



Framework: Collaborative Delivery Framework
Supplier: VolkerStevin Ltd
Company Number: [REDACTED]
Geographical Area: South East
Project Name: LEHES MIOS Works
Project Number: [REDACTED]
Contract Type: Engineering Construction Contract
Option: Option C
Contract Number: 31446

| Revision | Status | Originator | Reviewer | Date |
|----------|--------|------------|----------|------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

1 General

The Contractor is

VokerStevin Ltd

Name and address etc. of Contractor

Enter email address

Insert the relevant framework tendered fee percentage

Name the key persons to be working on the contract

Project Manager
See CV
See CV
See CV

Job
Responsibilities
Qualifications
Experience

insert name
insert Job
insert responsibilities
insert qualifications
insert experience

Name (3)
Job
Responsibilities
Qualifications
Experience

insert name
insert Job
insert responsibilities
insert qualifications
insert experience

Name (4)
Job
Responsibilities
Qualifications
Experience

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

insert details
insert details
insert details
insert details
insert details
insert details
insert details

These are items which could affect the total of the Prices or delay Completion, which are known about at the time of completing this Contract Data

2 The Contractor's main responsibilities

If the Contractor is to provide scope for its design

insert details

The Scope provided by the Contractor for its design is in

Insert details of where the Scope is identified

3 Time

EA CDF - C13570 Leigh Embankment and Hildenborough Expansion Scheme (LEHES) VS MID5 C131 programme - 28/04/21

The programme identified in the Contract Data is:

This is optional and is inserted if a programme is being initially provided

5 Payment

The activity schedule is

of the Prices is

Only include and complete if activity schedule Options A or C

Resolving and avoiding disputes

The Senior Representatives of the Contractor are

Enter postal address

Enter email address

Enter postal address

Enter email address

X10: Information modelling;

The information execution plan identified in the Contract Data is;

insert details

If an information execution plan is to be identified in the Contract Data

X10 is always used

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

BNP Paribas London Branch

The project bank is

named suppliers

TBC

named suppliers

NEC4 Contract Tool

This tool is used to create standard Contract Documents using pre-determined parameters

When started you will see the following tabs

Start-up

1. Supplier Guidance
2. Data Part 2 (input)
3. Cover Sheet
4. Data Part 1
5. CD for X
6. Data Part 2
7. Contract Execution

PART 1

1. Data Part 2 (input)

There are multiple sections to complete

You can only fill in sections in yellow;

If you want to change any section in the yellow boxes, just overwrite the entries

If you press the 'Clear Data Part 2' button you will be prompted to confirm this action

Once you have completed all your sections save the document and return this to the Client

| Collect / Refresh Data | | Clear Data | Guidance |
|---|--|------------|--|
| Contract Name | | | Automatically drawn from your contract |
| Project Name | insert details | | Manually enter |
| SOP Project Code | | | Automatically drawn from your contract (format ENVXXXXXXX) |
| Contract Option | Option E | | Automatically drawn from your contract |
| Purchase Order Number | insert PO number when known | | This can be entered after the contract is formed and uploaded. The CSO/BSO will do this |
| Contract number | insert contract number [provided by Bravo] | | This number is obtained from Bravo, obtain from your DGC colleague |
| Geographic Area | North West | | Automatically drawn from the Framework coverage (National if CSF, M&M or M&C / Regional if CDF) (Contract selection tab) |
| Delivery Hub / CDT | Cumbria and Lancashire (CLA) | | Automatically drawn from the dropdown in the contract |
| FastDraft User(s) | insert names of people managing the contract | | Manually enter |
| Client Service Manager | Not applicable | | The Service Manager is the single person role included in the Contract who will manage the contract on FastDraft |
| Client FastDraft View | Not applicable | | Those individuals from the Client organisation who will have view access on FastDraft, but do not manage the contract |
| Consultant Manager | Not applicable | | The Consultant Manager is the single person role included in the Contract who will manage the contract on FastDraft |
| Consultant Manager (email address) | Not applicable | | Insert email address |
| Consultant FastDraft Application for Payment access | Not applicable | | Those individuals from the Consultant organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract |
| Consultant FastDraft View | Not applicable | | Those individuals from the Consultant organisation who will have view access on FastDraft, but do not manage the contract |
| ECC PM Manager | insert details | | The ECC Project Manager is the single person role included in the Contract who will manage the contract on FastDraft |
| ECC PM FastDraft View | insert details | | Those individuals from the ECCPM organisation who will have view access on FastDraft, but do not manage the contract |
| Supervisor | insert name | | The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft |
| Contractor Contracts Manager | insert details | | The ECC Supervisor is the single person role included in the Contract who will undertake that role for the contract on FastDraft |
| Contractor Contracts Manager (email address) | insert details | | Insert email address |
| Contractor FastDraft Application for Payment access | insert names of people uploading / accessing AFP's | | Those individuals from the Contractor's organisation who will enter the Application for Payment onto FastDraft, but do not manage the contract |
| Contractor FastDraft View | insert details | | Those individuals from the Contractor's organisation who will have view access on FastDraft, but do not manage the contract |
| Framework | Collaborative Delivery Framework | | Automatically drawn from the selected Framework in the contract |
| Lot Number | | | Click adjacent cell and Use Dropdown: Lot a / Lot 2 |
| EA Project Manager | insert name | | Automatically drawn from the named EA Project Manager (Data Part 1 (input)) |
| Supplier | | | Automatically drawn from the selected Supplier in the contract |
| Supplier Project Manager | insert name of Project Manager | | This would normally be the same as the Contractor Manager above |
| Supplier Project Manager (email address) | insert details | | Insert email address |
| Contract Value | £0.00 | | ESSENTIAL FIELD: Option A or C the Total of the Prices Option E the Forecast Total of the Defined Cost plus Fee |
| Stage of delivery | | | Click adjacent cell and Use Dropdown: (Pre SOC, SOC, OBC, OBC-F8C, Construction, Other) |
| Partner contract | insert partnering details | | Used only on CDF, this is the Contract number for the contracts linked that Project incentivisation |
| Commencement date | insert date | | ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract |
| Completion date | insert date | | ESSENTIAL FIELD: Automatically drawn - must be the date included in the signed contract |
| Are sectional completion dates used? | No | | Automatically drawn from the contract if option X5 has been used |
| Are additional compensation events used? | Yes | | Automatically drawn from the contract if Section 6 of Contract Data Part 1 (input) has been used |

The Contract must be submitted to your Portfolio Assurance and Support Commercial Services Manager before submission for upload by CSO/BSO.

Incomplete contracts will be returned for proper completion before upload.

**ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA**

Project Name LEHES MIOS Works

Project Number ENV0001040C

This contract is made on 10 May 2021
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 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 21 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference
ENVIMSE100377 - JBA - 00 - ME00 - CD - Z - 0001 - S3 - P01 - NEC4ECCScope_MIOS v2.1

**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

X7: Delay damages

X9: Transfer of rights

X10: Information modelling

X11: Termination by the *Client*

X18 Limitation of Liability

X20: Key Performance Indicators

Y(UK)1: Project Bank Account

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

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

Z: *Additional conditions of contract*

The *works* are

The scheme is for the installation of erosion protection to discharge the Measures in the Interest of Safety (MIOS) recommendations in the Leigh FSA.

The *Client* is

Environment Agency

Address for communications

Address for electronic communications

The *Project Manager* is

Address for communications

Address for electronic communications

The *Supervisor* is

Address for communications

Address for electronic communications

The Scope is in
ENVIMSE100377 - JBA - 00 - ME00 - CD - Z - 0001 - S3 - P01 - NEC4ECCScope_MIOS v2.1

The Site Information is in
MST-EA-LEHES - MIOS pricing - Documents for pricing - All Documents (sharepoint.com)

The boundaries of the site are
MST-EA-LEHES - MIOS pricing - Documents for pricing - All Documents (sharepoint.com)

The partner contract is
JBA Design Support Contract Bravo Reference 32430

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 key dates and conditions to be met are
condition to be met
'none set' key date
'none set' 'none set'
'none set' 'none set'

The Contractor prepares forecasts of the total Defined
Cost for the whole of the works at intervals no longer
than 4 weeks

3 Time

The starting date is 10 May 2021

The access dates are
part of the Site date
A Site & Fastdraft 10 May 2021

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

The Completion Date for the whole of the works is 31 October 2023

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 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 is
• 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

The interest rate is 2.00% per annum
Base rate of the Bank of England

The Contractor's share percentages and the share ranges are

| | share range | Contractor's share percentage |
|--------------|---------------|-------------------------------|
| less than | 80 % | 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 Edenbridge

The weather measurements to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at 09:00 hours GMT

and these measurements:

- 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 the above locations and which are available from Met Office

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

| | | |
|-----|-----|-----|
| Jan | N/A | Jul |
| Feb | | Aug |
| Mar | | Sep |
| Apr | | Oct |
| May | | Nov |
| Jun | | Dec |

These are additional compensation events

- Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st April 2021 and 30th June 2021
- Anytime the flood storage area is operated and it causes a delay and cost to the Contractor will be deemed a compensation event
- Any additional vegetation clearance to enable works in years 2 and 3 will be deemed a compensation event
- Any disruption from roosting bats or live badger setts within the working area over and above what is included in the scope will be deemed a compensation event
- '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

N/A

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

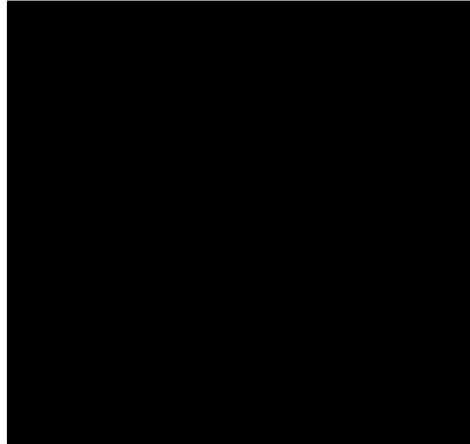
Name

Address for communications

Address for electronic communications

The *Adjudicator* is

Address for communications



'to be confirmed'

'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*.

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

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, not exceeding the forecast provided under clause 20.4 and accepted by the *Client*."

Z7 Aggregated Contractor's share

Delete existing clauses 54 and 93.4 and replace with:

54.7 The *Project Manager* assess the *Contractor's* share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Work Done to Date. The difference is divided into increments falling within each of the *share ranges*. The limits of a *share range* are the Aggregated Price for Work Done to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The *Contractor's* share equals the sum of the products of the increment within each *share range* and the corresponding *Contractor's share percentage*.

54.8 If the Aggregated Price for Work Done to Date is less than the Aggregated Total of the Prices, the *Contractor* is paid its share of the saving. If the Aggregated Price for Work Done to Date is greater than the Aggregated Total of the Prices, the *Contractor* pays its share of the excess.

54.9 If, prior to the Completion Date, the Aggregated Price for Work Done to Date exceeds 110% of the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Total of the Prices is retained from the *Contractor*.

54.10 The *Project Manager* makes a preliminary assessment of the *Contractor's* share at Completion of the Whole of the works using forecasts of the final Aggregated Price for Work Done to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the works.

54.11 The *Project Manager* makes a final assessment of the *Contractor's* share, using the final Aggregated Price for Work Done to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.4 If there is a termination, the *Project Manager* assesses the *Contractor's* share after certifying termination. The assessment uses as the Aggregated Price for Work Done to Date the sum of

- the total of

- o the Defined Cost which the *Contractor* has paid and

- o which it is committed to pay for work done before termination

and

- the total of

- o the Defined Cost which the *Contractor* has paid and

- o which it is committed to pay

- in the *partner contract* before the date the termination certificate is issued under this contract.

The assessment uses as the Aggregated Total of the Prices the sum of

- the total of

- the lump sum price for each activity which has been completed and

- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

and

- the total of

- the lump sum price for each activity which has been completed and

- a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

Add:

11.2(37) The Aggregated Total of the Prices is sum of

- the total of the Prices and

- the total of the Prices in the partner contract

11.2(38) The Aggregated Price for Work Done to Date is the sum of

- the Price for Work Done to Date and/

- the Price for Service Provided to Date in the *partner contract*.

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 28 days from the assessment date.

If the *Contractor* does not achieve payments within these time scales then the *Client* reserves the right to delay payments to the *Contractor* in respect of subcontracted work, services and supplies.

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.

Z18 Payment of pain/gainshare and programme incentivisation

Delete existing clause 54.3 and replace with:

54.3 The *Project Manager* makes regular assessments of the *Contractor's* share until the Completion Date using forecasts of the final Price for Work Done to Date and the final total of the Prices. This share is included in the amount due in the following assessment. The *Project Manager* shall be entitled to take the *Contractor's share* percentage into account when assessing amounts in clause 50 and clause 51 due for payment at each assessment date thereafter. The *Project Manager* shall not assess any amount greater than the amount due when the forecast reaches the top *share range* in the Contract Data Part 1 (120% of the total of the Prices).

Delete existing clause 54.4 and replace with:

54.4 If clause 54.3 does not occur during the works, the *Project Manager* makes a preliminary assessment of the *Contractor's* share at Completion of the Whole of the works using forecasts of the final Price for Work Done to Date and the final total of Prices. This share is included in the amount due following Completion of the whole of the work.

Insert the following new clause 54.5:

54.5 If clause 54.3 does not occur during the works, the *Project Manager* makes a final assessment of the *Contractor's* share, using the final Price for Work Done to Date and the final total of the Prices. This share is included in the final amount due.

Insert the following new clause 54.6:

Programme Payments will be made under the Framework in accordance with Schedule 17

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.

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.

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 X7: Delay damages

X7 only

Delay damages for Completion of the whole of the *works* are



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

£5,000,000.00

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

12 year(s)

OPTION X18: Limitation of liability

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

£5,000,000

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

£5,000,000

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

£5,000,000

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

£5,000,000.00

The *end of liability date* is
Completion of the whole of the *works*

12 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

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

VolkerStevin Ltd

Address for communications



Address for electronic communications

The fee percentage is

Option C

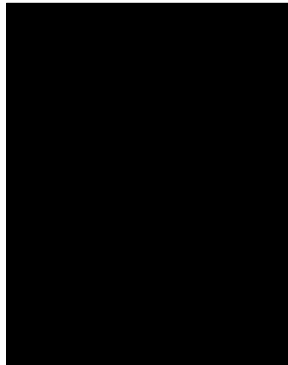


The working areas are

the site, VolkerStevin offices and personnel home offices

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience



The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience

The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

The Scope provided by the *Contractor* for its design is in

3 Time

The programme identified in the Contract Data is

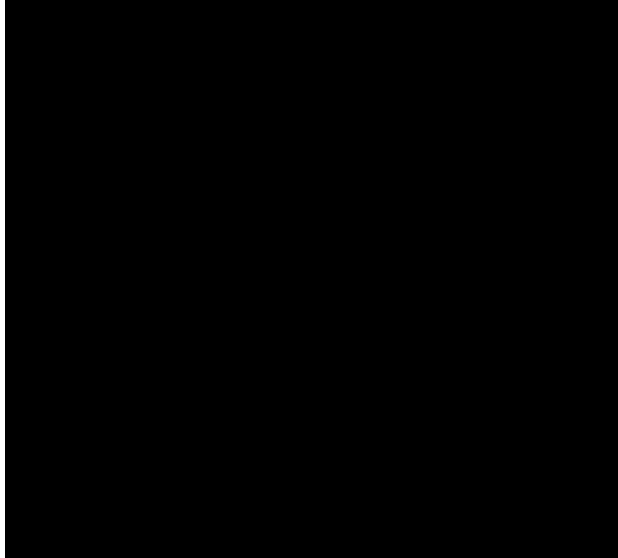
EA CDF - C13570 Leigh Embankment and Hildenborough Exp

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the Contractor are



X10: Information Modelling

The *information execution plan* identified in the Contract Data is

Y(UK)1: Project Bank Account

The *project bank* is

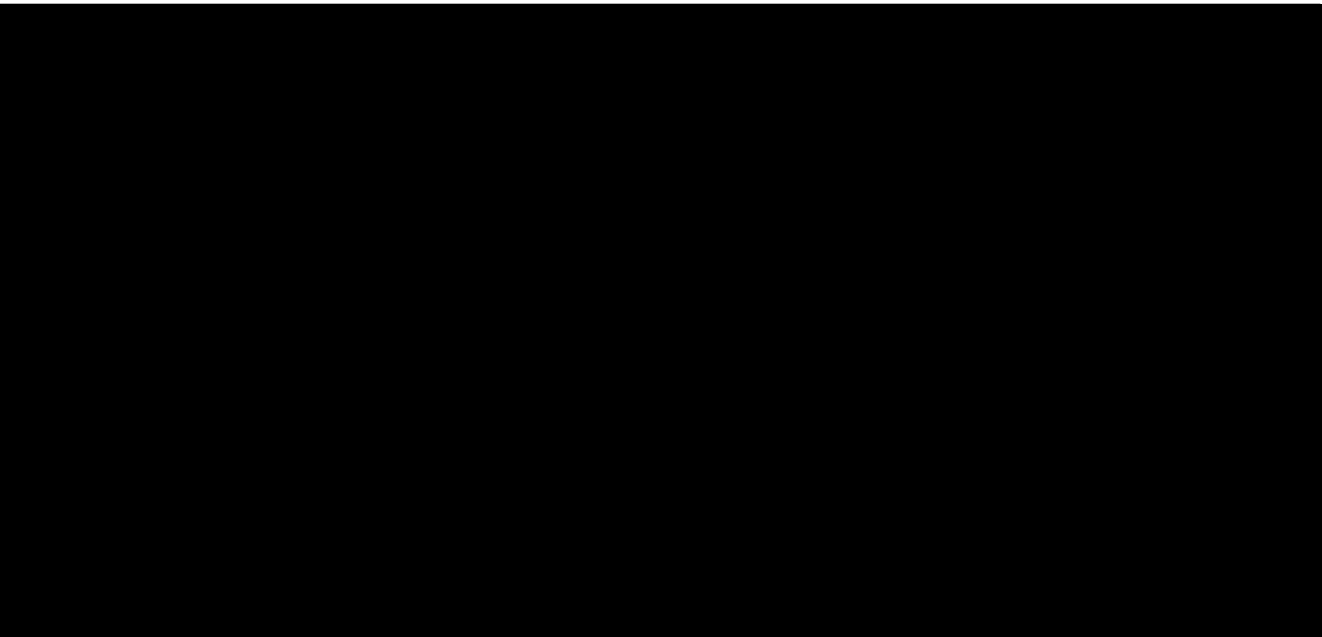


named suppliers are
TBC

Contract Execution

Client execution

Signed as a Deed by for and on behalf of the Environment Agency



Contractor execution

Consultant execution

Signed as a Deed by for and on behalf of VolkerStevin Ltd

