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NEC4 Engineering and Construction Contract [ECC]	ECC Option C
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Swan Draw Dock (Delivery Agreement)

Balfour Beatty

Delivery Agreement

(NEC4 engineering and construction contract)

THIS AGREEMENT is made on 27/01/2025 202[]

BETWEEN:

Environment Agency whose registered office is at Horizon House, Deanery Road, Bristol, BS1 5AH
(the 'Client')

AND

Balfour Beatty Civil Engineering Ltd (Registered Number 04482405) whose registered office is at 5 Churchill Place, Canary Wharf, London E14 5HU, an agent of Balfour Beatty Group Limited a company incorporated under the Companies Acts (company number 00101073) whose registered office is at 5 Churchill Place, Canary Wharf, London E14 5HU ("**the Contractor**") for the Services of the *works* as set out in the Scope under this agreement.

Whereas:

This Agreement is made pursuant to the Framework Agreement dated **21/11/2022** made between **Scape Procure Limited** (registered number 09955814) whose registered office is at 2nd Floor, East West Building, Tollhouse Hill, Nottingham NG1 5AT and the *Contractor* (the 'Framework Agreement') and incorporates those provisions of the Template Service Agreement set out in the Framework Agreement.

IT IS AGREED as follows: -

1. Definitions

Terms and expressions defined in (or definitions referred to in) the *conditions of contract* and/or the Framework Agreement have the same meanings in this Delivery Agreement.

This Agreement contains the entire agreement between the parties relating to the works and supersedes any previous agreement, understandings or arrangements between the Parties in relation to the Works (including but not limited to any pre-construction services agreement, letter of intent or letter of instruction). Any works or services performed by the Contractor prior to the date of this Agreement in relation to the works pursuant to any previous agreement, understanding or arrangement are deemed to have been performed pursuant to and subject to the terms of this Agreement and any amounts paid pursuant to any such agreement, understanding or arrangement are to be treated as having been paid on account as a Defined Sum.

2. The Contractor's obligations

The *Contractor* provides the Works and Services and complies with his obligations, acting as the *Contractor* in accordance with the conditions of contract set out in the Contract Data herein.

3. The Client's obligations

The *Client* pays the amount of money and complies with its obligations in accordance with the conditions of contract set out in the Contract Data herein.

4. Documents forming this Agreement

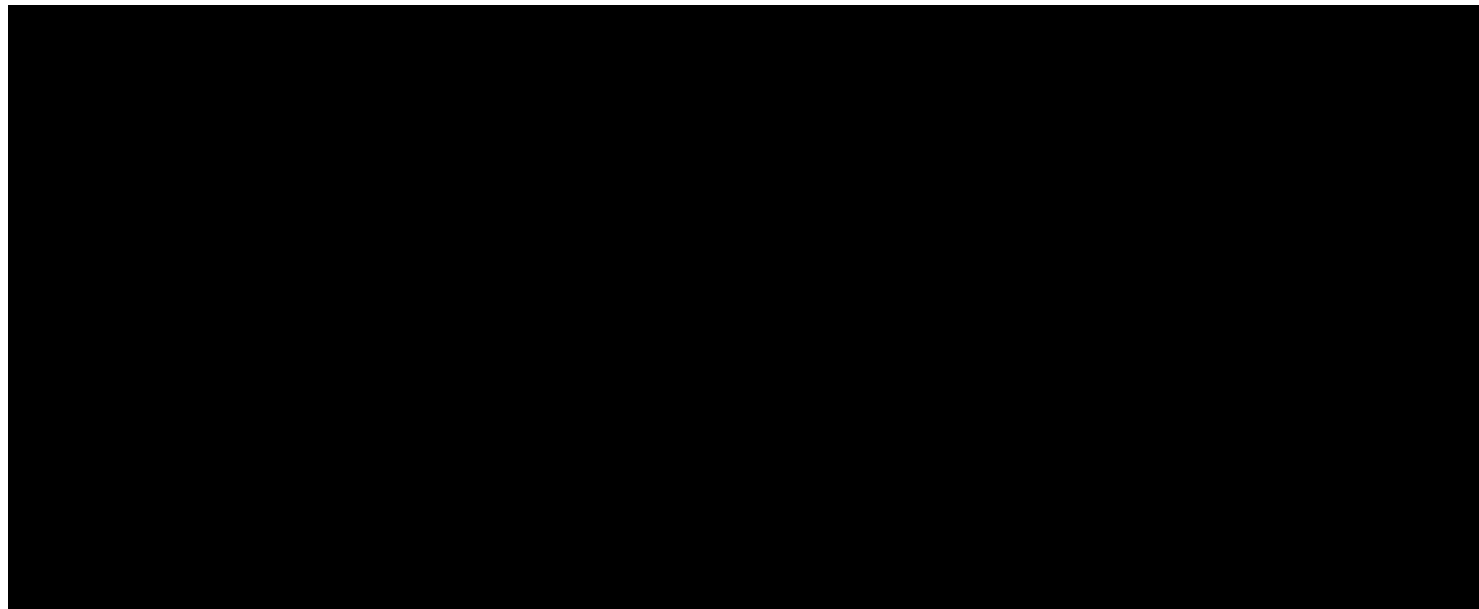
The documents forming this Agreement are:

- 4.1 this Agreement;
- 4.2 the *conditions of contract* referred to in the Contract Data;
- 4.3 the completed Contract Data: Part One set out in Schedule Part 1 to this Agreement;
- 4.4 the completed Contract Data: Part Two set out in Schedule Part 2 to this Agreement;
- 4.5 the Scope set out in Schedule Part 3 to this Agreement
- 4.6 the Site Information set out in Schedule Part 4 to this Agreement.
- 4.7 the Activity Schedule as set out in Schedule Part 5 to this Agreement
- 4.8 the Early Warning Register as set out in Schedule Part 6 to this Agreement
- 4.9 the programme identified in the Contract Data as set out in Schedule Part 7
- 4.10 ~~template Guarantees, Bonds and Warranties as set out in Schedule Part 8~~
- 4.11 Client Liabilities Schedule as set out in Schedule Part 9
- ; and
- 4.12 Client KPI Requirements as set out in Schedule Part 10



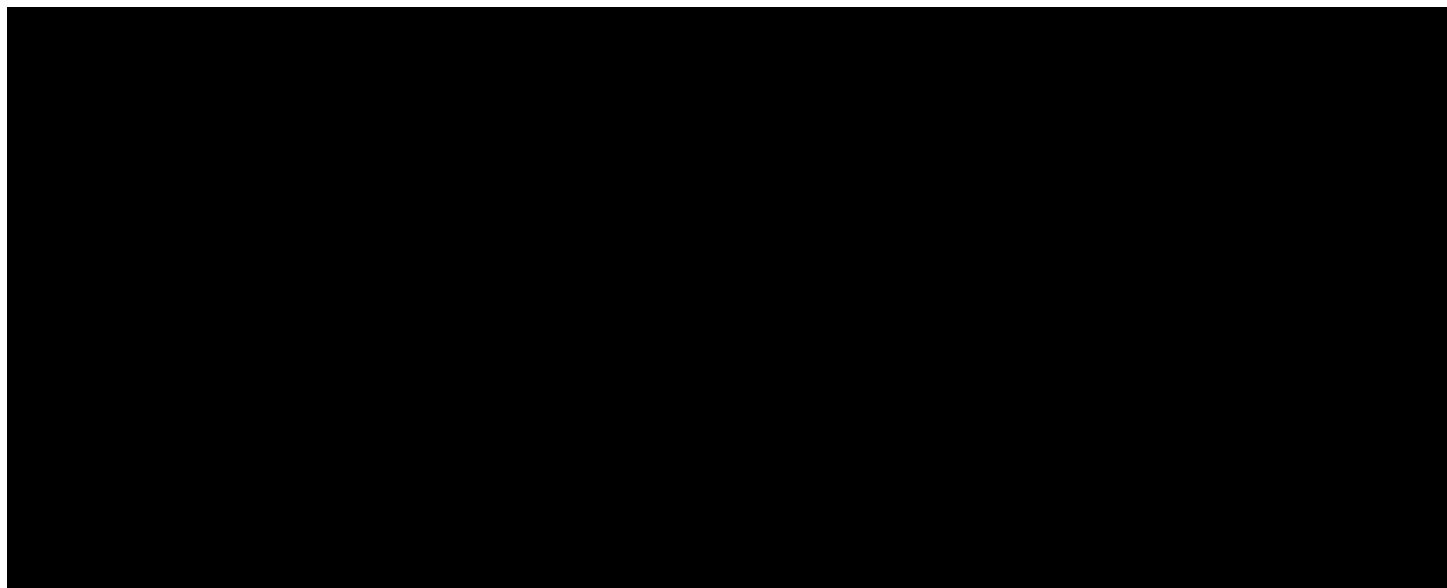
CONTRACT EXECUTION

SIGNED on behalf of the ENVIRONMENT AGENCY



SIGNED on behalf of BALFOUR BEATTY CIVIL ENGINEERING LIMITED

acting by:



SCHEDULE 1 Contract Data: Part One – Data provided by the *Client***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 secondary Options of the NEC4 Engineering and Construction Contract June 2017, (with January 2019 and October 2020 amendments¹)

Main Option Option for resolving and avoiding disputes

Secondary Options

X1: Price adjustment for inflation
X2: Changes in the law
X7: Delay Damages
X15: The Contractor's design
X18: Limitation of Liability

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

Z: Additional conditions of contract

The *works* are

Swan Draw Dock – Build Only

Deconstruction of existing Northern and Eastern walls and
installation of new walls. Minor repairs to Western and
adjacent walls.

Works as detailed in Scope document – Schedule Part 3

The *Client* is:

Name

Address for communication

Telephone

Address for electronic communications

The *Project Manager* is:

Name

Address for communication

Telephone

Address for electronic communications

The Supervisor is:

Name	<input type="text" value="TBC"/>	
Address for communication	<input type="text" value="TBC"/>	
Telephone	<input type="text" value="TBC"/>	
Address for electronic communications	<input type="text" value="TBC"/>	
The Scope is in	<input type="text" value="Schedule Part 3 to this Agreement"/>	
The Site Information is in	<input type="text" value="Schedule Part 4 to this Agreement"/>	
The <i>boundaries of the site</i> are	<input type="text" value="Shown on drawing reference: TEA-1J-BQ.P1-DR-ZZ-DW-000500"/>	
The <i>language</i> of this contract is	<input type="text" value="English"/>	
The <i>law of the contract</i> is the of	<input type="text" value="England and Wales"/>	
The <i>period for reply</i> is	<input type="text" value="2 weeks"/> except that	
Optional clause	<input type="text" value="13.9 – electronic communication"/>	<input type="text" value="Does apply"/>

The following matters will be included in the Early Warning Register.

Early warning meetings are to be held at intervals no longer than	<input type="text" value="2 weeks"/>
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2. The Contractor's Main Responsibilities

The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the works at intervals no longer than	<input type="text" value="4 Weeks"/>
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3. Time

The <i>starting date</i> is	<input type="text" value="19/03/2024"/>
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The <i>access dates</i> are	Part of the Site	Date
	(1) <input type="text" value="Whole of the site"/>	<input type="text" value="20/01/2025"/>
	<input type="text"/>	<input type="text"/>

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

monthly

If the *Client* has decided the completion date for the whole of the *works*

The *completion date* for the whole of the *works* is

14/04/2027

Taking over the *works* before the Completion Date

The *Client* ☐ is willing to take over the *works* before the Completion Date but not prior to Completion being certified

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

2 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

2 weeks

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

52 weeks

The *defects correction period* is

4 weeks

except that

- The *defects correction period* for

‘Serious Defects’ – any Defects which the *Client* reasonably considers to be serious defects or faults

Is **Within seven days for receiving the *Client*’s notification**

- The *defects correction period* for

‘Emergency Defects’ – any Defects which the *Client* reasonably considers need making good as a matter of urgency

Is **Within 24 hours of receiving the *Client*’s notification**

5. Payment

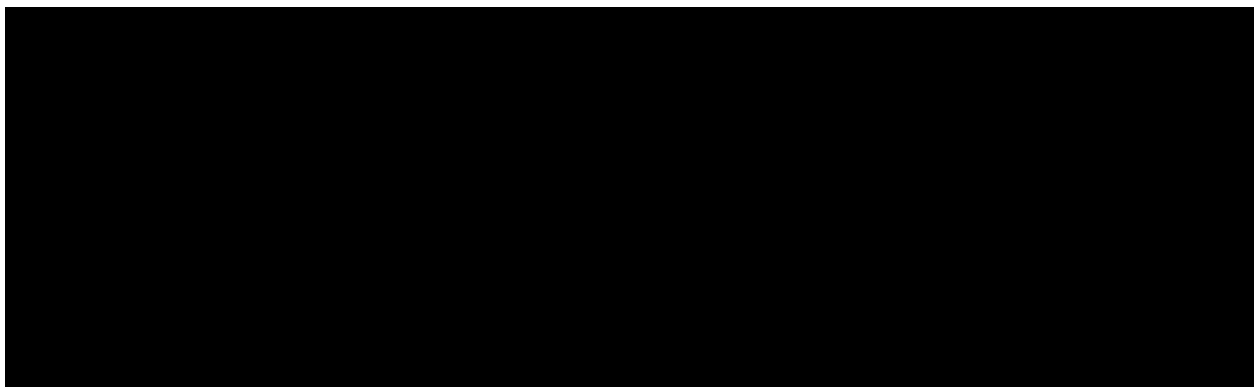
The *currency* of the contract is the

Pound sterling

The *assessment interval*

Monthly

The *interest rate* is % per annum (not less than 2) above the rate of the bank



6. Compensation Events

The place where weather is to be recorded is

Wandsworth (Greater London)

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 **09.00** hours GMT;

and these measurements

n/a

The place where weather is to be recorded is

Wandsworth (Greater London)

The *weather measurements* are supplied by

The Meteorological Office

The *weather data* are the records of past *weather measurements* for each calendar

Which were recorded at

Wandsworth (Greater London)

and which are available from

The Meteorological Office

Where no recorded data are available

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

n/a

If there are additional compensation events

These are the additional compensation events

60. 1(21)

The People Rates within the Scape Framework Commercial Model are changed after 18th April 2024. If this event occurs a compensation event will be notified with a *Project Manager's* assumption that the forecast people and hours will be corrected at the end of the year to which the rates apply with the agreed actual people and hours.

8. Liabilities and insurance

If there are additional *Client's* liabilities

These are the additional *Client's* liabilities

As set out in Schedule Part 9 to this Agreement

NOTE: Site specific issues only to be addressed here as opposed to issues which could alter the risk balance of the contract.

The minimum limit of indemnity for insurance in respect of loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury or to death of a person (not an employee of the Contractor) caused by activity in connection with this contract for any one event is:

Minimum £10m on an "each and every claim basis"

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

Minimum £10m on an "each and every claim basis"

If the *Client* is to provide Plant and Materials

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

Not Applicable

If the *Client* is to provide any of the insurance stated in the Insurance Table

The *Client* provides the following insurances from the Insurance Table

(1) Insurance against

Not Applicable

Minimum amount of cover is

Not Applicable

The deductibles are

Not Applicable

(2) Insurance against

Not Applicable

Minimum amount of cover is

Not Applicable

The deductibles are

Not Applicable

(3) Insurance against

Not Applicable

Minimum amount of cover is

Not Applicable

The deductibles are

Not Applicable

If additional insurance are to be provided

The *Client* provides these additional insurances

(1) Insurance against

Not Applicable

Minimum amount of cover is

Not Applicable

The deductibles are

Not Applicable

(2) Insurance against

Not Applicable

Minimum amount of cover is

Not Applicable

The deductibles are

Not Applicable

(3) Insurance against

Not Applicable

Minimum amount of cover is

Not Applicable

The deductibles are

Not Applicable

The *Contractor* provides these additional insurances

(1) Insurance against

Not Applicable

Minimum amount of cover is

Not Applicable

The deductibles are

Not Applicable

(2) Insurance against

Not Applicable

Minimum amount of cover is

Not Applicable

The deductibles are

Not Applicable

(3) Insurance against

Not Applicable

Minimum amount of cover is

Not Applicable

The deductibles are

Not Applicable

Resolving and avoiding disputes

The *tribunal* is

The Courts of England and Wales

If Option W1 or 2 is used

The *Senior Representatives* of the *Client* are

Name (1)

**Address for
communications**

**Address for electronic
communications**

Name (2)

**Address for
communications**

**Address for electronic
communications**

The *Adjudicator* is

Name

RICS Dispute Resolution Service

**Address for
communication**

12 Great George St, London SW1P
3AD

Telephone

(0)207 334 3806

**Address for electronic
communications**

drs@rics.org

**The *Adjudicator*
nominating body is**

Royal Institute of Chartered Surveyors

X1 Price Adjustment for Inflation

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are for the Piling Subcontract only (Kellers Limited) not the overall Total of the Prices of the Contractor. All other elements of the Total of the Prices are not subject to X1

1.	30.48%	Linked to the index for	4/CE/01 Civil Engineering Labour
2.	1.48%		4/CE/02 Management and Administration
3.	16.90%		4/CE/04 Purchased Plant
4.	7.33%		4/CE/05 Hired Plant
5.	19.44%		4/CE/12 Cements
6.	6.64%		4/CE/28 Diesel in Construction
	17.73%		non-adjustable

The base date for indices is

31st December 2023

These indices are

Those prepared by the Building Cost Information Service (BCIS)

X7 Delay Damages

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the works are

£873.21 per day

Delay damages are limited to 5% of the Tendered Total of the Prices.

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 reasonable skill, care and diligence normally used by competent and appropriately qualified professionals experienced in designing works similar to the *works* is, in respect of each claim.

£1,000,000 any one claim and in the aggregate during the period of insurance plus two automatic reinstatements

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

6 years after Completion of the whole of the *works*

X18 Limitation of Liability

If Option X18 is used

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

120% of the tendered Total of the Prices

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

120% of the tendered Total of the Prices

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

120% of the tendered Total of the Prices

The *Contractor's* total liability to the *Client* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to

120% of the tendered Total of the Prices

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

Y(UK)2 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	14 days after the date on which payment becomes due
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Z: The additional conditions of contract are:

The *additional conditions of contract* are: Addendum 1a – Framework *additional conditions of contract*

1. General

- 11.2(26) After 'Disallowed Cost is cost which' add additional bullet points:
- is included within the Commercial Inclusions Tables of the Framework Agreement's Pricing Procedures,
 - unless the *Project Manager* otherwise agrees, exceed the relevant People Rates for the applicable role and seniority stated in the Framework Commercial Model,
- 11.2(36) Insert a new clause 11.2(36)
- Data Protection Legislation means all applicable privacy and data protection laws including:
- i. the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/68) and any applicable national implementing laws, regulations and secondary legislation in England and Wales relating to the processing of Personal Data and the privacy of electronic communications as amended, replaced or updated from time to time
 - ii. the UK GDPR;
 - iii. the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy;
 - iv. the Privacy and Electronic Communications Directive (2002/58/EC) and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426);
 - v. all applicable law about the processing of personal data and privacy; and
 - vi. any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.
- 11.2(37) Insert a new clause 11.2(37)

UK GDPR means the General Data Protection Regulation ((EU) 2016/679) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018, as modified by Schedule 1 to the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019, as updated, superseded or repealed from time to time.

11.2(38) Insert a new clause 11.2(38)

Data Subject has the meaning given to it in the Data Protection Legislation.

11.2(39) Insert a new clause 11.2(39)

Personal Data has the meaning given to it in the Data Protection Legislation.

11.2(40) Insert a new clause, 11.2 (40):

‘Framework Agreement’ is the framework agreement between Scape Procure Limited and the *Contractor* and terms defined in the Framework Agreement have the same meanings in the contract unless a contrary intention is apparent.’

11.2(41) Insert a new clause 11.2(41):

Framework Commercial Model as included in the Framework Agreement between Scape Procure Limited and the *Contractor*.

11.2(42) Insert a new clause 11.2(42):

‘Pool Re Arrangement – Terrorism Insurance purchased through Pool Reinsurance Company Limited as expressed in the ABI standard wording.’

12.4 Insert at the end:

‘provided that clauses 23 (Convictions), 28 (Governing Law and Dispute Resolution), 29 (Statutory Requirements), 30 (Competition Law, Corrupt Gifts and Payments), 31 (Modern Slavery), 33 (Confidentiality and Freedom of Information), 35 (Intellectual Property Rights), 36 (Personal data) and 38.11 (Miscellaneous: Whistle Blowing) of the Framework Agreement shall be deemed incorporated into the contract, mutatis mutandis, as if references to ‘Scape’ were to ‘*the Client*’ and references to the ‘Agreement’ were to ‘*the contract*’.’

12.5 Insert a new clause 12.5:

A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment of it.

13.9 Insert a new clause 13.9:

‘The following communications shall be deemed to have no effect if made by electronic mail transmission:

- any notification of a wish to terminate the contract or the employment of the *Contractor* under it;

- any notification by the *Contractor* of his intention to suspend performance of his obligations under the contract;
- any invoking by either party of the procedures applicable under the contract to the resolution of disputes or differences
- any agreement between the parties amending the provisions of the contract'

19A Insert a new clause 19A

'19A Data Protection

- 19A.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. These clauses are in addition to, and does not relieve, remove or replace, each Party's obligations under the Data Protection Legislation. It is agreed that:
- 19A.2 Without prejudice to the generality of clause 19A.1, both Parties will ensure that they have all necessary appropriate consents and notices in place to enable lawful transfer of any Personal Data to each other for the duration and purposes of this agreement.
- 19A.3 Without prejudice to the generality of clause 19 A.1, the *Contractor* shall, in relation to any Personal Data processed in connection with the performance by the *Contractor* of its obligations under this agreement:
- 19A.3.1 process that Personal Data only on the written instructions of the *Client* and only as required for the purpose of the performance of this agreement;
- 19A.3.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the *Client*, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it):
- 19A.3.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- 19A.3.4 not transfer any Personal Data outside of the UK or European Economic Area;
- 19A.3.5 assist the *Client*, at the *Contractor's* cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with the Information Commissioner, supervisory authorities or regulators;
- 19A.3.6 notify the *Client* without undue delay on becoming aware of a Personal Data breach;
- 19A.3.7 at the written direction of the *Client*, delete or return Personal Data and copies thereof to the *Client* on termination of the agreement; and

- 19A.3.8 maintain complete and accurate records and information to demonstrate its compliance with this clause and allow for audits by the *Client* or the *Client's* designated auditor.
- 19A.4 The *Client* does not consent to the *Contractor* appointing any third-party processor of Personal Data under this agreement.'

2. The Contractor's main responsibilities

- 20.5 Insert a new clause 20.5:
- 'In executing the contract, the *Contractor* accepts that all obligations and duties owed by it, acting as:
- ~~the 'Consultant' in the provision of Design Management or Pre-Construction Activities under a preceding Project Order or Service Agreement; and/or~~
 - the '*Contractor*' in the provision of the Works including Enabling Works under a preceding Project Agreement,
- are deemed to be obligations and duties owed by the *Contractor* under the contract and notwithstanding the actual date of the contract any breach of those obligations and duties shall be treated as a breach of the contract.
- 21.4 Insert a new clause 21.4
- 'The *Contractor's* obligation is to exercise (and warrants that it has exercised) all the reasonable skill, care and diligence normally used by a competent and appropriately qualified professional, who is experienced in undertaking works similar to the relevant part of the *works*'
- 26.3 Insert new final bullet point to the final bullet points:
- the proposed subcontract is not compatible with the terms of the contract or does not comply with the *additional conditions of contract* requirements relating to subcontracting works.
- 26.5 Insert a new clause 26.5:
- 'If the *Contractor* subcontracts work, it warrants:
- there are no compulsory grounds for excluding the Subcontractor or supplier under Regulation 57 of the Public Contracts Regulations 2015
 - the Subcontractor or supplier is compliant with the contract's Statutory Requirements and Modern Slavery provisions
 - the Subcontractor or supplier is fully aware of its obligations under the CDM Regulations and is fully competent and are adequately resourced to meet those obligation

- subcontract documents contain such obligations necessary to ensure that the subcontract is in all respects compatible with the terms of the contract
- subcontract documents reflect the Framework Agreement's Fair Payment Standard and require Subcontractors to include the Fair Payment Standard in any subsubcontract documents if it subsubcontracts work
- that each relevant subcontract shall be executed and delivered as a deed.'

26.6 Insert a new clause, 26.6

'The *Contractor* provides the *Project Manager* with an executed copy of each subcontract (save for particulars of the Price or Prices of the subcontract, unless other provisions of the contract or the Framework Agreement oblige the *Contractor* to disclose them). Each subcontract is provided to the *Project Manager* within 14 days of its execution.'

28.1 In line 2 change 'right' to 'any rights'
In line 3 change 'rights' to 'right'

4. Quality Management

41.3 Insert at the end of the second sentence:

'and if the *Contractor* fails so to notify, the *Contractor* repeats (at its own cost) the test or inspection and gives notification as required in this clause;

44.2 After the last sentence insert:

'Where due to the non-availability of parts or materials or other circumstances beyond the *Contractor*'s control it is not possible to correct any Defect within the required timescale the *Contractor* makes an appropriate temporary repair and corrects the Defect as soon as possible thereafter and the *Contractor* keeps the *Client* informed about the position from time to time and at intervals no longer than the *period for reply*.'

5. Payment

50.10 Insert a new clause 50.10:

'If the *Contractor* has not procured and submitted to the *Client* for acceptance any of the Undertakings (Collateral Warranties) required, together with a certified copy of the underlying subcontract, one quarter of the Price for Work Done to Date which relates to the services or work of the subcontractors from whom such Undertakings (Collateral Warranties) are outstanding is retained by the *Client* in assessments of the amount due to the *Contractor*.'

- 53.3 In the first line replace the word 'contact' with
'contract'
- 52.4 Add to the end of the clause 52.4 add the following:
'The *Contractor* shall provide the *Project Manager* on request with copies of original or source accounting documentation including receipts, invoices and other costs data.'
- 55.2 Add to the end of the clause the following:
If the activities on the Activity Schedule do not relate to the Scope, the *Contractor* corrects the Activity Schedule.
- 55.3 If the *Contractor*
- changes a planned method of working at its discretion so that the activities on the Activity Schedule do not relate to the operations on the Accepted Programme or
 - corrects the Activity Schedule so that the activities on the Activity Schedule relate to the Scope
- the *Contractor* submits a revision of the Activity Schedule to the *Project Manager* for acceptance.
- 55.4 A reason for not accepting a revision of the Activity Schedule is that
- it does not relate to the operations on the Accepted Programme,
 - any changed Prices are not reasonably distributed between activities which are not completed or
 - the total of the Prices is changed.

6. Compensation Events

- 60.1 (10) Insert at the end of this clause
- ‘or unless it was reasonable for the *Supervisor* to instruct the *Contractor* to search, having regard to previous instances of non-compliant work in Providing the Works.
- 60.1.(22) Insert a new clause 60.1(22)
The occurrence of a public health emergency, being the outbreak and/or spread of a pandemic and/or the implementation of any public health measures in connection with any outbreak or spread.
- 63.2 Insert after ‘rates and lump sums’
- ‘including those contained within the Framework Commercial Model,’

8. Liabilities and Insurance

- 84.1 after the first sentence, insert:
- ‘After the *defects date* and on renewal of the insurance policy until the end of the periods stated in the Contract Data for which insurance is to be maintained, the *Contractor* submits to the *Client* for acceptance certificates which state that the insurance required by the contract is in force.’
- At the end of the clause add:
- ‘The *Client*’s acceptance of an insurance certificate provided by the *Contractor* does not change the responsibility of the *Contractor* to provide the insurances stated in the Contract Data.’

9. Termination

- 90.2 Termination table, change procedure against the *Client* R17 or R20 to ‘P1 and P4’
- Insert the following new section:
- 91.9 The Public Contracts Regulations 2015**
- 91.9 The *Client* may terminate the *Contractor*’s obligation to Provide the Works if any of the provisions of Regulation 73(1) of The Public Contracts Regulations 2015 apply.
- If the *Client* terminates under the provisions of Regulation 73(1)(b) of the Public Contracts Regulations 2015 as a result of information not disclosed by the *Contractor* at the Contract Date, the procedures and amounts due on termination are the same as if the *Contractor* has substantially failed to comply with his obligations (R11)
- If the *Client* otherwise terminates under the provisions of 73(1) of the Public Contracts Regulations 2015, the procedures and amounts due on termination are the same as if the Parties had been released under the law from further performance of the whole of the contract. (R17)

OPTION W2

- W2.1(1) Add the following at the end of the clause:
- ‘A Party may replace a Senior Representative after notifying the other Party of the name of the replacement’

OPTION X7 Delay Damages

- X7.1 This clause is deleted and replaced by the following.
- The *Contractor* pays delay damages at the rate stated in the Contract Data for each day from the Completion Date until the earlier of
- Completion
 - The date on which the *Client* takes over the *works* and
 - The date on which the *Project Manager* issues a termination certificate

OPTION X15 The Contractor’s Design

- X15.1 delete the words ‘skill and care normally used by professionals’ and replace with:
- ‘reasonable skill, care and diligence to be expected of competent and appropriately qualified professionals experienced in’
- X15.5 delete the words ‘skill and care normally used by professionals’ and replace with:
- ‘reasonable skill, care and diligence to be expected of competent and appropriately qualified professionals experienced in’
- X15.6 Add a new clause
- ‘Before the starting date and on each renewal of the insurance policy until the defects date, the *Contractor* submits to the *Project Manager* for acceptance a certificate which states that the insurance required by this clause is in force.
- After the *defects date* and on each renewal of the insurance policy until the end of the period stated in the Contract Data for which insurance is to be maintained, the *Contractor* submits to the *Client* for acceptance a certificate which states that the insurance required by this clause is in force. The certificate is signed by the *Contractor’s* insurer or insurance broker.
- The *Project Manager* or the *Client* accepts the certificate if the insurance complies with this clause and if the insurer’s commercial position is strong enough to carry the insured liability. The *Client’s* acceptance of an insurance certificate provided by the *Contractor* does not change the responsibility of the *Contractor* to provide the insurance stated in this clause.’

OPTION X18 Limitation of liability

X18.5 delete final bullet

SCHEDULE OF COST COMPONENTS

Delete components 11 to 14 and replace with the following:

For the people who are directly employed by the Contractor:

The cost calculated by multiplying the relevant rate from the current rate card (People Rates within the Scape Framework Commercial Model for Construction Hours), by the time spent working on the Project. Time recorded is that shown on the Contractors time recording system. People rates are the rates for the applicable role and seniority listed.

For people who are not directly employed by the Contractor but are paid by the Contractor according to the time they work, the amounts paid by the Contractor.

13(j) Add at the end '(but excluding any sums necessary to top up a pension fund

53(i) Add a new item:

'the cost of the Performance Bond provided under Option X13'

Addendum 1b - Project specific *additional conditions of contract* agreed between the *Client* and the *Contractor*

If *additional conditions of contract* are agreed between the *Client* and the *Contractor*, insert them here.

SCHEDULE 2 Contract Data: Part Two – Data Provided by the *Contractor*

1. General

The *Contractor* is:

Name | Balfour Beatty Civil Engineering Limited

Address | 5 Churchill Place, Canary Wharf, London, England, E14 5HU

Telephone | [REDACTED]

Address for electronic communications | [REDACTED]

The *fee percentage* is | 6.95 %

The *working areas* are | The boundaries of the site, any of the Contractors offices, any Sub-Contractors, Sub-Subcontractor offices factories or depots.

All individuals home or remote offices when working to deliver the project of which can be evidenced at the request of the Project Manager.

The *key persons* are

Name (1)

Job
Responsibilities

Experience

Name (2)

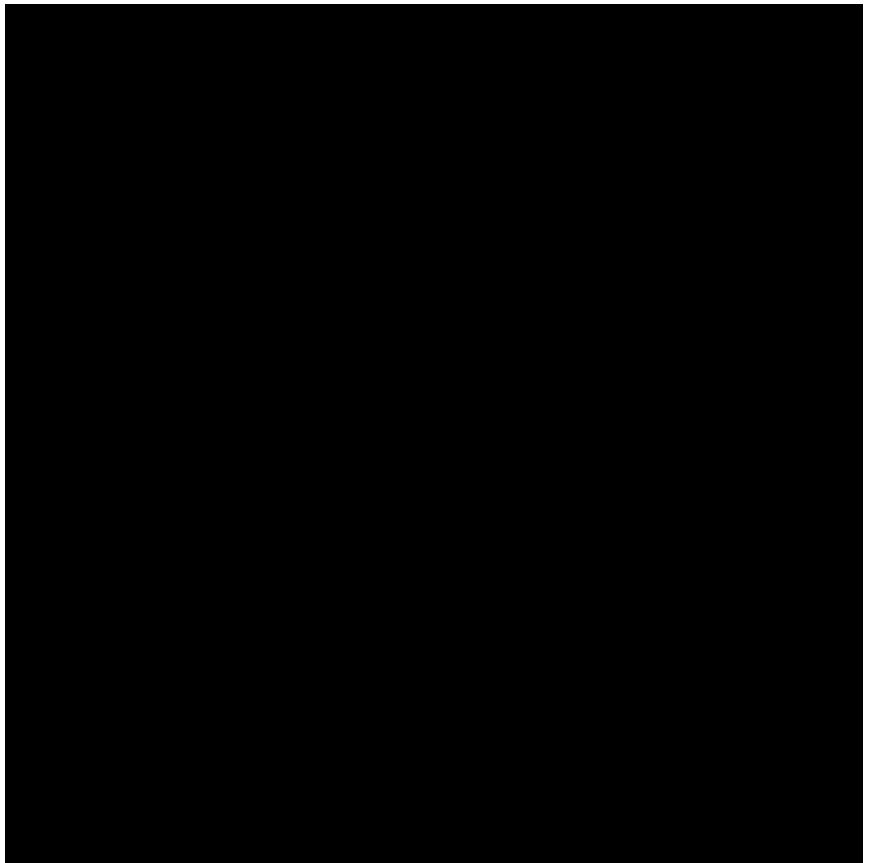
Job
Responsibilities
Experience

Name (3)

Job
Responsibilities
Experience

Name (4)

Job
Responsibilities
Experience



The following matters will be included in the Early Warning Register

as set out in Schedule Part 6 to this Agreement

2. The Contractor's main responsibilities

If the <i>Contractor</i> is to provide Scope	The Scope provided by the <i>Contractor</i> is in	Not Applicable
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3. Time

If a programme is identified in the Contract Data	The programme identified in the Contract Data is	as set out in Schedule Part 7 to this Agreement
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If the <i>Contractor</i> is to decide the <i>completion date</i> for the whole of the <i>works</i>	The <i>completion date</i> for the whole of the <i>works</i> is	14/04/2027
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5. Payment

The <i>activity schedule</i> is	as set out in Schedule Part 5 of this Agreement
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The tendered total of the Prices is	£11,302,043.61
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Resolving and avoiding disputes

If Option W1 or W2 is used	The <i>Senior Representatives</i> of the <i>Contractor</i> are
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Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications



Data for the Schedule of Cost Components

The *people rates* are those contained in the current version of the Framework Commercial Model (subject to Price Adjustment).

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

category of person

All Subcontracted, if Directly Employed, the current version of the Framework Commercial Model (subject to Price Adjustment) will apply

rate

Not Applicable

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

category of person

All Subcontracted, if Directly Employed, the current version of the Framework Commercial Model (subject to Price Adjustment) will apply

rate

Not Applicable

SCHEDULE 3 - Scope

3a – The Scope provided by the *Client* is in:

Schedule 3 Part A – Feasibility Stage – (Stage 1) **	Not Applicable
Schedule 3 Part A – Pre-Construction (Initial) Stage – (Stage 2) **	Not Applicable
Schedule 3 Part A – Pre-Construction (Detailed) Stage – (Stage 3) **	Not Applicable
Schedule 3 Part C – BIM Information Management **	Not Applicable
Schedule 15 Part A Design **	Not Applicable

** indicate if Scope Shall Apply for this Project Agreement.

And the following:

Document	description	revision
Scape GEN3 - Swan Draw Dock Scope Document (002)	Scope Document	1.0
Site Information	As set out in Schedule Part 4 of this Agreement	1.0
Scape GEN3 - Swan Draw Dock - Document register	Document and Drawings Register (as set out in Schedule Part 4 of this Agreement)	1.0