

This document is executed as a deed 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: KSL - Star Inn Gate - Construction Contract
Project Number: ENVIMSE500275

Contract Type: Engineering Construction Contract
Option: Option C

Contract Number: C16029

Stage: Construction

Revision	Status	Originator	Reviewer	Date

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

Project Name KSL - Star Inn Gate - Construction Contract

Project Number ENVIMSE500275

This contract is made on 02 October 2023
~~19 September~~ 2023
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 1st 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
ECC Scope SIG C08

**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
- 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

Star Inn Gates has been identified as a critical asset that requires replacement. Some of the asset elements will need to be modified to improve the reliability of gate operations for maintenance of water levels required to sustain the SSSI.

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

10 Bricket Rd
St Albans
United Kingdom
AL1 3JX

Address for electronic communications



The *Supervisor* is

TBC

Address for communications

Address for electronic communications

The *Scope* is in
ECC Scope SIG C08

The *Site Information* is in
ENVIMSE500275-JBA-00-00-RP-Z-0001-A5-C01-K0200-EA3-LOD3-PCI_Pack.pdf

The *boundaries of the site* are
ENVIMSE500275-JBA-00-00-DR-Z-1000-A5-C04-A0100-EA3-LOD3-Site_Extents.pdf

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
Measures may need to be put in place for Watervoles, following planned survey.

We currently assumed permitted development rights, in case planning permission is required, delays are likely.

DNO power supply is required, if connection is delayed, it might affect the construction window.

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

02 October 2023

The *access dates* are
part of the *Site*

date

Fast Draft

09 October 2023

A Site

09 October 2023

Construction Year 1 - Whole of the *Site* as defined on
ENVIMSE500275-JBA-00-00-DR-Z-1000-A5-C04-
A0100-EA3-LOD3-Site_Extents.pdf

28 February 2024

Construction Year 2 - Whole of the *Site* as defined on
ENVIMSE500275-JBA-00-00-DR-Z-1000-A5-C04-
A0100-EA3-LOD3-Site_Extents.pdf

28 February 2025

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

4 weeks

The *Completion Date* for the whole of the *works* is

01 October 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 Safety issues for the public is 24 Hours
• The *defect correction period* for MEICA elements is 5 Days

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

6 Compensation events

The place where weather is to be recorded is The nearest calibrated Met Office Weather Station to the site is Bexhill (50.8412, 0.4774)

The *weather measurements* to be recorded for each calendar month are

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

and these measurements:

- 1.
- 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

The nearest calibrated Met Office
Weather Station to the site is Bexhill
(50.8412, 0.4774)
which were recorded at the Met Office
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. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
2. Water levels which exceed +2.90mAOD measured at the upstream or downstream stop logs from an event outside of the Contractor's control.
3. 'not used'
4. 'not used'
5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

- The EA could be liable for any damage to the SSSI result of failure of control water levels at the Star Inn Gate, the Contractor has
- 1 liability for any damage to the SSSI resulting from their works.
 - 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* jurisdiction in the courts

The *Senior Representatives* of the Client are

Address for communications

Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

Name

Address for communications

Environment Agency
Defra Group Commercial c/o Environment Agency
Kingfisher House, Goldhay Way
Peterborough
Cambridgeshire
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

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*.

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.

Z20 Defect Dates for Sections

Where a section of the *works* is defined and is located in a separate area of the Site, the time to the *defects date* for that section is the defined period after the Completion of that section, and is defined in the Contract Data.

Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

The Party to which payment is due submits an invoice to the other Party for the amount to be paid within one week of the *Project Manager's* certificate.

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

- one week after the paying Party receives an invoice from the other Party and
- three weeks after the assessment date, or, if a different period is stated in the Contract Data, within the period stated.

If a certified payment is late, or if a payment is late because the *Project Manager* has not issued a certificate which should be issued, interest is paid on the late payment. Interest is assessed from the date by which the late payment should have been made until the date when the late payment is made, and is included in the first assessment after the late payment is made

Z22 Resolving Disputes

Delete W2.1

Z23 Risks and insurance

Replace clause 84.1 with the following
Insurance certificates are to be submitted to the Client on an annual basis.

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.

Z120 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 Contractor 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 Contractor reports to the Project Manager its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the Contractor's 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 Project Manager 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 Contractor pays the amount stated in the Performance Table, • if the relevant performance exceeds or meets the target stated in the Performance Table, the Contractor 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 (weekly/ monthly/ at completion)	Payable by the Contractor or when above target at a rate €/tCO2e		Limit on sum to be paid by the Contractor (t any)	Payable to the Contractor or when below the target at a rate €/tCO2e		Limit on sum to be paid to the Contractor (t any)
	Carbon	Verified Carbon Forecast (from Assessment) ± 10%	tCO2e	Verified Carbon Duration Details (from Assessment) meets the target	At completion	Above target (needs improvement)	Above target (improving)	5% of Price	Above target (worse)	Below target (better)	5% of Price
						≥ +40%	40% ≤ Δ ≤ 10%		10% ≤ Δ ≤ 0%	Δ < 0%	
	TOTAL LIMIT ON SUM TO BE PAID					€15.00	€0.00		€40.00	€40.00	

the Performance Table for this ECC (Lot 2) Post FBC, as set out in the Carbon Methodology (V3) dated 08 June 2023

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

<i>section</i>	<i>description</i>	<i>completion date</i>
1	The Contractor is required to replace the south gate during Construction Year 1 and return the asset to the Clients' Asset Performance and Field Operations Team of the <i>works</i> are	01 November 2024

X7 plus X5

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

<i>section</i>	<i>description</i>
1	The Contractor is required to replace the south gate during Construction Year 1 and return the asset to the Clients' Asset Performance and Field Operations Team

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

12 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

£5,000,000

For any one event, the *Contractor's* liability to the *Client* for loss or damage to the *Client's* property is limited to

£5,000,000

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 12 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

not used not used

term beneficiary

The provisions of Y(UK)1 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

Option C

The working areas are

The Site and all areas required to deliver the Works

The key persons are

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

The key persons are

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

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



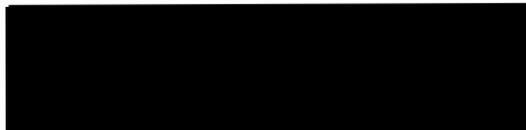
Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1)



Address for communications
The Lancashire Hub
Preston City Park
Bluebell Way
Preston
PR2 5PE



Address for communications
The Lancashire Hub
Preston City Park
Bluebell Way
Preston
PR2 5PE

X10: Information Modelling



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

Y(UK)1: Project Bank Account

The *project bank* is

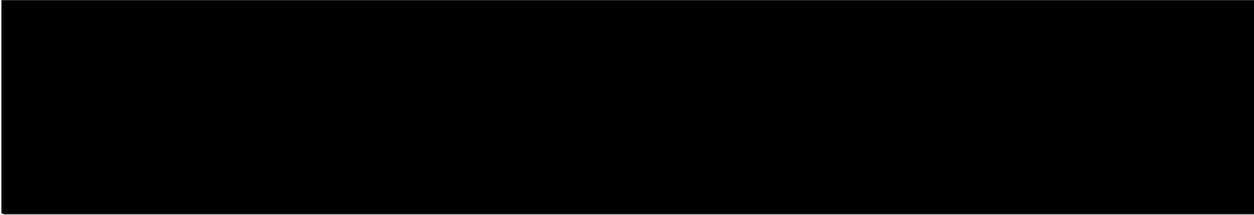
named suppliers are

Contract Execution

Client execution

Signed as a Deed by **[PRINT NAME]**

for and on behalf of the Environment Agency



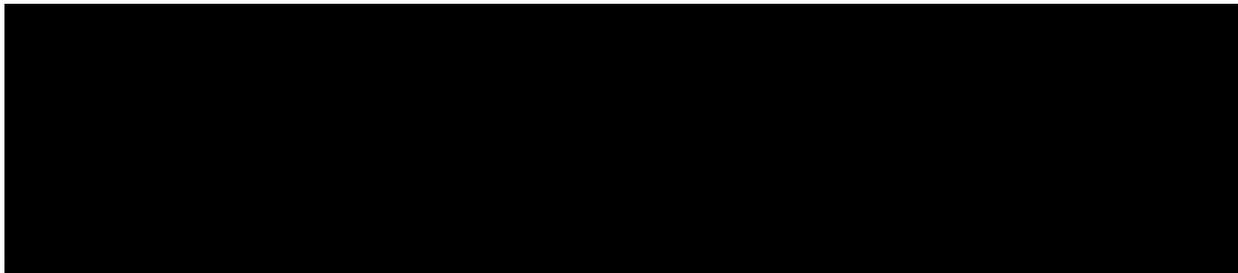
In the presence of:



Contractor execution

Signed as a Deed by **[PRINT NAME]**

for and on behalf of VolkerStevin Infrastructure



In the presence of:

