



**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	Status		Originator		Reviewer		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 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 <i>Client</i>			
X15: <i>Contractor's</i> 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: <i>Additional conditions of contract</i>			

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 important asset 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 [REDACTED]

Address for communications Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications [REDACTED]

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 period for reply is 2 weeks

The following matters will be included in the Early Warning Register

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

## 2 The Contractor's main responsibilities

The <i>key dates</i> and <i>conditions</i> to be met are <i>condition</i> to be met	<i>key date</i>
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'
The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>works</i> at intervals no longer than	4 weeks

## 3 Time

The <i>starting date</i> is	04 August 2025
The <i>access dates</i> are part of the Site	date

The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks
---	---------

The <i>Completion Date</i> for the whole of the <i>works</i> 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 *works* and the *defects date* is 52 weeks

The *defect correction period* is 2 weeks except that  
• The *defect correction period* for Public Health & Safety is 24 Hours  
• The *defect correction period* for is

#### 5 Payment

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is £352,733.56

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

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

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

#### 6 Compensation events

The place where weather is to be recorded is The nearest calibrated Met Office Weather Station to the site

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 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	Aug
Mar	Sep
Apr	Oct
May	Nov
Jun	Dec

These are additional compensation events

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

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 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

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

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

### **Z10 Payments to subcontractors, sub consultants and**

Subcontractors

The *Contractor* will use the NEC4 contract on all subcontracts for works unless another alternative and appropriate form is proposed and agreed in accordance with clause 26.3. Payment to subcontractors will be 28 days from the assessment date.

If the *Contractor* does not achieve payments within these timescales then the Client reserves the right to delay payments to the Contractor in respect of subcontracted work, services or goods.

Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

### **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 <i>Contractor</i> 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 <i>performance table</i> 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 <i>starting date</i> until the Completion Date, the <i>Contractor</i> reports to the <i>Project Manager</i> its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the <i>Contractor's</i> 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 <i>Project Manager</i> 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 <i>Contractor</i> pays the amount stated in the Performance Table,  • if the relevant performance exceeds or meets the target stated in the Performance Table, the <i>Contractor</i> 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

	<i>section</i>	<i>description</i>	<i>completion date</i>
	1	Detailed design stage	31 March 2026
	2	Construction stage	31 March 2027

### X7 plus X5

	<i>section</i>	<i>description</i>	<i>amount per day</i>
	1	Detailed design stage	£284.00
	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

The *end of liability date* is 6 years after the Completion of the whole of the *works* £5,000,000

**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 "The Named Suppliers"  
Y(UK)1

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

Kier Integrated Services Ltd

Address for communications

2nd Floor  
Optimum House  
Clippers Quay  
Salford  
M50 3XP

Address for electronic communications

The fee percentage is

Option C

The working areas are

The Site, Kier offices and private dwellings of Kier staff.

The key persons are

Name (1)

Job

Responsibilities

Qualifications

Experience

Project Delivery

The key persons are

Name (2)

Job

Responsibilities

Qualifications

Experience

Commercial control

The key persons are

Name (3)

Job

Responsibilities

Qualifications

Experience

Project Delivery

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

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) [REDACTED]

Address for communications  
Hawthorn House  
Emperor Way  
Exeter Business Park  
Exeter  
EX1 3QS

Address for electronic communications

[REDACTED]

Name (2) [REDACTED]

Address for communications  
Hawthorn House  
Emperor Way  
Exeter Business Park  
Exeter  
EX1 3QS

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  
NatWest

*named suppliers* are

# Contract Execution




*Client execution*

Signed Underhand by [PRINT NAME] for and on behalf of the Environment Agency




	13/08/2035	
Signature	Date	Role

*Contractor execution*

Signed Underhand by [PRINT NAME] for and on behalf of Kier Integrated Services

		
	05/08/2025	
Signature	Date	Role

Signed Underhand by [PRINT NAME] for and on behalf of Kier Integrated Services

		
	05/08/2025	
Signature	Date	Role