



**Framework:** Collaborative Delivery Framework  
**Supplier:** VolkerStevin Infrastructure Limited  
**Company Number:** 07877543

**Geographical Area:**  
**Contract Name:** Glasson Dock Enabling Works for Inspection  
**Project Number:** ENV7006032R

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

**Contract Number:**

**Stage:** Other

Revision	Status	Originator	Reviewer	Date
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**ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA**

**Project Name** Glasson Dock Enabling works for inspection

**Project Number** ENV7006032R

This contract is made on 13 May 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  
Urgent Works NEC4 ECC Scope - VolkerStevin 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
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Secondary Options

- X2: Changes in the law
- 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)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

Temporary Enabling works to allow inspection (actual inspection by others) of the Dock walls and invert including cill and upstand

The *Client* is Environment Agency

Address for communications  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications

The *Project Manager* is

Address for communications Environment Agency

Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications

The Supervisor is

Address for communications

Address for electronic communications

The Scope is in  
Urgent Works NEC4 ECC scope - VolkerStevin v2.2

The Site Information is in  
PCI information (to be issued)

The boundaries of the site are  
Red line boundary given in the NEC4 ECC scope document for site Welfare facilities and storage plus access to and use of East Quay

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	key date
'none set'	'none set'
'none set'	'none set'
'none set'	'none set'
The Contractor prepares forecasts of the total Defined Cost for the whole of the works at intervals no longer than	4 weeks

## 3 Time

The starting date is	30 May 2025
The access dates are part of the Site	date
Access to East Quay and channel invert for silt clearar	11 June 2025
Access to West Quay for welfare facilities, storage anc	19 June 2025
Access to East Quay for MEWPs	19 June 2025
#REF!	

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

The Completion Date for the whole of the works is 28 November 2025

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 Health and safety issues is 24 Hours  
• The defect correction period for education in standard of protection is 24 Hours

#### 5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The Client set total of the Prices is 347,491



The Contractor's share percentages and the share ranges are

share range	Contractor's share percentage
[Redacted]	

#### 6 Compensation events

The place where weather is to be recorded is

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 hours GMT

and these measurements:

1. Not used
- 2.
- 3.
- 4.
- 5.

The weather measurements are supplied by The 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	Not used	Jul
Feb		Aug
Mar		Sep
Apr		Oct
May		Nov
Jun		Dec

These are additional compensation events

1. Extension in duration of installation of temporary Cofferdam (with associated costs including the hire of the MEWPs and crane) beyond 16 days for the inspection of the dock walls and invert by

2. Discovery of the following items during the works [unless the item is identified by the Site Information]:
  - Archaeology
  - UXOs
  - Heritage
  - Uncharted Service
  - Contamination/asbestos
3. Additional constraints over and above the requirements of the contract that are imposed on the Contractor by LPC, local businesses or residents will be a client risk
4. For not being able to discharge silt back into the sea following silt removal by excavator or dredging or washing walls and invert.
5. Any restrictions placed on working hours by AquaVista Marine operators for movement of vessels in and out of the Dock

**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

Not used

**Resolving and avoiding disputes**

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are To be confirmed

Address for communications Environment Agency  
 Horizon House  
 Deanery Road  
 Bristol  
 BS1 5AH

Address for electronic communications

Name 

Address for communications Environment Agency

Horizon House  
 Deanery Road  
 Bristol  
 BS1 5AH

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.

#### **Z11Y(UK) 3 The Contracts (Rights of Third Parties) Act**

Z11.1 The *Contractor* warrants all design complies with the contract whether undertaken by the *Contractor* or by sub-contractors.

Z11.2 All contracts for design employed by the *Contractor* must include:

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

• A requirement for the *Contractor's* sub-contractor to hold Professional indemnity insurance to the same level as the cover specified for the *Contractor* in this Call-off contract

• A clause to give the *Client* (the Environment Agency) the right to enforce the provisions of the Contracts (Right of Third Parties) Act 1999,

• A clause to ensure that neither the *Contractor* nor their sub-contractor can alter the provisions of their sub-contract without the consent of the *Client*

• A clause to ensure that the *Client's* rights against the sub-contractor under this agreement shall be subject to the same conditions, limitations and exclusions as apply to the *Contractor's* rights against the design consultant under this agreement

• A clause to state that except as provided in clause Z11.1, the 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 the clause does not affect any right or remedy of any 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.

#### **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 B4.1 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.

## 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 [REDACTED] per day

### 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 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 12 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(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*

not used not used

**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 

The working areas are The site, head office and any other area required to deliver t

The key persons are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

The key persons are

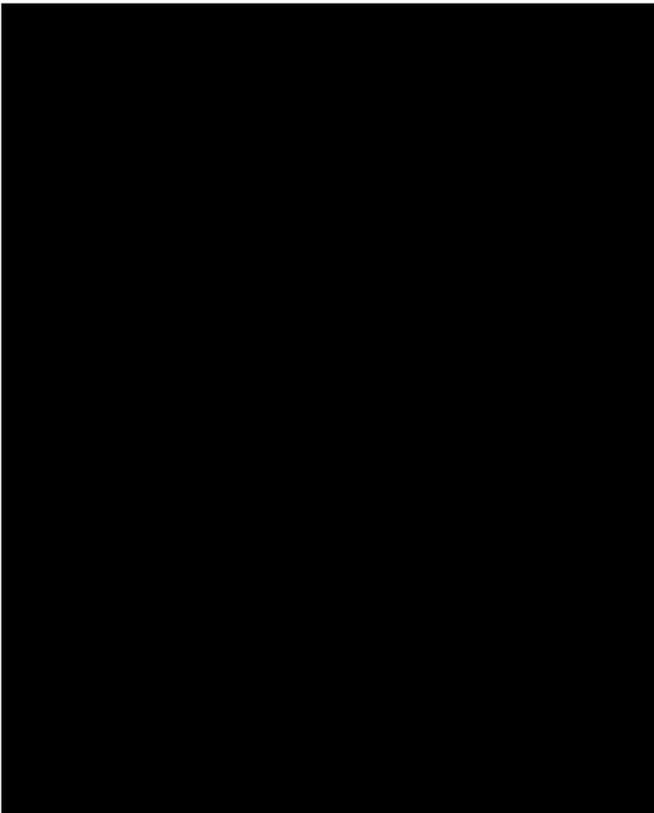
Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

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

N/A

**3 Time**

The programme identified in the Contract Data is

N/A

**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

# Contract Execution

*Client execution*

