



**Framework:** Collaborative Delivery Framework  
**Supplier:** VolkerStevin Ltd  
**Company Number:** 00288392

**Geographical Area:**  
**Project Name:** Allington Sluice Remedial  
**Project Number:** ENV0002177C

**Contract Type:** Engineering Construction Contract  
**Option:** Option C

**Contract Number:** 32886

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

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

**Project Name** Allington Sluice Remedial  
**Project Number** ENV0002177C

This contract is made on 18 June 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  
ENV0002177C-EA-00-00-SO-Z-0001-S3-P05 6-Allington\_Sluice\_ECC\_Scope-FINAL

**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 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 and Regeneration Act 1996
- Y(UK)3: The Contracts (Rights of Third Parties) Act 1999
- Z: Additional conditions of contract

The works are

The works comprise of:

The Client is Environment Agency

Address for communications  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications [Redacted]

The Project Manager is [Redacted]

Address for communications  
Environment Agency  
Guildbourne House  
Chatsworth Road  
Worthing  
West Sussex  
BN11 1LD

Address for electronic communications [Redacted]

The Supervisor is

Environment Agency  
 Guildbourne House  
 Chatsworth Road  
 Worthing  
 West Sussex  
 BN11 1LD

Address for communications

Address for electronic communications

The Scope is in  
 ENV0002177C-EA-00-00-SO-Z-0001-53-P05.6-Allington\_Sluice\_ECC\_Scope-FINAL

The Site Information is in  
 ENV0002177C-JBA-00-00-SI-Z-0001-A2-C01-Site\_Information

The boundaries of the site are  
 as in ENV0002177C-JBA-00-00-DR-Z-1050-A2-C01-Hazards\_And\_Constraints\_Plan

The partner contract is  
 N/A

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'  
 'none set'  
 'none set'

key date  
 '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

18 June 2021

The access dates are  
 part of the Site

date

The Site  
 ASite  
 FastDraft  
 SharePoint

18 June 2021  
 25 June 2021  
 25 June 2021  
 25 June 2021

The Contractor submits revised programmes at  
 intervals no longer than

4 weeks

The Completion Date for the whole of the works is

29 July 2022

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 Health and Safety Issue to the Public is 24 Hours  
 • The defect correction period for MEICA is 7 Days

**5 Payment**

The currency of the contract is the £ sterling

The assessment interval is Monthly

The Client set total of the Prices is £1,110,381.00

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 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. River level at Upstream Stop Logs at Allingt
- 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 calibrated Met Office Weather Station and which are available from The Met Office

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. 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
2. Fluvially driven water levels, in combination with tidal conditions forecast to exceed +4.10mAOD measured at the upstream stop logs
3. Tidal surge conditions that increase the forecast tide by 0.2m or greater such that the tide level at the downstream stop logs exceeds +4.10mAOD. Tide levels that are forecast to exceed +4.10m AOD and are forecast in the tide table will not automatically trigger a compensation event as the Contractor is able to plan and mitigate for these events well in advance. The compensation event will be triggered where the tide table forecast is +3.9mAOD or less and the surge conditions 0.2m or greater AND the forecast tide level provided by the PCM Project Manager is +4.1mAOD or higher
4. Delays associated with protected species within the working area
5. Change to the Contractor's lifting methodology cause by third-part owners unreasonably withholding unimpeded access
6. Removal of any obstructions not shown on the stop log survey
7. Preparation of stop logs 3 for installation
8. Tree planting to replace removed trees
9. Negative CE for any elements of the scope that have been awarded in advance of the works through other Contracts

## 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

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

'to be confirmed'

'to be confirmed'

['to be confirmed'](#)

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, 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

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

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.

### Z11(UK) 3 The Contracts (Rights of Third Parties) Act

The design consultant employed by the *Contractor* is required to fulfil the obligations of the warrantor under the primary contract for design works that they complete. This includes:

Transfer of rights clause Z11

Professional indemnity insurance cover to same cover as that specified for the *Contractor*

Z11.1 The *Client* (the third party) may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracts (Right of Third Parties) Act 1999 and the following provisions:

Z11.1.1 the parties may not rescind or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and

Z11.1.2 each third party's rights against party A under this agreement shall be subject to the same conditions, limitations and exclusions as apply to party B's rights against party A under this agreement.

Z11.2 Except as provided in clause Z11.1, this agreement does not create any right enforceable by any person who is not a party to it (Other Party) under the Contracts (Rights of Third Parties) Act 1999, but this clause does not affect any right or remedy of a other party which exists or is available apart from that Act.

### 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.

## 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 <i>completion date</i> for each <i>section</i> of the <i>works</i> is |                                    | <i>completion date</i> |
|---|------------------------------------|------------------------|
| <i>section</i>  | <i>description</i>                 |                        |
| 1   | Return 3 gates to operational mode | 31 August 2021         |

**X7 plus X5**

| Delay damages for each <i>section</i> of the <i>works</i> are |                                    | <i>amount per day</i> |
|---|------------------------------------|-----------------------|
| <i>section</i>  | <i>description</i>                 |                       |
| 1   | Return 3 gates to operational mode | £262.00               |

The delay damages for the remainder 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

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

£5,000,000.00

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 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 Hertford Road  
Hoddesdon  
Hertfordshire  
EN11 9BX

Address for electronic communications



The fee percentage is

Option C

8.90%

The working areas are

The site and any other area necessary to provide the works

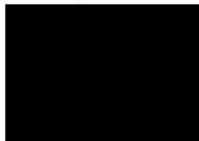
The key persons are

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

**5 Payment**

The *activity schedule* is

**Resolving and avoiding disputes**

The *Senior Representatives* of the Contractor are

Name (1) [REDACTED]  
Address for communications [REDACTED]

Address for electronic communications [REDACTED]

Name (2) [REDACTED]  
Address for communications [REDACTED]

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  
TBC

*named suppliers* are  
TBC

# Contract Execution

## Client execution

Signed under hand by



for and on behalf of the Environment Agency



Role



## Contractor execution

## Consultant execution

Signed under hand by



Signature

for and on behalf of

VolkerStevin Ltd



Role