51.4864, Long -0.6297.
Osney, Oxford: Lat 51.74909, Long -1.272781
Shiplake, Shiplake College Lat 51.498056, Long -0.894167
Sunbury, Elmbridge Excel Leisure Complex Lat 51.23559, Long -0.24461.

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:

The *weather measurements* are supplied by

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at

Marsh / Hambleden - Henley On Thames: Lat 51.5353, Long -0.9014
Boveney - Windsor Youth Hostel: Lat 51.4864, Long -0.6297.
Osney, Oxford: Lat 51.74909, Long -1.272781
Shiplake, Shiplake College Lat 51.498056, Long -0.894167
Sunbury, Elmbridge Excel Leisure Complex Lat 51.23559, Long – 0.24461.

and which are available from

Met Office

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

Not used

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

These are additional *Client's* liabilities

NONE

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

£1,000,000

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

(1) NONE

(2)

(3)

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

Address for electronic communications

Name (2)

Foss House
York
United Kingdom

Address for communications

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

Address for electronic communications

[REDACTED]

The *Adjudicator nominating body* is

The Institution of Engineering and
Technology

X5: Sectional Completion -

If Option X5 is used

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

<i>section</i>	<i>description</i>	<i>Completion Date</i>
(1)	Phase 1 – Surveys and Design	17/07/2025
(2)	Contract completion	01/09/2025
(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

[REDACTED] per day

If Option X7 is used with
Option X5

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	Phase 1 – Surveys and Design	219.91
(2)	Contract completion	263.81
(3)	–	–
(4)	–	–
The delay damages for the remainder of the <i>works</i> are		–

X10: Information modelling

If Option X10 is used

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

2 weeks

If no *information execution plan* is

identified in part two of the Contract Data

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

Value of the contract.

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

6 years

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

50% of Contract value

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

~~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 Contractor's liability to the Client for indirect or consequential loss is limited to

1.2 time the Contract Price

For any one event, the Contractor's liability to the Client for loss of or damage to the Client's property is limited to

50% value of the Contract

The Contractor's liability for Defects due to its design which are not listed on the Defects Certificate is limited to

50% value of the Contract

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

Value of the Contract

The *end of liability date* 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 *Contractor* is to pay any charges made and to be paid any interest paid by the *project bank*.

The account holder is the Contractor.

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 days after the date on which payment becomes due

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.

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

Fairfield Control Systems Limited

Address for communications

Randall Parkway
Retford, Nottinghamshire
DN22 7WF

Address for electronic communications

sales@fairfields.co.uk

The *fee percentage* is

%

The *working areas* are

Hambleton Lock - SU 7820 8515
Marsh Lock – SU 7740 8167
Boveney Lock – SU 9445 7776
Osney Lock – SP 5030 0584
Shiplake Lock – SU 7741 7862
Sunbury Lock - TQ1033 6792

The *key persons* are

Name (1)

Job

AOMR Framework Director

Responsibilities

Overall Responsibility for the Project
Delivery under the AOMR Framework

Qualifications

Experience

CV Attached

Name (2)

Job

AOMR Framework Manager

Responsibilities

Project management of the hydraulic and
control upgrade project delivery, including
technical and commercial aspects.

Qualifications

Experience

CV attached

The following matters will be included in the Early Warning Register

--

2 The *Contractor's* main responsibilities

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

AOMR-Lot 2-ECC-
Scope-Thames Locks
Hydraulics and Controls
Upgrade_10012025_V4

3 Time

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

Appendix A
QEAFE0003 Thames
Locks Hydr & Control
Upgrade Program A05

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

5 Payment

The *activity schedule* is

Appendix B - Activity schedule
(AO4)

The tendered total of the Prices is

£407,150.28

Resolving and avoiding disputes

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

Name(1)

Address for communications

Randall Parkway
Retford, Nottinghamshire
S80 3QH

Address for electronic communications

Name(2)

Address for communications

Randall Parkway
Retford, Nottinghamshire
S80 3QH

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

Address for electronic communications

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

If Option Y(UK)1 is used

The *project bank* is

named suppliers are

Data for the Short Schedule of Cost Components

The *people rates* are as per the AOMR Framework Workbook plus below:

category of person

unit

/rate

Commissioning Engineer	Hour (Mon -Fri 08:00 to 16:00)	<input type="text"/>
Site Manager	Hour (Mon -Fri 08:00 to 16:00)	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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

NA

The percentage for adjustment for Equipment in the published list is

% (state plus or minus)

The rates for other Equipment are

Equipment

rate

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>