

This document is executed as a deed and is delivered and takes effect at  
the date written at the beginning of it



<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	<b>BAM Nuttall Ltd</b>
<b>Company Number:</b>	<b>00305189</b>
<b>Geographical Area:</b>	<b>East</b>
<b>Contract Name:</b>	<b>Bell Weir Refurbishment - Construction Stage</b>
<b>Project Number:</b>	<b>ENV0000714C</b>
<b>Contract Type:</b>	<b>Engineering Construction Contract</b>
<b>Option:</b>	<b>Option C</b>
<b>Contract Number:</b>	<b>C30202</b>
<b>Stage:</b>	<b>Construction</b>

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name Bell Weir Refurbishment - Construction Stage

Project Number ENV0000714C

08 September 2025

- This contract is made on between the Client and the Contractor
- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th 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  
Bell Weir\_ECC Construction Scope\_060825\_v7.doc

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
Secondary Options			
X2: Changes in the law			
X5: Sectional Completion			
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)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 conditions of contract			

The works are

To provide a weir that can be safely and reliably operated and maintained in accordance with current client practice. Bell Weir requires replacement of steel gates, upgrade of M&E equipment, replacement of walkways, substructure repairs, installation of a fish pass. The project further includes within its scope provision of scour protection work to a section of river embankment 60m downstream of the weir.

The Client is Environment Agency

Address for communications Horizon House  
Deanery House  
Bristol  
BS1 5AH

Address for electronic communications

The Project Manager is

Address for communications EnvironmentAgency  
Horizon House  
Deanery House  
Bristol

Address for electronic communications BS1 5AH

The Supervisor is TBC

Address for communications TBC

Address for electronic communications

The Scope is in  
Bell Weir\_ECC Construction Scope\_060825\_v7.doc



The Site Information is in  
Site Information ENV0000714C-JAC-ZZ-ZZ-DT-Z-0001 <https://adoddleak.asite.com/Ink/KExxke4HMAR6exUnLq8n>

The boundaries of the site are  
ENV0000714C-JAC-ZZ-00-DR-C-1003 Boundaries of the Site <https://adoddleak.asite.com/Ink/EX5gMBah4Kbbg8SrQ6Rr>

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  
Red Board Days

River Flows

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'

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 06 October 2025

The access dates are  
part of the Site

date

Asite Workspaces 10 October 2025

Fastdraft 10 October 2025

Main Compound 05 February 2026

Satellite Compound 05 February 2026

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

The Completion Date for the whole of the works is 15 May 2028

The Client is 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 New weir gates inoperable is 1 Week
- The defect correction period for Safety issue for the public is 24 Hours

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The Client set total of the Prices is £14,515,101.57

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

share range Contractor's share percentage

less than 80 % to 120 % as set out in Schedule 17 0 %

from 80 % to 120 % as set out in Schedule 17 0 %

greater than 120 % as set out in Schedule 17

6 Compensation events

The place where weather is to be recorded is Met Office Weather at Heathrow (Middlesex)

- 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:

- 
- 
- 
- 
- 

The weather measurements are supplied by Met Office Weather Station Heathrow (Middlesex)  
The weather data are the records of past weather measurement for each calendar month  
which were recorded at The Met Office Weather Station at Heathrow (Middlesex)  
and which are available from i://www.metoffice.gov.uk/pub/data/weather/uk/climate/stationdata/heathrowdat

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

- Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
- The number of red board days in each month following notices issued by the Environment Agency for the River Thames between Old Windsor Lock and Penton Hook Lock exceeds the number given below: Apr - 4 days, May - 2 days, June - 0 days, July - 0 days, Aug - 0 days, Sept - 0, Oct - 1, Nov - 7 days, Dec - 9 days, Jan - 17 days, Feb - 10 days, Mar - 9 days
- The Contractor is not able to efficiently complete section (1) works by the working season sectional completion date due to red boards preventing completion of the works within that season. This will extend the time required to reach sectional completion to the following working season
- Removal from the watercourse of deposits where there is a risk they could interfere with the operation of the weir, watercourse, or works, or have a detrimental environmental or reputational impact
- Any previously unknown Archaeology discovered on Site during the works
- Any protected or invasive species found within the Site not previously identified at the Site in the project Environmental Report or included in the project EAP (Version C04)
- Any elements works defined as section (1) works, as specified in S402 of the Scope which cannot be handed back to the Client by the Contractor due to red boards preventing completion of these works within the working season
- The Contractor is requested to provide continuous supervision to Others, should Others not provide suitably qualified staff

8 Liabilities and insurance

These are additional Client's liabilities

- Any asbestos found by the asbestos Refurbishment / Demolition Survey as detailed in S706 of the Scope.
- Any lead paint found by the Lead Paint Survey as detailed in in S707 of the Scope
- 

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

N/A

Resolving and avoiding disputes

The tribunal is litigation in the courts

The Senior Representatives of the Client are

Address for communications

Environment Agency  
Lateral House  
8 City Walk  
Leeds  
West Yorkshire  
LS11 9AT

Address for electronic communications

Name

Address for communications	#REF!
Address for electronic communications	
The <i>Adjudicator</i> is	'to be confirmed'
Address for communications	'to be confirmed'
Address for electronic communications	<a href="#">'to be confirmed'</a>
The <i>Adjudicator nominating body</i> 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* .

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 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 d54.2 and before d54.3, 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 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 Framework Agreement and/or any call off contracts following an audit.

Z19 Linked contracts

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

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 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:

- 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.

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.

Z120 ECC – Carbon reduction

Ref. (Clause No.)	Clause words
11.2 Definitions	Add as Clause 11.2(36) (36) The Performance Table states the targets the Contractor is to achieve in Providing the Works and sets out the adjustment to payment if a measured performance is higher, the same or lower than its target. The Performance Table is the performance table unless later changed in accordance with the contract.
15.1 Early Warnings	In Clause 15.1 add as a new bullet between the second and third bullet: "• result in a target in the Performance Table not being met,"
Performance Measurements	
57	Add as Clause 57:
57.1	"From the starting date until the Completion Date, the Contractor reports to the Project Manager its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the Contractor's performance against a target in the Performance Table is not achieving or is forecast not to achieve the performance target stated, it submits to the Project Manager for acceptance its proposals for improving performance.  A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target in the Performance Table.
57.3	At the dates stated in the Performance Table, • if the relevant performance does not meet the target stated in the Performance Table, the Contractor pays the amount stated in the Performance Table,  • if the relevant performance exceeds or meets the target stated in the Performance Table, the Contractor is paid the amount stated in the Performance Table.
57.4	Information in the Performance Table is not Scope.
X18	X18.5 add as a new bullet after the fourth bullet: • low performance damages if the Performance Table applies

The performance table is [ECC-carbon-performance-table.xlsx](#)  
the Performance Table for this contract type [form, Partner, Stage] as set out in the Carbon Methodology dated 08 June 2023



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 X5: Sectional Completion

The <i>completion date</i> for each <i>section</i> of the <i>works</i> is		
<i>section</i>	<i>description</i>	<i>completion date</i>
1	Works shall include complete replacement of the walkway and walkway supporting structure of Weir B, and full installation of the replacement mechanised summer boards. These works shall be operational for Sectional Completion of section (1) to be certified. Completion of the fish pass is not required for Sectional Completion for section (1)	17 November 2026

X7 plus X5

Delay damages for each <i>section</i> of the <i>works</i> are		
<i>section</i>	<i>description</i>	<i>amount per day</i>
1	Works shall include complete replacement of the walkway and walkway supporting structure of Weir B, and full installation of the replacement mechanised summer boards. These works shall be operational for Sectional Completion of section (1) to be certified. Completion of the fish pass is not required for Sectional Completion	£528.00

The delay damages for the remainder of the *works* are £528.00

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 12 years

OPTION X15: The *Contractor's* design

The *period for retention* following Completion of the whole of the *works* or earlier termination is 12 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 12 years

OPTION X18: Limitation of liability

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to £5,000,000

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

£5,000,000  
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* 12 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(UK)1:Project Bank Account**

The Contractor is to pay any bank charges made and to be paid any interest paid by the  
*project bank*

**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	<i>beneficiary</i>
No Term under this contract	No Beneficiary under this contract
No Term under this contract	No Beneficiary under this contract
No Term under this contract	No Beneficiary under this contract
No Term under this contract	No Beneficiary under this contract
term	<i>beneficiary</i>
The provisions of Y(UK)1	Not Used

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 BAM Nuttall Ltd

Address for communications St James House  
Knoll Road  
Camberley  
Surrey  
GU15 3XW

Address for electronic communications

The fee percentage is

Option C

The working areas are The site and all locations at which work is undertaken for the benefit of the project, including but not limited to all BAM & Client's offices and premises either temporary or permanent

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

2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in

3 Time

The programme identified in the Contract Data is

Bell Weir Refurbishment BAU.5360-01-33117-PROG-01 Revision 01.pdf

5 Payment

The activity schedule is

Resolving and avoiding disputes

The Senior Representatives of the Contractor are

Name (1) [redacted]  
Address for communications  
St James House  
Knoll Road  
Camberley  
Surrey  
GU15 3XW

Address for electronic communications  
[redacted]

Name (2) [redacted]  
Address for communications  
St James House  
Knoll Road  
Camberley  
Surrey  
GU15 3XW

Address for electronic communications  
[redacted]

X10: Information Modelling

The information execution plan identified in the Contract Data is

Y(UK)1: Project Bank Account

The project bank is

named suppliers are

Contract Execution

Client execution

Signed as a Deed by [PRINT NAME]

for and on behalf of the Environment Agency

[Redacted Signature]

Signature

08/09/2025

Date

[Redacted Role]

Role

In the presence of:

[Redacted Signature]

Signature

08/09/2025

Date

[Redacted Role]

Role

[Redacted Name]

Name [Print]

Address  
c / o Manley House, Kestrel Way,  
Exeter EX2 7LQ

Contractor execution

Signed as a Deed by [PRINT NAME]

for and on behalf of BAM Nuttall Ltd

[Redacted Signature]

Signature

21/8/2025

Date

[Redacted Role]

Role

In the presence of:

[Redacted Signature]

Signature

22/8/2025

Date

[Redacted Role]

Role

[Redacted Name]

Name [Print]

Address  
St James House, Knoll Road, Camberley,  
GU15 3XW

(Named Attorneys are authorised to execute contracts on behalf of BAM Nuttall Limited pursuant to Power of Attorney dated 24 March 2025)