



Collaborative Delivery Framework Framework:

BAM Nuttall Ltd Supplier:

00305189 Company Number:

Geographical Area:

Contract Name: Incident Support ECC Contract – East Hub ENV6004349R

Project Number:

Contract Type: **Engineering Construction Contract**

Option: Option E

Contract Number: C26497

Stage: Construction

Revision	Status	Originator	Reviewer	Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Incident Support ECC Contract - East Hub

Project Name

Project Number ENV6004349R This contract is made on 26 November 2024 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 LIT 13260 - CDT NEC4 ECC Scope Incident Support Contract - Final v3.0 Part One - Data provided by the Client Statements given in all Contracts 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. 1 General Main Option Option for resolving and avoiding disputes Option E W2 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 Provision of emergency works response support in the Eastern Hub The Client is Environment Agency Address for communications

Address for electronic communications

	The Project Manager is		
	Address for communications		
	Address for electronic communications		
	Address for communications		
	= _		
	Address for electronic communications		
	The Scope is in LIT 13260 - CDT NEC4 ECC Scope Incident Support Contract - Final v3.0		
	The Site Information is in Specific Ste information to be provided as per Site Specific Scope for each work package via Project Manager Instruction		
	The boundaries of the site are Specific boundaries of the site to be provided as per Site Specific Scope for each work package via Project Manager Instruction		
	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 <i>Contractor's</i> ma	in 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	
2 Time			
3 Time			
	The starting date is	01 December 2024	
	The access dates are part of the Site	date	
	part of the Site		
		01 December 2024	
	The <i>Contractor</i> submits revised programmes at		
	intervals no longer than	4 weeks	
	The Completion Date for the whole of the works is	31 March 2027	

The Client is willing to take over the works before the Completion Date

The period after the Contract Date within which the Contractor is to submit a first programme for acceptance is

4 Quality management

The period after the Contract Date within which the ${\it Contractor}$ is to submit a quality plan is

4 weeks

The period between Completion of the whole of the $\it works$ and the $\it defects$ $\it date$ is

52 weeks

The defect correction period is • The defect correction period for

2 weeks

except that

For Safety issue for the Public is 24 Hours

• The defect correction period for

Monthly

5 Payment

The currency of the contract is the £ sterling

The assessment interval is

The Client set total of the Prices is £1.00

The interest rate is 2.00% per annum (not less than 2) above the

Base rate of the Bank of England

6 Compensation events

The place where weather is to be recorded is

The nearest calibrated Met Office Weather Station to each individual site location

The $\ensuremath{\textit{weather measurements}}$ to be recorder for each calendar month are

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

and these measurements:

- 2. 3.

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 d Met Office Weather Station to each i

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

Jul Jan Feb Aug Mar Apr Oct May Nov Jun Dec

These are additional compensation events

- The Project Manager gives an instruction authorised by the Client to add a new work package, as per Site Specific Scope
- 'not used'
- 3. 'not used'
- 4. 'not used'
- 'not used'

8 Liabilities and insurance

These are additional Client's liabilities

- 'not used'
- 'not used'
- '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

not applicable

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 Address for communications Address for electronic communications The Adjudicator is 'to be confirmed' Address for communications 'to be confirmed' Address for electronic communications 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.

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.

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.

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

Z20 Defect Dates for take over of a part of the works

Where a part of the works is defined and is located in a separate area of the Site and the Client has taken over the works on the date certified by the Project Manger then the period of time to the defects date for that part of the works is the same as the period between Completion of the whole of the works and the defects date as set out 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.

731 FCC - Price Adjustment for Inflation

The Client recognises the ongoing pricing uncertainty with regards to inflation. The Client will mitigate this uncertainty through this clause.

731.1 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
- 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

Nil 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

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

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

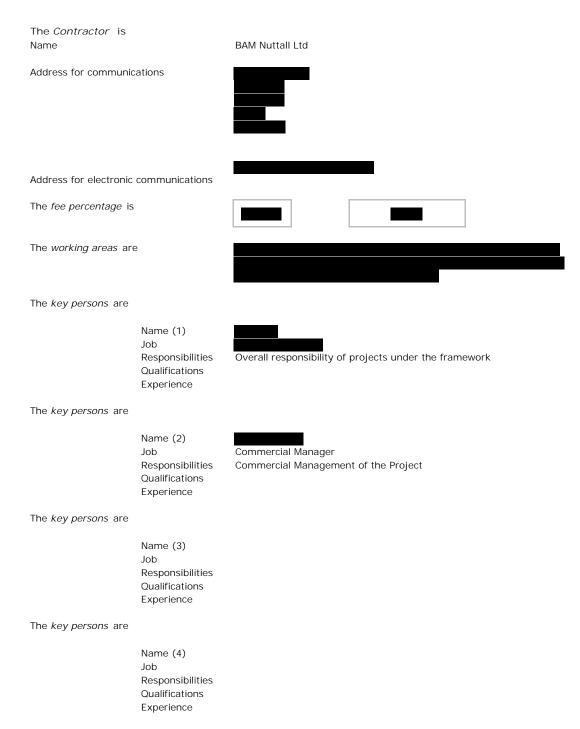
Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term beneficiary

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 following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

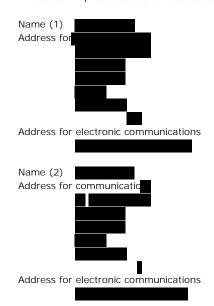
The Scope provided by the *Contractor* for its design is in

3 Time

The programme identified in the Contract Data is

Resolving and avoiding disputes

The Senior Representatives of the Contractor are



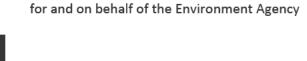
X10: Information Modelling

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

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]





Contractor execution

Signed Underhand by [PRINT NAME]



for and on behalf of

BAM Nuttall Ltd

Managing Director, Regions and Transport

Role

Role