

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



Framework: Collaborative Delivery Framework
Supplier: Kier Integrated Services Ltd
Company Number: 00873179

Geographical Area:
Contract Name: Bristol and Avon Boat Ramps
Project Number: ENV0004970C

Contract Type: Engineering Construction Contract
Option: Option C

Contract Number:

Stage: Construction

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

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 | Frome, Round House Park- Completion of site works and document handover | 14th December 2024 |
| 2 | Chew Magna, Dumpers lane (In River Works- Installation of ramp toe piles capping beam. Outfall rockrolls and the | 01 October 2025 |
| 3 | Chew Magna, Dumpers lane - Completion of site works and document handover | 01 December 2025 |
| 4 | Bath, Rivers House- Completion of site works and document handover | 30th September 2026 |

X7 plus X5

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

| <i>section</i> | <i>description</i> | <i>amount per day</i> |
|----------------|---|-----------------------|
| 1 | Frome, Round House Park- Completion of site works and document handover | £0.01 |
| 2 | Chew Magna, Dumpers lane (In River Works- Installation of ramp toe piles capping beam, Outfall rockrolls and the removal of the piled | £36.00 |
| 3 | Chew Magna, Dumpers lane - Completion of site works and document handover | £36.00 |
| 4 | Bath, Rivers House- Completion of site works and document handover | £0.01 |

The delay damages for the remainder of the *works* are

OPTION X10: Information modelling

The period after the Contract Date within which the *Contractor* is to submit a first
Information Execution Plan for acceptance is 2 weeks

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its
failure to use skill and care normally used by professional providing information similar to the Project
Information is, in respect of each claim

£5,000,000

The period following Completion of the whole of the *works* or earlier termination for which the
Contractor maintains insurance for claims made against it arising out of its failure to use the skill and
care is

6 years

OPTION 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

after the date on which payment becomes due

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

term

beneficiary

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Bristol and Avon Boat Ramps

Project Number ENV0004970C

This contract is made on 01 June 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
ECC Scope - Bristol and Avon Boat Ramps V8

Part One - Data provided by the *Client*
Statements given in
all Contracts

1 General The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and the secondary Options of the NEC4 Engineering and Construction Contract June 2017.

| | | | |
|--|----------|--|----|
| Main Option | Option C | Option for resolving and avoiding disputes | W2 |
| Secondary Options | | | |
| X2: Changes in the law | | | |
| X5: Sectional Completion | | | |
| X7: Delay damages | | | |
| X9: Transfer of rights | | | |
| X10: Information modelling | | | |
| X11: Termination by the <i>Client</i> | | | |
| 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: <i>Additional conditions of contract</i> | | | |

The *works* are

This contract is for delivery of a package of construction works at three sites on the River Avon to provide the Environment Agency boat access for river maintenance works. (Bath, Rivers House at Twerton, Chew Magna, Dumpers Lane and Frome, Round House Park)

| | |
|---------------------------------------|---|
| The <i>Client</i> is | Environment Agency |
| Address for communications | Horizon House Deanery Road Bristol BS1 5AH |
| Address for electronic communications | |
| The <i>Project Manager</i> 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

ECC Scope - Bristol and Avon Boat Ramps V8

The Site Information is in

Frome_Pre-construction information 19-04-24 GL 230424.docx, Bath(Twerton) Pre-construction information 19-04-24 GL Final 230424.docx,

The *boundaries of the site* are

Frome_Pre-construction information 19-04-24 GL 230424.docx, Bath(Twerton) Pre-construction information 19-04-24 GL Final 230424.docx,

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

20 August 2024

The *access dates* are
part of the Site

date

Chew Magna, Dumpers Lane

17th June 2025

Frome, Round House Park

20th August 2024

Bath, Rivers House

20th August 2024

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

4 weeks

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

30th September 2026

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 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 is
• 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 £772,962.88

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

| | <i>share range</i> | | <i>Contractor's share percentage</i> |
|--------------|--------------------|--------|--------------------------------------|
| less than | | 80 % | 0 % |
| from | 80 % | to # % | as set out in Schedule 17 |
| greater than | | 120 % | as set out in Schedule 17 |

6 Compensation events

The place where weather is to be recorded The nearest calibrated Met Office Weather Station to the site

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 hours GMT

and these measurements:

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

The *weather measurements* are supplied to
The *weather data* are the records of past weather measurement for each calendar month
which were recorded at
and which are available from

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

| | |
|-----|-----|
| Jan | Jul |
| Feb | Aug |
| Mar | Sep |
| Apr | Oct |
| May | Nov |
| Jun | Dec |

These are additional compensation events

1. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023

2. Frome - River levels exceed 62.48mAOD which is 400mm above the proposed capping beam level. The temporary piled dam will be set at this level to maintain a dry area. The contractor must complete works in other areas where possible. (No allowance is required for any re-work or re-construction required to ..)
3. Chew- River levels exceed 39.65mAOD which is 750mm above the proposed toe capping beam level. The temporary piled dam will be set at this level to maintain a dry area. The contractor must complete works in other areas where possible. (No allowance is required for any re-work or re-construction required to ..)
4. Bath- River levels exceed 15.74mAOD which is the proposed quay wall cut level. This trigger level only includes the following works: quay wall cutting, grout capping to quay wall, step install, lower landing concrete slab, mooring cleats and fender install. The contractor must complete works in other areas where possible.
River flow conditions prevents vessel and pontoon launch due to unsafe access to the works. Unsafe conditions to be at the Contractor's discretion. This should be evidenced by the Contractor through daily records of flood water levels, flow records and the time during which works are prevented. (No allowance is required for any re-work or re-construction required to 'not used')
- 5.

8 Liabilities and insurance

These are additional *Client's* liabilities

- 1 'not used'
- 2 'not used'
- 3 'not used'

The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works for any one event is

£15,000,000

The minimum amount of cover for insurance against death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with the contract for any one event is

not less than the amount required by law

The insurance against loss of or damage to the *works*, Plant and Materials is to include cover for Plant and Materials provided by the *Client* for an amount of

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* a

Address for communications

Address for electronic communications

Name

Address for communications

Address for electronic communications

The *Adjudicator* is 'to be confirmed'

Address for communications 'to be confirmed'

Address for electronic communications ['to be confirmed'](#)

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 2A: Risk transfer: Physical conditions within the Site

Clause 60.1 (12) is deleted from this contract.

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.

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:

- The index is Office for National Statistics (ONS) CPI (UK, 2015=100).
- The Base Date Index (B) is the latest available index published by ONS prior to the Contract Date.
- The Latest Index (L) is the latest available index published by ONS before the date of assessment of an amount due.
- The Price Adjustment Factor (PAF) at each date of assessment of an amount due is $0.9((L-B)/B)$.

Z31.2 Application rules.

The provisions of this clause [Z31] shall apply provided that:

- The Price for Work Done to Date is less than or equal to the total of the Prices and
- 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 <i>Contractor</i> is to achieve in Providing the Works and sets out the adjustment to payment if a measured performance is higher, the same or lower than its target. The Performance Table is the <i>performance table</i> unless later changed in accordance with the contract. |
| 15.1 Early Warnings | In Clause 15.1 add as a new bullet between the second and third bullet: “• result in a target in the Performance Table not being met,” |
| Performance Measurements | |
| 57 | Add as Clause 57: |
| 57.1 | ‘From the <i>starting date</i> until the Completion Date, the <i>Contractor</i> reports to the <i>Project Manager</i> its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table. |
| 57.2 | If the <i>Contractor's</i> performance against a target in the Performance Table is not achieving or is forecast not to achieve the performance target stated, it submits to the <i>Project Manager</i> for acceptance its proposals for improving performance. A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target in the Performance Table. |
| 57.3 | At the dates stated in the Performance Table, • if the relevant performance does not meet the target stated in the Performance Table, the <i>Contractor</i> pays the amount stated in the Performance Table, • if the relevant performance exceeds or meets the target stated in the Performance Table, the <i>Contractor</i> is paid the amount stated in the Performance Table. |
| 57.4 | Information in the Performance Table is not Scope. |
| X18 | X18.5 add as a new bullet after the fourth bullet: • low performance damages if the Performance Table applies |

The *performance table* is [ECC-carbon-performance-table.xlsx](#)

the Performance Table for this contract type (NEC4 ECC, Lot 2, Construction) as set out in the Carbon Methodology dated 08 June 2023

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 Kier Integrated Services Ltd

Address for communications 2nd Floor
Optimum House
Clippers Quay
Salford
M50 3XP

Address for electronic communications

The fee percentage is

Option C

10.60%

The working areas are The site, Kier offices, and private dwellings of Kier staff

The key persons are

Name (1) [Redacted]
Job [Redacted]
Responsibilities Project Delivery
Qualifications Bsc
Experience 20+ Years

The key persons are

Name (2) [Redacted]
Job [Redacted]
Responsibilities Project Delivery
Qualifications HND Civil Engineering
Experience 40+ Years

The key persons are

Name (3) [Redacted]
Job [Redacted]
Responsibilities Commercial Management
Qualifications HNC Civil Engineering BsC
Experience 20+ Years

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

2024-07-21 - TP01.0 - BABR (ECC)

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1) [REDACTED]
Address for communications
Hawthorn House
Emperor Way
Exeter Business Park
Exeter
EX1 3QS

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
Address for communications
Hawthorn House
Emperor Way
Exeter Business Park
Exeter
EX1 3QS

Address for electronic communications
[REDACTED]

X10: Information Modelling

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

Contract Execution

Client execution

Signed as a Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

[Redacted Signature]

23/07/2024

Date

Project Manager PCM

Role

In the presence of:

Signature

Date

Role

Address

Name [Print]

Contractor execution

Signed as a Underhand by [PRINT NAME]

for and on behalf of Kier Integrated Ser

[Redacted Signature]

[Redacted Signature]

19th July 2024

Signature

Date

Group Managing Director

Role

In the presence of:

19th July 2024

Signature

Date

Executive Assistant

Role

[Redacted Signature]

Name [Print]

[Redacted Name]

Address

Kier, Building 3000,
Cambridge Research Park, Beach Dr,
Waterbeach, Cambridge CB25 9PD

vices
