

## NEC4 Contract Tool

This tool is used to create standard Contract Documents using pre-determined parameters

When started you will see the following tabs

### Start-up

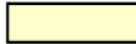
1. Supplier Guidance
2. Data Part 2 (input)
3. Cover Sheet
4. Data Part 1
5. CD for X
6. Data Part 2
7. Contract Execution

## PART 1

### 1. Data Part 2 (input)

There are multiple sections to complete

You can only fill in sections in yellow;



If you want to change any section in the yellow boxes, just overwrite the entries

If you press the 'Clear Data Part 2' button you will be prompted to confirm this action

Once you have completed all your sections save the document and return this to the Client

Requirement	Collect / Refresh Data		Clear Data	Guidance
Compulsory	Contract Name	Church Wilne ESE ECC		Automatically drawn from your contract
Compulsory	Project Name	Church Wilne ESE ECC		Manually enter Align with project name on Procurement Strategy
Compulsory	SOP Project Code	ENVMMI0002028C		Automatically drawn from your contract (format ENVXXXXXXX)
Compulsory	SOP Task Code	Pre-Gateway		A different 'Task Code' will be needed for each gateway that the project goes through (e.g. SOC, OBC, FBC)
Compulsory	Contract Option	Option C		Automatically drawn from your contract (Typically Options would be Option A, C or E)
Complete after PO is raised	Purchase Order Number	insert PO number when known		This can be entered after the contract is formed and uploaded. The CSO/BSO will do this
Complete after Contract is published on Bravo	Contract number	insert contract number [provided by Bravo]		This number is obtained from Artemis, obtain from your DGC colleague
Compulsory	Geographic Area	Midlands		Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab)
Compulsory	Delivery Hub / CDT	East Midlands (EMD)		Automatically drawn from the dropdown in the contract
Compulsory for raising a Requisition for a PO	Project Executive Name			Manually enter
Compulsory for raising a Requisition for a PO	Commercial Lead (DGC or CSM):			Manually enter
	FastDraft User(s) (lines 12 and below?)			Manually enter
PSC Only ; Compulsory	Client Service Manager			The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft
PSC Only ; Optional	Client FastDraft View	Not applicable		Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract ('viewer' role is needed on all contracts)
PSC Only ; Compulsory	Consultant Manager	Not applicable		The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft
PSC Only ; Compulsory	Consultant Manager (email address)	Not applicable		Insert email address
PSC Only ; Compulsory	Consultant FastDraft Application for Payment access	Not applicable		Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
PSC Only ; Optional	Consultant FastDraft View	Not applicable		Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract
ECC Only ; Compulsory	ECC PM Manager			The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft
ECC Only ; Optional	ECC PM FastDraft View			Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract
ECC Only ; Optional	Supervisor	TBC		The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
ECC Only ; Compulsory	Contractor Contracts Manager			The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft
ECC Only ; Compulsory	Contractor Contracts Manager (email address)			Insert email address
ECC Only	Contractor FastDraft Application for Payment access			Those individuals from the Contractor's organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract
ECC Only ; Optional	Contractor FastDraft View			Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract
Compulsory	Framework	Collaborative Delivery Framework		Automatically drawn from the selected Framework in the contract
CDF & CSF Only	Lot Number			Click adjacent cell and Use Dropdown: Lot 1 / Lot 2
Compulsory	EA Project Manager			Automatically drawn from the named EA Project Manager (Data Part 1 (input))
Compulsory	Supplier			Automatically drawn from the selected Supplier in the contract (Company Name)
Compulsory	Contract Value			ESSENTIAL FIELD: Option A or C the Total of the Prices. Option E the Forecast Total of the Defined Cost plus Fee
Compulsory	Stage of delivery	Other		Click adjacent cell and Use Dropdown: Selection will be in accordance with the options available for the respective framework
Expected on CDF	Partner contract	n/a		Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation
Compulsory	Commencement date	24th July 2023		ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Compulsory	Completion date	24th November 2023		ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract
Optional	Are sectional completion dates used?	No		Automatically drawn from the contract if option X5 has been used (Yes / No)
Compulsory	Are additional compensation events used?	Yes		Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used (Yes / No)
Compulsory	Defects Period (weeks)	52 weeks		Automatically drawn from your contract (Number of weeks)
Compulsory	Delay Damages Amount (£) and unit	Nil		Automatically drawn from the contract if option X7 has been used (£ per day)
Compulsory to check	Sectional Delay Damages	No Sectional Delay Damages		Automatically drawn from the contract if option X5 and X7 has been used (Apply / Do Not Apply)

The Contract must be submitted to your Portfolio Assurance and Support Commercial Services Manager before submission for upload by CSO/BSO.

Signature Box

Name

Date

**Incomplete contracts will be returned for proper completion before upload.**

Revision	Date Issued	Notes	
1.9.2	14/06/2023	Carbon CE change, PBA, schedule amendments and updates	
1.9.1	05/04/2023	Address update	
1.9.0	24/03/2023	Update for contract extensions, Z clause adjustments	
1.8.5	13/12/2022	Address updates, Fastdraft reset	
1.8.4	31/05/2022	Address updates and minor changes and updates	
1.8.3	11/11/2021	Address updates	
1.8.2	01/10/2021	Address update	
1.8.1	27/08/2021	COVID Instruction update, new Z Clause and Supplier address update	
1.8.0	08/07/2021	M&C PSC added, Supplier name change, partner contract removed	
1.7.4	08/04/2021	COVID Instruction update and additional guidance added	
1.7.3	07/04/2021	Revision Log added, FastDraft amendment	
1.7.2	21/01/2021	Location dropdown amendment	
1.7.1	16/12/2020	M&M Y(UK)3 changes	PII threshold
1.7.0	02/11/2020	Work stage and scope function added	COVID instruction Nov 2020 - March 2021
1.6.9	n/a	Internal working document	
1.6.8	27/07/2020	Liability value adjustments	
1.6.7	13/07/2020	Supplier address change	COVID instruction July - Oct 2020
1.6.6	n/a	Internal working document	
1.6.5	14/05/2020	Location dropdown amendment	
1.6.4	14/04/2020	COVID Instruction and remove clearing code	COVID instruction April - June 2020
1.6.3	17/02/2020	Partnering Option removed	
1.6.2	21/11/2019	National location added	Liability table
1.6.1	15/11/2019	Supplier name amended	Contract Front sheet
1.6	26/09/2019	FastDraft abstraction added	
1.5.4	09/09/2019	Liabilities and Insurances changes (2 versions fixed / variable)	
1.5.3	13/08/2019	Pain Gain share review	
1.5.2	06/08/2019	Linking retention, X18	
1.5.1	06/08/2019	Update dropdown links	
1.5	03/08/2019	Button alignment	
1.4.9	31/07/2019	Marine & Coastal addresses added	
1.4.8	25/07/2019	RMA version of EA Contract Tool	
1.4.7	05/07/2019	Project Bank Account	
1.4.6	14/06/2019	Functional updates	
1.4.5	07/06/2019	Supplier selection update	
1.4.4	n/a	Internal working document	
1.4.3	20/05/2019	Functional updates and testing	
1.4.2	15/05/2019	Functional updates and testing	
1.4.1	15/05/2019	Functional updates and testing	
1.4	14/05/2019	Company addresses provided	
1.3	01/05/2019	Guidance notes added	
1.2	02/04/2019	Functional updates and testing	
1.1	27/03/2019	Final Draft	
1.0	n/a	Internal working document	
1	n/a	Internal working document	
0	21/03/2019	First Draft	

**The Contractor Is**

[REDACTED]		
		Email address for communications
		The fee percentage is
As detailed in the scope		The working areas are

Name and address etc. of Contractor

Enter email address

Insert the relevant framework tendered fee percentage

**The key persons are**

	Name (1)
	Job
	Responsibilities
	Qualifications
	Experience
	Name (2)
	Job
	Responsibilities
	Qualifications
	Experience
	Name (3)
	Job
	Responsibilities
	Qualifications
	Experience
Insert name	Name (4)
Insert job	Job
Insert responsibilities	Responsibilities
Insert qualifications	Qualifications
Insert experience	Experience

Name the *key persons* to be working on the contract

**The following matters will be included in the Early Warning Register;**

[illegible]

These are Items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

## 2 The Contractor's main responsibilities

If the Contractor is to provide scope for its design

N/A The Scope provided by the Contractor for its design is in

Insert details of where the Scope is Identified

### 3 Time

N/A	The programme identified in the Contract Data is;
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This is optional and is inserted if a programme is being initially provided

### 5 Payment

N/A	The activity schedule is
E22,519.40	The Client set total of the Prices is

Only include and complete if activity schedule Options A or C

### Resolving and avoiding disputes

	Name (1)
	address Line 1
	address Line 2
	address Line 3
	address Line 4
	address Line 5
	address Line 6
	Email address for communications
	Name (2)
	address Line 1
	address Line 2
	address Line 3
	address Line 4
	address Line 5
	address Line 6
	Email address for communications

Enter postal address

Enter email address

Enter postal address

Enter email address

X10: Information modelling;

The information execution plan identified in the Contract Data is;

insert details

If an *information execution plan* is to be identified in the Contract Data

X10 is always used



**Framework:** Collaborative Delivery Framework  
**Supplier:** Jackson Civil Engineering Group Ltd  
**Company Number:** 06778819  
  
**Geographical Area:** Midlands  
**Contract Name:** Church Wilne ESE ECC  
**Project Number:** ENVIMMI0002028C  
  
**Contract Type:** Engineering Construction Contract  
**Option:** Option C  
  
**Contract Number:** C16362  
  
**Stage:** Other

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name Church Wilne ESE ECC

Project Number ENVIMMI0002028C

This contract is made on 13 July 2023  
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 and Framework Agreement Extension dated and signed 1st April 2023 between the *Client* and the *Contractor* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference  
ECC Scope New ECC Church Wilne.doc v1, dated 24th March 2023.

Part One - Data provided by the *Client*  
Statements given in  
all Contracts

1 General

The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and the secondary Options of the NEC4 Engineering and Construction Contract June 2017.

Main Option	Option C	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X15: *Contractor's* design
- X18 Limitation of Liability
- X20: Key Performance Indicators
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: *Additional conditions of contract*

The *works* are

To review, provide advice and comment on the feasibility of the proposed options developed by Jacobs and reviewed by the Ecological Services Framework 3 (EcoSF3) consultant (Aecom), this includes reviewing the designs. With the likelihood of Ground Investigation to follow on the same contract by way of Compensation Event.

The *Client* is

Address for communications

Address for electronic communications

The *Project Manager* is

Address for communications

Address for electronic communications

The *Supervisor* is

Address for communications

Address for electronic communications

The Scope is in  
ECC Scope New ECC Church Wilne.doc v1, dated 24th March 2023.

The Site Information is in  
ECC Scope New ECC Church Wilne.doc v1, dated 24th March 2023.

The *boundaries of the site* are  
ECC Scope New ECC Church Wilne.doc v1, dated 24th March 2023.

The *language of the contract* is English

The *law of the contract* is  
*the law of England and Wales, subject to the jurisdiction of the courts of England and Wales*

The period for reply is 2 weeks

The following matters will be included in the Early Warning Register

Early warning meetings are to be held at intervals no longer than 2 weeks

## 2 The Contractor's main responsibilities

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

'none set' 'none set'

'none set' 'none set'

'none set' 'none set'

The *Contractor* prepares forecasts of the total Defined  
Cost for the whole of the *works* at intervals no longer  
than 4 weeks

## 3 Time

The *starting date* is 24th July 2023

The *access dates* are  
part of the Site date

whole of the site, people, documents 24th July 2023

The *Contractor* submits revised programmes at  
intervals no longer than 4 weeks

The *Completion Date* for the whole of the *works* is 24th November 2023

The *Client* is not willing to take over the *works* before the Completion Date

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 plan is 4 weeks

The period between Completion of the whole of the *works* and the *defects date* is 52 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 £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is £22,519.40

The *interest rate* is 2.00% per annum (not less than 2) above the  
Base rate of the Bank of England

The *Contractor's share percentages* and the *share ranges* are

	<i>share range</i>			<i>Contractor's share percentage</i>
less than		80 %		0 %
from	80 %	to	120 %	as set out in Schedule 17
greater than		120 %		as set out in Schedule 17

#### 6 Compensation events

The place where weather is to be recorded is Nottingham, Watnall (Weather Station) Location 53.005, -1.25

The *weather measurements* to be recorder for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

- 1.
- 2.
- 3.
- 4.
- 5.

The *weather measurements* are supplied by

The *weather data* are the records of past weather measurement for each calendar month which were recorded at , Watnall (Weather Station) Location 5 and which are available from Met Office

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

Jan	Jul
Feb	Aug
Mar	Sep
Apr	Oct
May	Nov
Jun	Dec

These are additional compensation events

1. Ground Investigation
2. The working areas are flooded
3. When water levels exceed the 1:10 AEP at the nearest level



4. 'not used'
5. 'not used'

## 8 Liabilities and insurance

These are additional *Client's* liabilities

- 1 'not used'
- 2 'not used'
- 3 'not used'

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

£15,000,000

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

not less than the amount required by law

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

## Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is

'to be confirmed'

Address for communications

'to be confirmed'

Address for electronic communications

['to be confirmed'](#)

The *Adjudicator nominating body* is

The Institution of Civil Engineers

## Z Clauses

### 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* .

### 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 The Schedule of Cost Components

The Schedule of Cost Components is as detailed in the Framework Schedule 9.

## Z 6 Payment for Work

Delete existing clause 11.2 (31) and replace with:

"11.2 (31) The Price for Work Done to Date is the total Defined Cost which the *Project Manager* forecasts will have been paid by the *Contractor* before the next assessment date plus the Fee. In all instances and circumstances the Price for Work Done to Date shall not exceed the forecast for the same as provided under clause 20.4."

## Z7 Contractor's share

After c154.2 and before c154.3, insert the following additional clause:

54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Contractor.

## Z10 Payments to subcontractors, sub consultants and

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

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 Framework Agreement and/or any call off contracts following an audit.

## 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 ECC – Price Adjustment for Inflation

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

Z31.1 Defined terms:

- The index is Office for National Statistics (ONS) CPI (UK, 2015=100).
- The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date.
- The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due.
- 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:

- The Price for Work Done to Date is less than or equal to the total of the Prices and
- 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.

Z31.4 Price adjustment Options A and B.

**NOT USED**

Z31.5 Price adjustment Options C and D.

Each time the amount due is assessed, an amount for price adjustment is added to the total of the Prices which is the change in the Price for Work Done to Date since the last assessment of the amount due multiplied by  $(PAF/(1+PAF))$ .

Z31.6 Compensation events.

**NOT USED**

**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.

## Secondary Options

### OPTION X2: Changes in the law

The *law of the project* is the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

### OPTION X7: Delay damages

**X7 only** Delay damages for Completion of the whole of the *works* are *Nil* per day

### OPTION X10: Information modelling

The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is 2 weeks

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use skill and care normally used by professional providing information similar to the Project Information is, in respect of each claim £5,000,000

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

### OPTION X15: The *Contractor's* design

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 skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim £5,000,000.00

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

### OPTION X18: Limitation of liability

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000

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

£1,000,000  
The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to £5,000,000

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 £5,000,000

The *end of liability date is* 6 years after the Completion of the whole of the *works*

### OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17.

A report of performance against each Key Performance Indicator is provided at intervals of 3 months.

### Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which payment becomes due

### Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

## 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

Address for communications

Address for electronic communications

The *fee percentage* is

The *working areas* are

As detailed in the scope

The *key persons* are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

The *key persons* are

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

The *key persons* are

Name (3)  
Job  
Responsibilities  
Qualifications  
Experience

The *key persons* are

Name (4)  
Job  
Responsibilities  
Qualifications  
Experience

The following matters will be included in the Early Warning Register

Brexit

Inflation

**2 The Contractor's main responsibilities**

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

N/A

**3 Time**

The programme identified in the Contract Data is

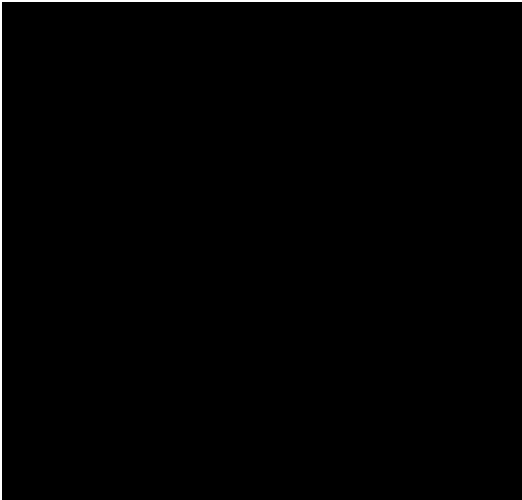
N/A

**5 Payment**

The *activity schedule* is  
N/A

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Contractor* are



**X10: Information Modelling**

The *information execution plan* identified in the Contract Data is

# Contract Execution

*Client* execution

Signed Underhand by [I AMY KING for and on behalf of the Environment Agency

[Redacted Signature]

Signature Date Role

*Contractor* execution

Signed Underhand by [PRINT NAME] for and on behalf of Jackson Civil Engineering Group Ltd

[Redacted Signature]

[Redacted Signature]

Signature Date Role