

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



Framework:	Collaborative Delivery Framework
Supplier:	VolkerStevin Infrastructure Limited
Company Number:	07877543
Geographical Area:	South East
Contract Name:	Arun View Flood Windows Remedial Works, Littlehampton
Project Number:	ENVIMSO001021
Contract Type:	Engineering Construction Contract
Option:	Option C
Contract Number:	C5375
Stage:	Construction

Revision	Status	Originator	Reviewer	Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name Arun View Flood Windows Remedial Works, Littlehampton

Project Number ENVIMSO001021

This contract is made on
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01 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
Arun View Flood Windows Remedial Works, Littlehampton Scope V3.0

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 removal and disposal of 10No. existing defective flood glass panels and frames at the Arun View Inn, Littlehampton, and the design, testing, manufacture and installation of 10No. new toughened flood glass panels and frames to fit existing structural openings.

The *Client* is

Environment Agency

Address for communications

Horizon House
Dearney Road
Bristol
BS1 5AH

Address for electronic communications

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 TBC

Address for communications

Address for electronic communications

The *Scope* is in
Arun View Flood Windows Remedial Works, Littlehampton Scope V3-0

The *Site Information* is in
Arun View Flood Windows Remedial Works Site Information V1-2

The *boundaries of the site* are
As per drawing C11145-TW-DRG-0001-01 by VolkerStevin dated 26/10/22

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
Environmental Action Plan

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	28 August 2023
The <i>access dates</i> are part of the Site	date
Site	30 September 2024
Asite	25 September 2023
FastDraft	25 September 2023

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

The *Completion Date* for the whole of the *works* is 22 January 2025

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 Safety issue for the public 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 £630,301.30

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

	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 Bognor Regis calibrated Met Office weather station (50.781, -0.675)

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 09:00 hours GMT

and these measurements:

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

The weather measurements are supplied by
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. Use of Littlehampton Harbour Board yard for storage/welfare compound is assumed available and free of charge unless otherwise agreed.

2. Adjustment to the 'Carbon methodology 19th April 2023' following agreement with CDT Framework Managers
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

Environment Agency
Riversmeet House
Newtown Industrial Estate
Northway Lane, Tewkesbury
Gloucestershire
GL20 8JG

Address for electronic communications

Name

Address for communications

Defra Group Commercial
c/o Environment Agency
Kingfisher House
Goldhay Way
Peterborough
PE2 5ZR

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

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.

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.

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:

- The index is Office for National Statistics (ONS) CPI (UK, 2015=100).
- The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date.
- The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due.
- 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:

- The Price for Work Done to Date is less than or equal to the total of the Prices and
- 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

Z50 Contractor's Payment Contribution

Add to the end of the third bullet point of clause 50.3 after "from the Contractor":

"...including those in accordance with the separate Settlement Agreement (Settlement Agreement between Environment Agency and VolkerStevin Limited relating to the Littlehampton FAS Scheme, dated 09/03/2023, agreed at £75,000)

Z51 Works done prior to Contract Date

Insert after "Schedule of Cost components" in clause 11.2(24):

"...including costs incurred between 01/07/2021 and Contract Date, ..."

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.

2120 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

Ref	Subject/ Issue to be addressed	Target	Units	Measurement rules	Reporting frequency	If performance does not meet the target stated in the Performance Table, the Contractor pays the amount stated	Limit on sum to be paid by the Contractor (If any)	If performance exceeds or meets the target stated in the Performance Table, the Contractor is paid the amount stated	Limit on sum to be paid by the Contractor (If any)
					(weekly / monthly / at completion)	(Sum or rate)		(Sum or rate)	
1	Carbon	Verified Carbon Budget	tCO ₂ e	FCRM Appraisal Guidance verified in accordance with EN15978	Monthly	TBC	5% of Price	TBC	5% of Price
	TOTAL Limit on SUM TO BE PAID								

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

section	description
1	Site works

completion date
15 November 2024

X7 plus X5

Delay damages for each *section* of the *works* are

section	description
1	Site works

amount per day

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

12

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

£2,000,000.00

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

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 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 Infrastructure Limited

Address for communications Hertford Road
Hoddesdon
Hertfordshire
EN11 9BX

Address for electronic communications

The fee percentage is

Option C

The working areas are

As defined in the works information plus contractors and sul

The key persons are

Name (1) [REDACTED]
Job [REDACTED]
Responsibilities As CDF CV
Qualifications As CDF CV
Experience As CDF CV

The key persons are

Name (2) [REDACTED]
Job [REDACTED]
Responsibilities As CDF CV
Qualifications As CDF CV
Experience As CDF CV

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

EAP still to be issued

IDP still to be issued

2 The Contractor's main responsibilities

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

N/A

3 Time

The programme identified in the Contract Data is

N/A

5 Payment

The *activity schedule* is
TBC

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1) [REDACTED]

Address for communications
Volkerstevin Infrastructure Services Limited
The Lancashire Hub
Preston City Park
Bluebell Way
PR2 5PE

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]

Address for communications
Volkerstevin Infrastructure Services Limited
The Lancashire Hub
Preston City Park
Bluebell Way
PR2 5PE

Address for electronic communications
[REDACTED]

X10: Information Modelling

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

Y(UK)1: Project Bank Account

The *project bank* is
,N/A

named suppliers are
N/A

Contract Execution

Client execution

Signed as Underhand by [PRINT NAME]

for and on behalf of the Environment Agency



04 September 2023

Signature

Date



Role

In the presence of:

Signature

Date

Role

Address

Name [Print]

Contractor execution

Signed as Underhand by [PRINT NAME]

for and on behalf of VolkerStevin Infrastructure



Signature

31/8/23

Date



Role

In the presence of:



Signature

Date



Role



Name [Print]

Address

THE LANCASHIRE HUB

PRESTON CITY PARK.

BLUESELL WAY

PR2 5PE

