

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



Framework: Collaborative Delivery Framework
Supplier: Kier Integrated Services Ltd 00873179
Company Number:
Geographical Area: South West
Project Name: Holbeam Dam Phase 2 Enabling Works ESE P-31020
Project Number: Engineering Construction Contract
Option E P-31020
Contract Type: Option:
Construction
Contract Number:
Stage:

Revision	Status		Originator		Reviewer	

nt

Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Deliver CONTRACT DATA

Project Name	Holbeam Dam Phase 2 Enabling Works ESE
Project Number	P-31020
	This contract is made on 03 February 2023 between the Client and the Contractor
	<ul style="list-style-type: none">This contract is made pursuant to the Framework Agreement (the “Agreement”) between the Client and the Contractor in relation to the Collaborative Delivery Framework Schedules are incorporated into this Contract by reference
	<ul style="list-style-type: none">Schedules 1 to 21 inclusive of the Framework schedules are relied upon with
	<ul style="list-style-type: none">The following documents are incorporated into this contract by referenceENV0002504C - Holbeam Dam - Enabling Works Scope V05

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 secondary Options of the NEC4 Engineering and Construction Contract June 2011

Main Option	Option E	Option for resolving and avoiding disputes	W2
Secondary Options	<div>X2: Changes in the law X9:</div> <div>Transfer of rights</div> <div>X10: Information modelling</div> <div>X11: Termination by the Client</div> <div>X18 Limitation of Liability</div>		

X20: Key Performance Indicators

Y(UK)2: The Housing Grants, Construction and Regeneration Act 19

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

Z: Additional conditions of contract

The works are

Enabling works and vegetation clearance at Holbeam Dam

The Client is

Environment Agency

Address for communications

Horizon House
Deanery Road
Bristol
BS1 3AH

Address for electronic communications

[REDACTED]
[REDACTED]

The Project Manager is

Environment Agency

Address for communications

Manley House
Kestrel Way
Exeter
EX2 7LQ
becky.richards@environ

Address for electronic communications

TBC

The Supervisor is

TBC

Address for communications

Address for electronic communications

The Scope is in

ENV0002504C - Holbeam Dam - Enabling Works Scope V05

The Site Information is in

ENV0002504C-ATK-ZZ-3XX-RP-C-000003-S3-P01-K0200-EA3-LOD3-Phase 2 Pr

The boundaries of the site are

ENV0002504C-ATK-ZZ-2XX-DR-C-100001-RED LINE BOUNDARY

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 Englan

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 The Contractor's main responsibilities

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

'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

3 Time

The starting date is

The access dates are part of the
Site

The Contractor submits revised programmes at intervals no longer than

The Completion Date for the whole of the works is

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 Quality management

The period after the Contract Date within which the Contractor is to submit a quality plan is

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

The defect correction period is 2 weeks except th
• The defect correction period for Public Safety is is
• The defect correction period for

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The Client set total of the Prices is £91,608.35

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

6 Compensation events

The place where weather is to be recorded is The nearest calibrated M

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 hours
- the number of days with snow lying at GMT

and these measurements:

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

The weather measurements are supplied by MET Office

The weather data are the records of past weather measurement for each calen
which were recorded at and which are available from

Assumed values for the ten year weather return weather data for each weather

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

These are additional compensation events

1. If the Contractor has to cease work as a result of a flood event or if requested to do so by the FIDO/ FWDO in advance of a potential flood event
2. 'not used'
3. 'not used'
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 prope bodily injury to or death of a person (not an employee of the Contractor) arisin one event is

The minimum amount of cover for insurance against death of or bodily injury to employment in connection with the contract for any one event is

The insurance against loss of or damage to the works, Plant and Materials is to 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

A
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c
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m
m

unications

The Adjudicator is

Address for communications

'to be

confirmed'

'to be confirmed'

Address for electronic communications

The Adjudicator nominating body is

['to be](#)

[confirmed'](#)

Z Clauses

Z3 Prevention: No change to prices

The Institution of Civil E

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 pro Dates assessed by the Contractor.

Quotations for the compensation event described in 60.1(19) comprise a 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 even

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 wi the Fee, not exceeding the forecast provided under clause 20.4 and accepted by the Client.”

Z10 Payments to subcontractors, sub consultants and

Subcontractors

The Contractor will use the NEC4 contract on all subcontracts for works. Payment to subcontractors will be 2 If the Contractor does not achieve payments within these time scales then the Client reserves the right to d and supplies.

Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the Cont

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 requ
- was incurred as a result of the client issuing a Yellow or Red Card to prepare a Performance Improvement • was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off

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 on Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

- ## Z22 Resolving Disputes Delete W2.1

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

Assessment Date	Defined Cost?	Forecasted Cost?
31 July 2021	In period costs only	No
31 August 2021	In period costs only	No
30 September 2021	In period costs only	No
31 October 2021	In period costs only	No
30 November 2021	In period costs only	No
31 December 2021	In period costs only	No
31 January 2022	In period costs only	No
28 February 2022	In period costs only	No
31 March 2022	In period costs only	No
30 April 2022	In period costs only	No
31 May 2022	In period costs only	No

30 June 2022	In period costs only	No
31 July 2022	In period costs only	No
31 August 2022	In period costs only	No
30 September 2022	In period costs only	No
31 October 2022	In period costs only	No
30 November 2022	In period costs only	No
31 December 2022	In period costs only	No
31 January 2023	In period costs only	No
28 February 2023	In period costs only	No
31 March 2023	In period costs only	No
30 April 2023	In period costs only	No
31 May 2023	In period costs only	No
30 June 2023	In period costs only	Forecasted costs for remainder of contract

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for Peo - the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+ amounts.

ry Framework

nt") dated 10th day of April 2019 between the k. The entire agreement and the following

hin this contract. ng main Option, the Option for resolving and avoiding disputes and the

Information

nd and Wales

2 weeks key

date

'none set'

'none set'

'none set'

4 weeks

27 February 2023

date

4 weeks

05 May 2023

4 weeks

4 weeks

52 weeks

hat 24 Hours

e

Met Office Weather Station to the site

us
ndar month

r measurement for each calendar month are

erty (except the works, Plant and Materials and Equipment) and liability for ng from or in
connection with the Contractor Providing the Works for any

£15,000,000

o employees of the Contractor arising out of and in the course of their

not less than the amount required by law

o include cover for Plant and Materials provided by the Client for an amount

Engineers oposed changes to the Prices and any delay to the Completion Date and Key

any delay to the Completion Date and Key Dates assessed by the

nts the..."

ill have been paid by the Contractor before the next assessment date plus

28 days from the assessment date. delay payments to the Contractor in respect of subcontracted

work, services tractor's opportunities to work on framework contracts. uirements.

Plan. contracts following an audit.

ne week of the Project Manager's certificate.

eriod stated.

e which should be issued, interest is paid on the late payment. Interest is
ment is made, and is included in the first assessment after the late payment

1 to 30 June 2023 the Client will mitigate this additional cost through this ments, calculated at 40%.

lient, is based upon the issued consumer price index ((CPI) based upon the

ial Factor as defined below multiplied by L for the index linked to it.

e. The volatility provision is only associated with material element. No

s based upon the rate issued by the Client. The PVP calculated at the last

h is the change in the Price for Work Done to Date for the materials PVP for the date of the

current assessment. ring Defined Cost only for the PWDD increase in month. Forecasted

costs ople and Equipment and

+PVP for the last assessment of the amount due before that date, for other

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 c Wales

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

The minimum amount of insurance cover for claims made against the Contractor arising o
skill and care normally used by professional providing information similar to the Project In of each claim

£

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

OPTION X18: Limitation of liability

The Contractor's liability to the Client for indirect or consequential loss is limited to			£
For any one event, the Contractor's liability to the Client for loss or damage to the Client			
The Contractor's liability for Defects due to its design which are not listed on the Defects			£
			£
The Contractor's total liability to the Client for all matters arising under or in connection w than excluded matters, is limited to			£
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 o	

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

The period for payment is		14 days	after the date on which paym
Y(UK3): The Contracts (Rights of Third Parties Act) 1999			
term	beneficiary		
Not Used	Not Used		

courts of England and

2 weeks

out of its failure to use nformation is, in
respect

£5,000,000

h the Contractor
d care is

6 years

£1,000,000

t's property is limited to

£1,000,000
Certificate is limited to £5,000,000

with the contract, other £5,000,000

of 3 months. ment

becomes due

Part Two - Data provided by the Contractor

1 General

The Contractor is Name

Completion of the data in full, according to the Options chosen, is essential to create a com

Address for
communications

Address for electronic communications

The fee percentage is

The working areas are

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 Kier
Integrated Services Ltd

2nd Floor
Optimum House
Clippers Quay
Salford M50 3XP

Option E

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 des

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The Senior Representatives of the Contractor ar

Name (1)
Address for communications

Address for electronic communications

Name (2)
Address for communications

Address for electronic communications

X10: Information Modelling

The information execution plan identified in the Contract
Data is

mplete contract.

sign is in

s

re

Contract Execution

Client execution

Signed as a Deed by [PRINT NAME]

for and on behalf of the Environment Agency

Signature

Date

Role

In the presence of:

Signature

Date

Role

Address

Name [Print]

Contractor execution

Signed as a Deed by [PRINT NAME]

for and on behalf of

Kier Integrated Services

Signature

Date

Role

In the presence of:

Signature

Date

Role

Address

Name [Print]

s Ltd