



Framework: Collaborative Delivery Framework
Supplier: Kier Integrated Services Ltd

Company Number: 00873179

Geographical Area: South West

Contract Name: SW CDF Lot 2 Wadebridge Polmorla Pump Station D&B

Project Number:

Contract Type: Engineering Construction Contract

Option: Option C

Contract Number:

Stage: Construction

Revision	Stat	tus	Origi	nator	Revi	ewer	Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA							
Project Name	SW CDF Lot 2 Wadebridge Polmorla Pump Station D&B						
Project Number							
	This contract is made on 25 July 2025 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 						
Part One - Data prov Statements given in all Contracts	vided by the <i>Client</i>						
1 General	The conditions of contract are the core clauses and the c secondary Options of the NEC4 Engineering and Construct	lauses for the following main Option, the Option for resolving and avoiding disputes and the tion Contract June 2017.					
	Main Option C Option C Option C Option C						
	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 ar	nd Regeneration Act 1996					
	Y(UK)3: The Contracts (Rights of Third Parties) Act 1999						
	Z: Additional conditions of contract						
	The works are						
	The objective of the works is to extend the design life of the tidal flap, and control panel to ensure the Clients Category A strategically imp continues to provide flood protection to Wadebridge and Polmorla, and meets the current Minimal Technical Requirements.						
	The <i>Client</i> is	Environment Agency					
	Address for communications	Horizon House					

Deanery Road Bristol BS1 5AH

Address for electronic communications

The Project Manager is

Address for communications

Horizon House Deanery Road Bristol BS1 5AH

Address for electronic communications

The Supervisor is

TBC

Address for communications

Address for electronic communications

The Scope is in

01 - Polmorla - NEC4 ECC Scope v1.2

The Site Information is in

Appendix 5 - Polmorla - Site Information.docx

The boundaries of the site are

Appendix 4 - Polmorla - red line boundary.pdf

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 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 ${\it Contractor's}\ {\it main}\ {\it responsibilities}$

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

04 August 2025

The access dates are

part of the Site

date

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

4 weeks

The Completion Date for the whole of the works is

31 March 2027

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 $\it works$ and the $\it defects\ date$ is

52 weeks

The defect correction period is • The defect correction period for

except that

The defect correction period for

Public Health & Safety is 24 Hours

is

5 Payment

6 Compensation events

The $\it currency of the contract$ is the £ sterling

The assessment interval is

Monthly

120 %

The Client set total of the Prices is

£352,733.56

The interest rate is

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

The Contractor's share percentages and the share ranges are

share range

Contractor's share percentage

less than 80 % 80 % from to

0 %

120 % greater than

as set out in Schedule 17 as set out in Schedule 17

The nearest calibrated Met Office Weather Station to the site

The place where weather is to be recorded is

The weather measurements to be recorder for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- $\bullet\,$ the number of days with minimum air temperature less than 0 degrees Celsius

• the number of days with snow lying at

hours GMT

and these measurements:

- 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 calendar month

which were recorded at

and which are available from

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

Jan Jul Feb Mar Sep Apr Oct May Nov Jun

These are additional compensation events

Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023

Rev 1.9.2a

- 2. 'not used'
- '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 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 Horizon House Deanery Road Bristol BS1 5AH 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

21.1 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 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.

21.2 Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the Client for or providing the works.

21.2 Information about the ground, subsoil, ducts, cables, pipes and structures is provided in good faith by the Client 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 cl54.2 and before cl54.3, 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 If the Contractor 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	In Clause 15.1 add as a new bullet between the second and third bullet:			
Early Warnings	*• 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 <u>ECC-carbon-performance-table.xlsx</u>

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 completion date for each section of the works is

sectiondescriptioncompletion date1Detailed design stage31 March 2026

2 Construction stage 31 March 2027

X7 plus X5 Delay damages for each section of the works are

2 Construction stage £452.00

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

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*Completion of the whole of the *works*

6 years

after the

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 beneficiary

term beneficiary

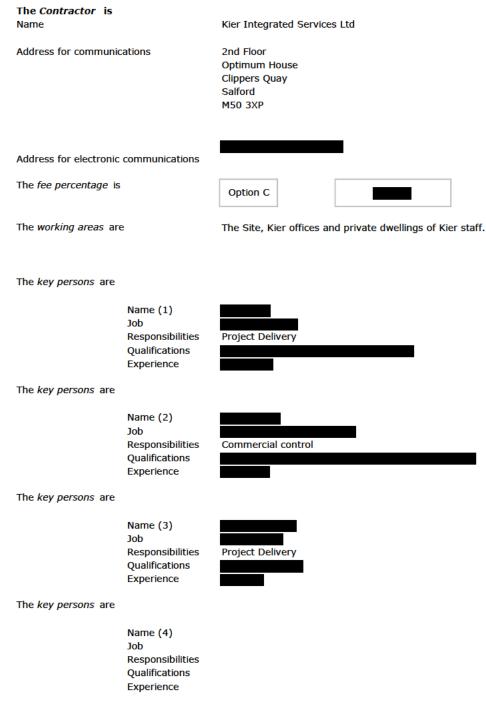
The provisions of Y(UK)1

"The Named Suppliers"

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 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

2025-07-20 - CP15.1 - Tender Prog - Polmorla

5 Payment

The activity schedule is

Resolving and avoiding disputes

The Senior Representatives of the Contractor are

Name (1)
Address for communications
Hawthorn House
Emperor Way

Exeter Business Park
Exeter

EX1 3QS

Address for electronic communications

Name (2)

Address for communications Hawthorn House Emperor Way Exeter Business Park

Exeter EX1 3QS

Address for electronic communications

X10: Information Modelling

The $information\ execution\ plan\ identified\ in\ the\ Contract\ Data\ is$

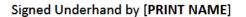
Y(UK)1: Project Bank Account

The *project bank* is NatWest

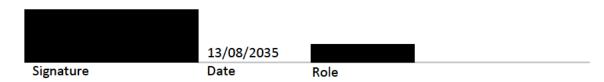
named suppliers are

Contract Execution

Client execution



for and on behalf of the Environment Agency



Contractor execution

