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:

Company Number:

Geographical Area: East Midlands

Contract Name: Lower Risk Debris Screens - EMD Design and Build

Project Number:

Contract Type: Engineering Construction Contract

Option: Option C

Contract Number:

Stage: Construction

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

Project Name

Lower Risk Debris Screens - EMD Design and Build

Project Number

This contract is made on 10/02/2025 between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st 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

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

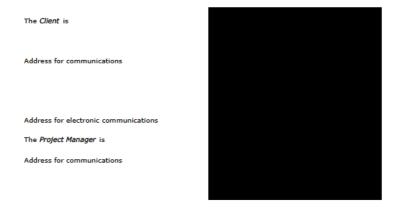
1 General

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.

| ain otion | Option C | Option for resolving and avoiding disputes | W2 |
|--------------|-----------------------------|---|---------------|
| econdar | y Options | | |
| | X2: Changes in the law | | |
| | X5: Sectional Completion | | |
| | X7: Delay damages | | |
| | X9: Transfer of rights | | |
| | X10: Information modelling | ı | |
| | X11: Termination by the Cl | lent | |
| | X15: Contractor's design | | |
| | X18 Limitation of Liability | | |
| | X20: Key Performance Indi | cators | |
| | Y(UK)2: The Housing Grant | s, Construction and Regenera | tion Act 1996 |
| | Y(UK)3: The Contracts (Rig | hts of Third Parties) Act 1999 | |
| | Z: Additional conditions of | contract | |
| | | | |

The works are

Provision for the detailed design and subsequent build of 5 sites that require replacement, modification or removal to bring them up to EA operational standards as per current Construction Industry Research and Information Association (CIRIA) C786 screen design guidance published in 2019. Subject to the discretion of the client further instruction to undertake detailed designs and carry out the construction of further screens under as instructed.





LIT 13260 - CDT NEC4 ECC Scope - EMD - V5, Dated: 19.12.2024

The Site Information is in

The boundaries of the site are

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

none set'

'none set'

The Contractor prepares forecasts of the total Defined

Cost for the whole of the works at intervals no longer than

3 Time

The starting date is 06 January 2025

The access dates are

part of the Site

date

Site Access

Asite 13 January 2025

FastDraft

13 January 2025

The Contractor submits revised programmes at

intervals no longer than

4 weeks

key date

'none set'

'none set' 'none set'

4 weeks

13 January 2025

The Completion Date for the whole of the works is

28 January 2026

The ${\it Client}$ is willing to take over the ${\it works}$ before the Completion Date

The period after the Contract Date within which the ${\it Contractor}$ 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

4 weeks

The period between Completion of the whole of the works and the

52 weeks

| | _ | | | |
|--|---|--|--|--|
| | | | | |
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| | | | | |
| | | | | |

The defect correction period is 2 weeks The defect correction period for • The defect correction period for

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 rate of the Bank of England

Base

The Contractor's share percentages and the share ranges are

share range Contractor's share percentage 80 % 0 %

except that

as set out in Schedule 17 as set out in Schedule 17 80 % 120 % from to greater than 120 %

6 Compensation events

The place where weather is to be recorded is

The nearest calibrated met office station to the site as per scope

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
- ated • the number of days with snow lying at

and these measurements:

less than

- 2.
- 3. 4.

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

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 Sep Oct Mar Apr lun

These are additional compensation events

- 1. Carbon Methodology
- 2. Working Areas Flooded
- 3. When water levels exceed the 1: 10 AEP at the nearest level monitor.
- Delay in Client providing access
- Delay in provision of or lack of Client provided information that impacts the Accepted Programme

Delay in Client acceptance of designs, specifications or

8 Liabilities and insurance

These are additional Client's liabilities

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

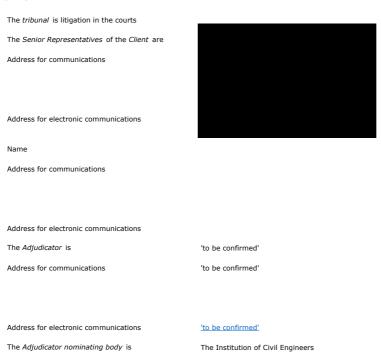
The minimum amount of cover for insurance against loss of or damage to property (except the works, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the Contractor) arising from or in connection with the Contractor Providing the Works for any

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

Resolving and avoiding disputes



Z Clauses

Z1 Correctness of Site Information and other documentsZ1.1 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

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

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 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

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)

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 (Elent 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

51.2 Each certified payment is made by the later or 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.

230 Material Price Volatility

The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2023 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.

730.2 Price Volatility Provision

Through a Compensation Event the Client shall pay the PVP. PVP is calculated as:

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 2023 is used for calculating the price increase after that date.

730.3 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 asse

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 2023 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 | No |
| 31 July 2022 | In period costs only | No |
| 31 August 2022 | In period costs only | No |
| 30 September 2022 | In period costs only | No |
| 31 October 2022 | In period costs only | No |
| 30 November 2022 | In period costs only | No |
| 31 December 2022 | In period costs only | No |
| 31 January 2023 | In period costs only | No |
| 28 February 2023 | In period costs only | No No |
| 31 March 2023 | In period costs only | No |
| 30 April 2023 | In period costs only | No |
| 31 May 2023 | In period costs only | No. |
| 30 June 2023 | 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 as ment of the amount due before that date, for other amounts.

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
- 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

| 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 performance table 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 starting date 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: Iow performance damages if the Performance Table applies |

the Performance Table for this contract type [form, Partner, Stage] as set out in the Carbon Methodology 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

| | | | _ | | | | , | |
|-----|------------|------|-----|------|---------|--------|-------|----|
| ıne | completion | aate | tor | eacn | section | or the | works | IS |

| section 1 | description In accordance with the scope the Project Manager will issue a PMI and set a date for sectional completion for any | completion date Date to be agreed by the parties and issued by PMI |
|--------------|---|---|
| 2 | additional work or design instructed Burleigh Brook, Epinal Way (266889) | 29 September 2025 |
| 3 | Nethergate Brook, US face of Glapton Lane Culvert, Clifton (414539) | 14 January 2026 |
| 4 | Church Yard, Woodborough (407614) | 16 December 2025 |

X7 plus X5

Delay damages for each section of the works are

| section | description | amount per day |
|---------|---|----------------|
| 1 | In accordance with the scope the Project Manager will issue a PMI and set a date for sectional completion for any | NIL |
| 2 | Burleigh Brook, Epinal Way (266889) | NIL |
| 3 | Nethergate Brook, US face of Glapton Lane Culvert, Clifton (414539) | NIL |
| 4 | Church Yard, Woodborough (407614) | NIL |

The delay damages for the remainder of the $\ensuremath{\textit{works}}$ are

OPTION X10: Information modelling

The period after the Contract Date within which the ${\it Contractor}$ is to submit a first Information Execution Plan for acceptance is

6 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

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

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 ${\it Contractor's}$ liability to the ${\it Client}$ for indirect or consequential loss is limited to

| | For any one event, the <i>Contractor's</i> liability t | o the <i>Client</i> for loss or dam | age to the <i>Client's</i> property is limited to |
|-----------------------|---|-------------------------------------|---|
| | The Contractor's liability for Defects due to it | s design which are not liste | d on the Defects Certificate is limited to |
| | The Contractor's total liability to the Client for than excluded matters, is limited to | or all matters arising under | or in connection with the contract, other |
| | The <i>end of liability date is</i> Completion of the whole of the <i>works</i> | 12 years | after the |
| OPTION X20: Key Perfo | ormance Indicators (not used with Op | tion X12) | |
| | The incentive schedule for Key Performance | Indicators is in Schedule 17 | |
| | A report of performance against each Key Per | formance Indicator is provi | ded at intervals of 3 months. |
| Y(UK2): The Housing G | rants, Construction and Regeneration | n Act 1996 | |
| | The period for payment is | 14 days after the date | e on which payment becomes due |
| | | | |
| | | | |
| | | | |

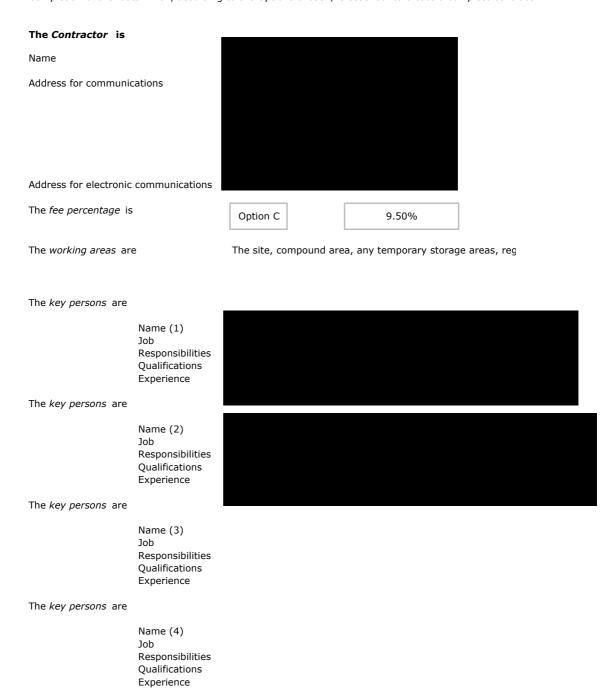
Y(UK3): The Contracts (Rights of Third Parties Act) 1999

| term | beneficiary |
|----------|-------------|
| Not Used | Not Used |
| | |
| | |
| term | beneficiary |

Part Two - Data provided by the Contractor

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General



The following matters will be included in the Early Warning Register

2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in

3 Time

The programme identified in the Contract Data is

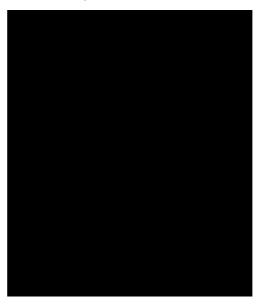
Debris Screens Construction Programme Cl31 Rev7

5 Payment

The activity schedule is

Resolving and avoiding disputes

The Senior Representatives of the Contractor are



X10: Information Modelling

The $information\ execution\ plan\ identified\ in$ the Contract Data is

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 |
|---|--------------------------|
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| Contractor execution | |
| | |
| Signed as a Deed by [PRINT NAME] | for and on behalf of |
| Signed as a Deed by [PRINT NAME] | for and on behalf of |
| Signed as a Deed by [PRINT NAME] | for and on behalf of |
| Signed as a Deed by [PRINT NAME] | for and on behalf of |
| Signed as a Deed by [PRINT NAME] | for and on behalf of |
| Signed as a Deed by [PRINT NAME] | for and on behalf of |
| Signed as a Deed by [PRINT NAME] | for and on behalf of |
| Signed as a Deed by [PRINT NAME] | for and on behalf of |
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| Signed as a Deed by [PRINT NAME] | for and on behalf of |