

# NEC4 engineering and construction contract (ECC)

## Scope

### Project / contract information

|                        |                                    |
|------------------------|------------------------------------|
| Project name           | Concrete Flume Repairs Sincil Dike |
| Project 1B1S reference |                                    |
| Contract reference     |                                    |
| Date                   | December 2021                      |
| Version number         | 1.2                                |
| Author                 |                                    |

### Revision history

| Revision date | Summary of changes                 | Version number |
|---------------|------------------------------------|----------------|
| 24 Nov. 21    | First issue                        | 1.0            |
| 15 Dec. 21    | Final Draft                        | 1.1            |
| 22 Dec. 21    | Minor updates to note design as CE | 1.2            |

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict, this Scope shall prevail. The *works* are to be compliant with the following version of the Minimum Technical Requirements:

| Document    | Document Title                 | Version No | Issue date |
|-------------|--------------------------------|------------|------------|
| 412_13_SD01 | Minimum Technical Requirements | Version 9  | 29.08.18   |



## **Contents List**

|               |   |
|---------------|---|
| <b>S 100</b>  | <b>Description of the <i>works</i></b>  |
| <b>S 200</b>  | <b>General constraints on how the <i>Contractor</i> provides the <i>works</i></b> |
| <b>S 300</b>  | <b><i>Contractor's</i> design</b>   |
| <b>S 400</b>  | <b>Completion</b>   |
| <b>S 500</b>  | <b>Programme</b>  |
| <b>S 600</b>  | <b>Quality management</b>   |
| <b>S 700</b>  | <b>Tests and inspections</b>  |
| <b>S 800</b>  | <b>Management of the <i>works</i></b>   |
| <b>S 900</b>  | <b>Working with the <i>Client</i> and Others</b>                                  |
| <b>S 1000</b> | <b>Services and other things to be provided</b>                                   |
| <b>S 1100</b> | <b>Health and safety</b>  |
| <b>S 1200</b> | <b>Subcontracting</b>   |
| <b>S 1300</b> | <b>Title</b>  |
| <b>S 1400</b> | <b>Acceptance or procurement procedure (Options C and E)</b>                      |
| <b>S 1500</b> | <b>Accounts and records (Options C and E)</b>                                     |
| <b>S 1600</b> | <b>Parent Company Guarantee (Option X4)</b>                                       |
| <b>S 1700</b> | <b>Client's work specifications and drawings</b>                                  |

**Appendix 1 BIM Protocol – Production and Delivery Table**

**Appendix 2 BIM Protocol – Employers Information requirements**

## **S 100 Description of the works**

Sincil Dike is a key flood relief channel running through the city of Lincoln. During flood events it is utilised to take 50% of the flow that needs to be passed through the city. It is an historic concrete U channel.

The purpose of the Concrete Flume Repair (CFR) project is to undertake the repair works identified in the [REDACTED] Technical Note (ENV0000951C-JBAB-00-5\_J0-TN-Z-0102\_P01).

There is also a requirement to undertake repairs to the steel access steps at Baileys Sluice.

## **S 101 Description of the works**

The repairs to the CFR fall within four categories as fully detailed in the Technical Note and appendices:

1. Existing Expansion Joints – the Technical Note indicates that there are 27 No expansion joints on each bank (54 No In total) that need replacing.
  - a. Sikaflex 11 FC+ to be used for joint sealant above 1.5m from channel bed. See Appendix F for details.
  - b. Sikadur 31 DW Rapid Sealant to be used on lower 1.5m of joint. See Appendix G for details.
  - c. Sikadur Combiflex SG System to be applied as a cover Sikadur 31 DW Rapid Sealant. See Appendix H for details. Note suitable / compatible epoxy adhesive to be used to adhere banding strip.
2. Concrete Patch Repairs – Areas identified as suffering from spalling between 10mm and 70mm deep, 4 areas on the North bank only.
  - a. Prepare crack – remove loose material, cut back to sound sub-straight and provide min 10mm edge.
  - b. Fosroc Nitobond HAR primer after surface preparation.
  - c. Fosroc Renderoc GP (alternative NAT CEM 35 repair mortar).
  - d. Fosroc Nitobond AR curing membrane after applying Renderoc GP.
  - e. Where there is exposed rebar, ensure Fosroc Nitoprime Zincrich is used to prep the rebar prior to patching.
3. Concrete Crack Repairs – Cracks identified as needing repair to be injected with Fosroc Nitofill injection Grout. There are 2 cracks on the North bank and 6 on the South bank requiring repair.
4. Flap Valves. All flap valves on both banks to be raked out and cleaned. The replacement of flap valves (if necessary) will be covered by a separate instruction.

In addition, *works* are required to Baileys Sluice, as follows:

1. Undertake design to resolve the issues with undermining and any necessary addition or adjustment to the handrails at Baileys Sluice access steps (to be instructed as a compensation event, at the discretion of the *Client*)
2. On acceptance of the design, a separate instruction will be issued for the agreed works.

A more detailed explanation of the *works* can be found in [REDACTED] Technical Note (ENV0000951C-JBAB-00-5\_J0-TN-Z-0102\_P01) and appendices.

**S 102 Purpose of the Works/ Outcome required**

The purpose of the *works* is to reinstate the concrete flume to a 'Good' condition and repair the access steps to Baileys Sluice.

## **S 200      General constraints on how the *Contractor* provides the works**

### **S 201      General constraints**

The *works* are to be undertaken in Sincil Dike. Water levels in the dike are controlled by the *Client* and the operation of Bargate Sluice in Lincoln. Water levels will vary and the *Contractor* shall ensure that they receive advance warning from Lincoln FIDO of forecast water levels in the channel.

The *works* to Sincil Dike can only be accessed by boat from the downstream end at Baileys Sluice.

A site compound is to be established as shown Sincil Dyke Joint repairs Site Plan Rev A. Access to this area will be arranged by the *Client*. The *Contractor* must ensure that the condition of any access roads, tracks, buildings, the Site etc are clearly recorded and photographed prior to gaining access. Any concerning items are to be recorded and shared with the *Client*. The *Contractor* shall install mitigation measures to prevent any damage or increased impacts to any landowner and their land or buildings. A post *works* survey shall also be undertaken by the *Contractor* to demonstrate that the condition of access roads, tracks, buildings and the Site has not been detrimentally impacted by the *Contractor* whilst Providing the Works.

The *Contractor* must not gain access to private land without the owner's permission, or until the Notice of Entry has been served on the landowners by the *Client*.

### **S 202      Confidentiality**

The *Contractor* does not disclose information in connection with the *works* except when necessary to carry out their duties or their obligations under the contract.

The *Contractor* may publicise the *works* only with the *Client's* written permission.

### **S 203      Security and protection on the site**

The *Contractor* shall be responsible for the security requirements for the Site and protection of the public.

### **S 204      Security and identification of people**

The *Contractor* shall be responsible for the security vetting and identification of people working on or visiting the Site.

### **S 205      Protection of existing structures and services**

The *Contractor* shall be responsible for protection of existing structures, services, mains, trees and other plants.

### **S 206      Protection of the works**

The *Contractor* shall be responsible for the protection of the *works* against damage.

### **S 207      Cleanliness of the roads**

The *Contractor* shall be responsible the cleanliness of roads, tracks and private access points that are used by the *Contractor* when undertaking the *works* and shall ensure these are kept clean for use by the landowner and/ or the public.

### **S 208      Traffic Management**

The *Contractor* shall be responsible for the provision and management of any traffic management measures, road closures and public highways closures as necessary to Provide the Works.

#### **S 209      Condition survey**

The *Contractor* shall be responsible for the provision, management and keeping records of any condition surveys that need to be carried out to deliver the *works*, including any associated reinstatement *works*. Pre and post *works* surveys of the Site and access tracks shall be undertaken by the *Contractor* and survey information shall be issued to the *Client* and stored in the BIM archive.

#### **S 2010      Consideration of Others**

*Works* should be managed to minimise / avoid disturbance to the general public and occupiers of adjacent premises.

#### **S 2011      Control of site personnel**

See Section 204 above.

#### **S 2012      Site cleanliness**

The *Contractor* shall be responsible for the provision and management of a clean and tidy Site and welfare facilities. The *Contractor* shall abide by the requirements of the *Client's* Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP).

#### **S 2013      Waste materials**

The *Contractor* shall reduce, reuse and recycle materials whenever possible and ensure that all waste is managed correctly. The *Contractor* shall comply with legal requirements and restrictions applicable to the removal and disposal of waste material.

#### **S 2014      Deleterious and hazardous materials**

The *Client* is not aware currently of any restrictions on the use of deleterious and hazardous material on the Site, however the *Contractor* must carry out their own assessment and manage materials in accordance with legal requirements.

#### **S 2015      Flooding of the Limpet Dams**

There is the potential for the limpet dams to be flooded out during periods of high flow. Therefore, in order ensure the safety of the operatives, all work is to cease and they to be evacuated when water levels reach 50 mm of the top. A timed and dated photograph is to immediately taken and issued to the ECC PM, which will form the basis of any compensation event. Work is only to recommence when the water level has fallen below 75mm of the top.

## **S 300 Contractor's design**

The *Contractor*, once instructed, is responsible for the design of the new steps to Baileys Sluice in accordance with the relevant Codes and Standards.

### **S 301 Design responsibility**

The *Client* has provided the design for the *works* to Sincil Dike.

The *Contractor*, once instructed, is responsible for the design of the new steps to Baileys Sluice.

### **S 302 Design submission procedures**

The design for the Baileys Sluice steps is to be submitted to the *Client* for acceptance, 28 days prior to the planned commencement date as shown on the latest accepted programme.

### **S 303 Design approval from Others**

N/A

### **S 304 Client's requirements**

N/A

### **S 305 Design co-ordination**

N/A

### **S 306 Requirements of Others**

The *Contractor* shall support the *Client* in obtaining and meeting any and all approvals required to undertake the *works*, including an Environmental Permit.

### **S 307 Copyright/licence**

N/A

### **S 308 Access to information following Completion**

All information in relation to Providing the Works shall be stored within the *Client's* Common Data Environment (CDE) system prior to Completion. All information shall be stored in accordance with the timescales stated within Contract Data.

All relevant information required to operate and maintain the asset shall be transferred to the *Client*. The *Contractor* shall allow the *Client* to access information once the Defects Certificate is issued

for a period of up to 6 years, including the timescale for the retention of any information after Completion.

**S 309      Site investigations**

N/A. Not required for this project.



## **S 400      Completion**

### **S 401      Completion definition**

The following are absolute requirement for Completion to be certified, without these items the *Client* is unable to use the *works*:

- 1 hard copy of Health and Safety File and one electronic version The *Contractor* is responsible for provide all information that is requested by the CDM Principal Designer
- 1 hard copy of Operating and Maintenance Manuals and one electronic version.
- 1 hard copy of As Built drawings and one electronic version
- Population of the *Client's* latest version of the Project Cost Tool, or its successor
- Transfer to the *Client* databases of BIM data
- Delivery of the Final Carbon Report

Clause 11.2(2), work to be done by the Completion Date.

### **S 402      Sectional Completion definition**

N/A

### **S 403      Training**

N/A

### **S 404      Final Clean**

On Completion, the *Contractor* returns the roads, footpaths, car parks and any other areas affected by the *works* to a condition not inferior to that pertaining at the commencement of the *works*. All debris, unused materials, equipment and temporary works are to be cleared and removed from the site.

### **S 405      Security**

The *Contractor* is responsible for the security of the site and any compounds / material laydown areas.

### **S 406      Correcting Defects**

N/A

### **S 407      Pre-Completion arrangements**

Prior to any *works* being offered for take over or Completion the *Contractor* shall arrange a joint inspection with the *Supervisor, Project Manager, Client* (scheme Project Manager) and *Client's* Senior User. The initial inspection shall take place a minimum of one week in advance of the planned take over or *Completion*.

### **S 408      Take over**

N/A

## **S 500 Programme**

The target date for Completion is 31/03/22.

### **S 501 Programme requirements**

The programme complies with the requirements of Clause 31.2 and includes alignment and submission of the BEP and Master Information Delivery Plan (MIDP). The programme should be issued in Microsoft Project format.

### **S 502 Programme arrangement**

The programme shall highlight where other parties impact the delivery of the *works*.

### **S 503 Methodology statement**

A methodology statement outlining how the *Contractor* will carry out the works should be provided to the *Client* for sign-off by the Principal Designer one week prior to the planned commencement of the *works*.

### **S 504 Work of the *Client* and Others**

N/A

### **S 505 Information required**

The *Contractor* shall provide a marked-up drawing showing the actual extents of repairs of each category upon completion of the *works*.

### **S 506 Revised programme**

The programme shall be updated monthly for progress meetings with actual and forecast progress against the baseline.

## **S 600     Quality management**

### **S 601     Samples**

The *Contractor* shall notify the *Client* of any materials samples that are required to be taken and tested prior to undertaking the *works*. The procedures for submission and acceptance, shall be agreed with the *Client*.

### **S 602     Quality Statement**

The *Contractor* shall provide a quality statement along with all RAMS to the *Client*, for review 10 working days prior to the commencement of any operation to which the statement relates.

### **S 603     Quality management system**

The *Client's* framework for quality management systems standard shall be adopted.

### **S 604     BIM requirements**

The BIM Information Manager is the *Client* Project Manager and will be confirmed as required through the *Client's* PMI. All information and deliverables are to be compliant with PAS 1192-6(2018) and named correctly to satisfy the *Client's* EIR and IDP.

The *Contractor* shall provide the *Client* will all information that is to be stored within the *Client's* Common Data Environment on Completion, but the *Contractor* shall use the Sharepoint site during delivery to allow multiple users to access information.

**S 700      Tests and inspections**

**S 701      Tests and inspections**

N/A

**S 702      Management of tests and inspections**

The *Contractor* shall provide daily photographic records of the repairs to the *Client*.

**S 703      Covering up completed work**

N/A

**S 704      Supervisor's procedures for inspections and watching tests**

N/A

**S 800      Management of the works**

**S 801      Project team – Others**



**S 802      Communications**

The *Contractor* shall communicate with the *Client* as well as the *Project Manager* using FastDraft and email. In addition to reporting on progress of activities on the programme and description of risks, early warnings and compensation events, the *Contractor* will submit financial updates and forecasts to meet *Client* deadlines in the required format agreed by the *Client's* Cost Manager.

**S 900      Working with the *Client* and Others**

**S 901      Sharing the Working Areas with the *Client* and Others**

N/A no works by Others planned in the Working Areas.

**S 902      Co-operation**

N/A

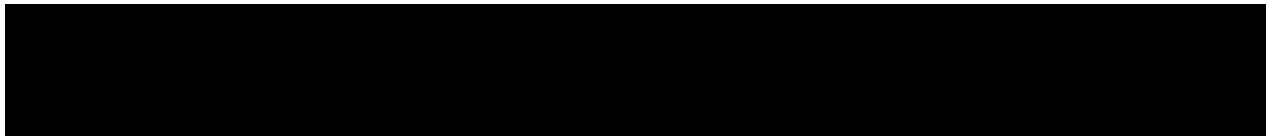
**S 903      Co-ordination**

The *Contractor* is to liaise with the *Client* and Others for the co-ordination of *works* and access.

**S 904      Authorities and utilities providers**

The *Contractor* is responsible for undertaking any necessary utilities search.

**S 905      Diversity and working with the *Client*, Others and the public**



**S 1000 Services and other things to be provided**

**S 1001 Services and other things for the use of the *Client, Project Manager* or Others to be provided by the *Contractor***

- N/A

**S 1002 Services and other things to be provided by the *Client***

NA



## **S 1100 Health and safety**

### **S 1101 Health and safety requirements**

Health and Safety is the number one priority of the *Client*. The *Contractor* shall abide by the requirements of the *Client's* Safety, Health, Environment and Wellbeing Code of Practice (SHEW CoP) and will promote and adopt safe working methods and shall strive to deliver solutions that provided optimum safety to all.

### **S 1102 Method statements**

The *Contractor* is required to submit method statements and risk assessments for each activity to the *Project Manager*, CDM Principal Designer and the CDM Client for review, comment and acceptance, at least 2 weeks prior to undertaking the activity.

The *Contractor* shall ensure the risk assessments and method statements for each operation includes:

- Risk assessments of the work.
- People and resources proposed.
- Timing and sequencing of construction, materials, plant and equipment.
- Details of temporary works.
- Indication of activities that represent a higher level of safety, health and environmental risk.
- Safety, health and environmental controls proposed.
- Any permit to work proposals.

### **S 1103 Legal requirements**

The *Contractor* shall assume the role of Principal Contractor upon award of the Contract.

### **S 1104 Inspections**

The *Contractor* shall allow the *Project Manager* and the *Client* to review and inspect any of the *Contractor's* health and safety procedures at any time.

**S 1200    Subcontracting**

**S 1201    Restrictions or requirements for subcontracting**

N/A

**S 1202    Acceptance procedures**

N/A

**S 1300    Title**

**S 1301    Marking**

N/A

**S 1302    Materials from Excavation and demolition**

N/A

**S 1400    Acceptance or procurement procedure**

N/A

## **S 1500    Accounts and records**

The *Contractor* will provide a daily report that includes all plant, labour, equipment and other resources along with daily / weekly progress. Furthermore, the report shall include a focus on next day's tasks or activities.

The daily report shall be supported by photos, videos, maps, plans and drawings as required by the *Client*.

Weekly summary reports will be produced and issued to the *Client's* Project Manager.

The *Contractor* shall provide a monthly report supported by photos, videos, maps, plans and drawings along with an updated programme for acceptance, forecast of the Defined Cost, and lessons learnt.

The *Contractor* will provide a resource project / site programme and keep logs of all resources used to Provide the Works.

## **S 1501    Additional Records**

The following additional records shall be kept by the *Contractor*:

- Timesheets and site allocation sheets,
- Equipment records,
- Forecasts of the total Defined Cost,(Forecasts are to include, but not be limited to costs to date, costs to completion including detailed breakdown of staff, sub-contract and major material items)

The format and presentation of records to be kept are to be accepted by the *Project Manager*.

**S 1600 Parent Company Guarantee (Option X4)**

N/A

**S 1700 Client's work specifications and drawings****S 1701 Client's work specification**

| Ref | Document Name  | Where used |
|-----|--|------------|
| 1   | Appendix A: Repair Schedule – North Bank                               |            |
| 2   | Appendix B: Repair Schedule – South Bank                               |            |
| 3   | Sikaflex 11 FC+_ Specification Sheet                                   |            |
| 4   | Sikadure 31 DW Rapid Specification Sheet<br>System Specification Sheet |            |
| 5   | Sikadur Combiflex SG System  |            |
| 6   |  |            |

**S 1702 Drawings**

| Ref | Document Name                           | Where used |
|-----|---|------------|
| 1   | Proposed Works General Arrangement 1101 |            |
| 2   | Proposed Works General Arrangement 1102 |            |
| 3   | Proposed Works General Arrangement 1103 |            |
| 4   | Proposed Works General Arrangement 1104 |            |
| 5   | Sincil Dike Joint Repair Sketch         |            |
| 6   |   |            |

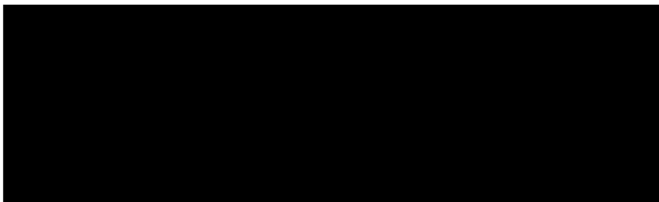
**S 1703 Standards the Contractor will comply with**

The Contractor shall carry out their work using the following guidance.

| Ref | Report Name                                       | Where used |
|-----|---|------------|
|     | Sustainability Measures Form                      |            |
|     | 300_10 SHE handbook for managing capital projects |            |
|     | 300_10_SD27 SHE Code of Practice                  |            |
|     |   |            |
|     |   |            |

**Appendix 1 BIM Protocol – Information Production and Delivery Table**  
N/A





**Framework:** Collaborative Delivery Framework  
**Supplier:** [Redacted]  
**Company Number:** [Redacted]  
**Geographical Area:**  
**Project Name:** Concrete flume repairs Lincoln  
**Project Number:** [Redacted]  
**Contract Type:** Engineering Construction Contract  
**Option:** Option C  
**Contract Number:** [Redacted]  
**Stage:** Construction

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

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name Concrete flume repairs Lincoln

Project Number [REDACTED]

This contract is made on 06 January 2022  
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  
FY21-22 LNA Concrete Flume Repairs Lincoln ECC Contract v1.2, dated 22.12.21

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*
- 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  
Concrete flume repairs, steps and boat ramp design and construction in Lincoln  
The *Client* is [REDACTED]

Address for communications  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Address for electronic communications [REDACTED]

The *Project Manager* is [REDACTED]

Address for communications  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

|               |  |  |
|---------------|--|--|
|               | Address for electronic communications  | [REDACTED]   |
|               | The <i>Supervisor</i> is   | [REDACTED]   |
|               | Address for communications   | [REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED]<br>[REDACTED] |
|               | Address for electronic communications  | [REDACTED]   |
|               | The Scope is in<br>FY21-22 LNA Concrete Flume Repairs Lincoln ECC Contract v1.2, dated 22.12.21  |  |
|               | The Site Information is in<br>Included within Appendix A - ENV0000951C-JBAB-00-5_J0-TN-Z-0102-Technical_Note_P02                         |  |
|               | The <i>boundaries of the site</i> are<br>Site Plan Sincil Dyke.doc   |  |
|               | The <i>language of the contract</i> is English   |  |
|               | The <i>law of the contract</i> is<br><i>the law of England and Wales, subject to the jurisdiction of the courts of England and Wales</i> |  |
|               | 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  |
|               | <b>2 The <i>Contractor's</i> main responsibilities</b>   |  |
|               | The <i>key dates</i> and <i>conditions</i> to be met are<br><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  |
|               |  |  |
| <b>3 Time</b> |  |  |
|               | The <i>starting date</i> is  |  |
|               | The <i>access dates</i> are<br>part of the Site<br>Site Access   |  |
|               |  |  |
|               | The <i>Contractor</i> submits revised programmes at intervals no longer than   |  |
|               |  |  |
|               | The <i>Completion Date</i> for the whole of the <i>works</i> is  |  |
|               |  |  |
|               | The <i>Client</i> is not willing to take over the <i>works</i> before the Completion Date  |  |
|               |  |  |
|               | The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is                   | 1 weeks  |
|               |  |  |
|               | <b>4 Quality management</b>  |  |
|               | The period after the Contract Date within which the <i>Contractor</i> is to submit a quality plan is                                     | 1 weeks  |
|               | The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is  | 52 weeks   |

The *defect correction period* is 2 weeks except that

- The *defect correction period* for public safety 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

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 |
|--|-------------|-------------------------------|
|  |             |                               |
|  |             |                               |
|  |             |                               |

6 Compensation events

The place where weather is to be recorded is RAF Waddington

- 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 9am hours GMT

and these measurements:

1. wind speed
- 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 RAF Waddington  
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. Suspension of work in the limpet dams when the water level reaches 50mm from the top of the dam.
2. 'not used'
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

[Redacted]

[Redacted]

The *Senior Representatives* of the *Client* are

Address for communications

Address for electronic communications

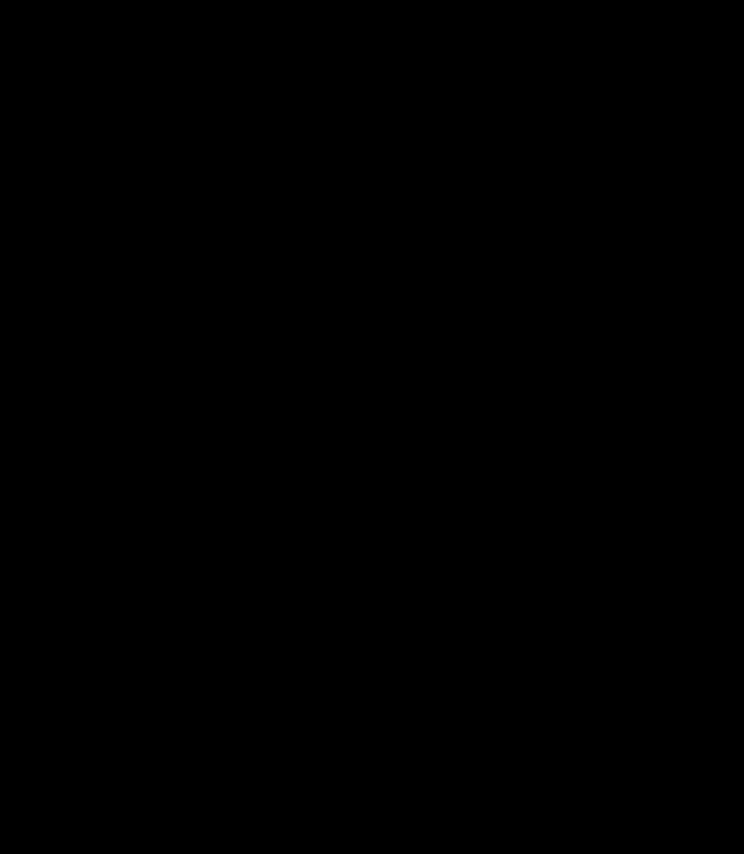
Name

Address for communications

Address for electronic communications

The *Adjudicator* is

Address for communications



Address for electronic communications

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

Z7 Contractor's share

After cl54.2 and before cl54.3, 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. 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.

**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.

**Z30 Material Price Volatility**

The *Client* recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 the *Client* will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.

Z30.1 Defined terms

- a) The Latest Index (L) is the latest index as issued by the *Client*. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the 12-month rate) before the date of assessment of an amount due.
- b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.
- c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.

Z30.2 Price Volatility Provision

Through a Compensation Event the *Client* shall pay the PVP. PVP is calculated as:  
Assessment x MF x L = PVP

If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the *Client*. The PVP calculated at the last assessment before 30 June 2022 is used for calculating the price increase after that date.

Z30.3 Price Increase

Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.

Z30.4 Compensation Events

The *Contractor* shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2022 period compensation event.

| Assessment Date   | Defined Cost?        | Forecasted Cost?                           |
|-------------------|----------------------|--|
|                   |                      |  |
| 31 July 2021      | In period costs only | No   |
| 31 August 2021    | In period costs only | No   |
| 30 September 2021 | In period costs only | No   |
| 31 October 2021   | In period costs only | No   |
| 30 November 2021  | In period costs only | No   |
| 31 December 2021  | In period costs only | No   |
| 31 January 2022   | In period costs only | No   |
| 28 February 2022  | In period costs only | No   |
| 31 March 2022     | In period costs only | No   |
| 30 April 2022     | In period costs only | No   |
| 31 May 2022       | In period costs only | No   |
| 30 June 2022      | In period costs only | Forecasted costs for remainder of contract |
|                   |                      |  |

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
- the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

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

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 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

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 [Redacted]

Address for communications [Redacted]

Address for electronic communications [Redacted]

The fee percentage is [Redacted] [Redacted]

The working areas are [Redacted]

The key persons are

Name (1) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

The key persons are

Name (2) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

The key persons are

Name (3) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

The key persons are

Name (4) [Redacted]  
Job [Redacted]  
Responsibilities [Redacted]  
Qualifications [Redacted]  
Experience [Redacted]

The following matters will be included in the Early Warning Register  
COVID 19

2 The Contractor's main responsibilities

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

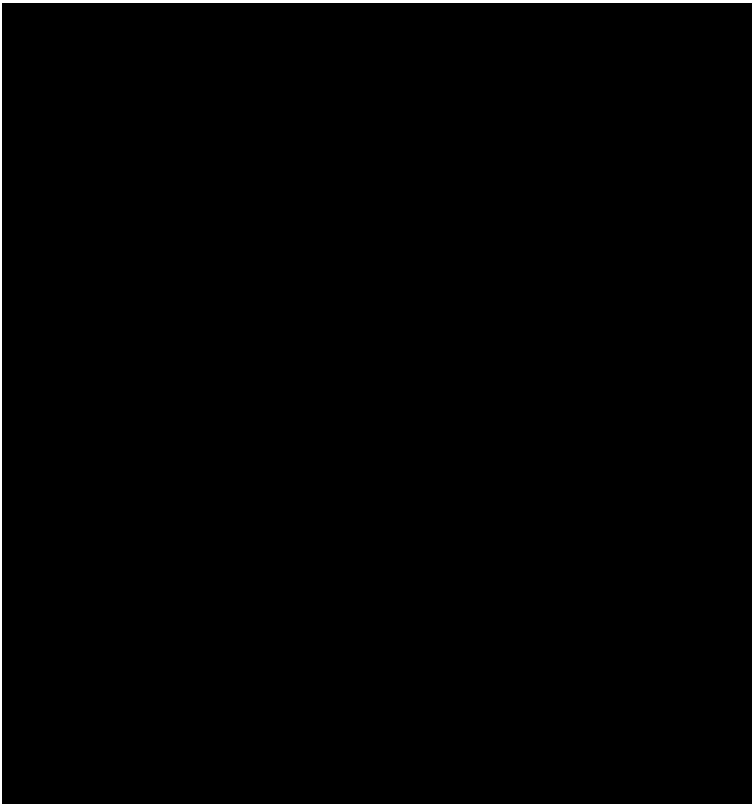
**3 Time**

The programme identified in the Contract Data is

**5 Payment**

The *activity schedule* is

**Resolving and avoiding disputes**



**X10: Information Modelling**

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

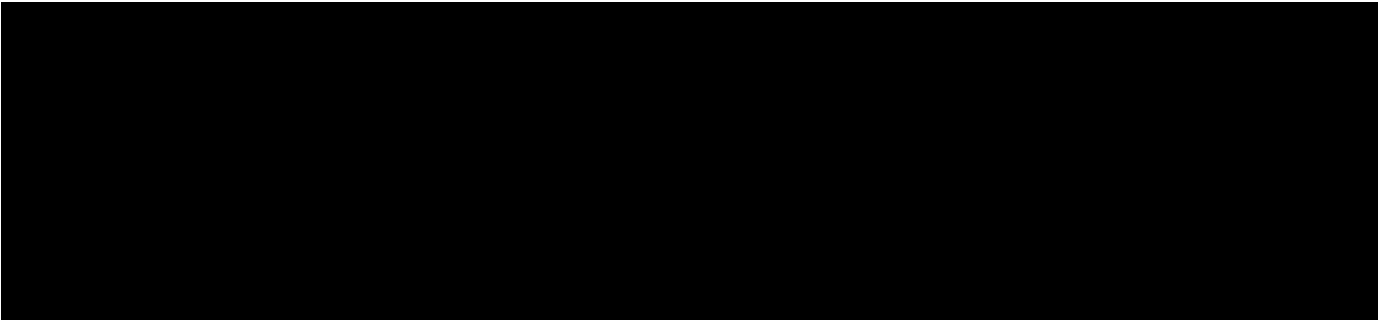
**Y(UK)1: Project Bank Account**

The *project bank* is

*named suppliers* are

# Contract Execution

*Client* execution



*Contractor* execution

