



Framework:	Collaborative Delivery Framework
Supplier:	BAM Nuttall Ltd
Company Number:	00305189
Geographical Area:	
Project Name:	Broads Asset Maintenance - BAM
Project Number:	ENV6004936R
Contract Type:	Engineering Construction Contract
Option:	Option E
Contract Number:	32367

Revision	Status	Originator	Reviewer	Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Broads Asset Maintenance - BAH

Project Number ENV60049368

This contract is made on 19 July 2021 between the Client and the Contractor

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th 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
Broads Asset Maintenance BAH ECC scope version 3 dated 26/05/2021

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 E	Option for resolving and avoiding disputes	W2
Secondary Options:			
X2: Changes in the law			
X10: Information modelling			
X11: Termination by the Client			
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			
Z: Additional conditions of contract			

The works are

The works is the delivery of asset maintenance activities in the Broads. As part of a collaborative team, the Contractor will provide the resources, equipment and facilities required to deliver the operational tasks and will act as

The Client is Environment Agency

Address for communications

Address for electronic communications

The Project Manager is

Address for communications

Address for electronic communications

The Supervisor is

Address for communications

Address for electronic communications

The Scope is in
Broads Asset Maintenance BAH ECC scope version 3 dated 26/05/2021

The Site Information is in
Appendix A1 - A8

The boundaries of the site are
Appendix A1

The partner contract is
N/A

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	key date
condition to be met	'none set'
'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 19 July 2021

The access dates are part of the Site date 19 July 2021

Access required to whole of the site at Starting Date 19 July 2021

Access to FastDraft required at Starting Date

The Contractor submits revised programmes at intervals no longer than 4 weeks

The Completion Date for the whole of the works is 31 May 2023

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

The period after the Contract Date within which the Contractor is to submit a first programme for acceptance is 4 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 E 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 Bank of England

Base rate of the

6 Compensation events

The place where weather is to be recorded is

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 0900h hours GMT

and these measurements:

1. The number of days with minimum air temperature less than 0 degrees Celsius
- 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 Fairhaven Gardens (South Walsham)

and which are available from Met Office

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

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

These are additional compensation events

1. Managing and mitigating the impact of Covid 19 and work in accordance with Public Health England guidance, as may vary from time to time, from 1st July to 31st August 2021.

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 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
The Adjudicator nominating body is

'to be confirmed'
'to be confirmed'

'to be confirmed'
The Institution of Civil Engineers

Z Clauses

Z3 Prevention: No change to prices
Delete first sentence of clause 62.2 and replace with:
"Quotations for compensation events except for the compensation event described in 60.1(19) comprise proposed changes to the Prices and any delay to the Completion Date and Key Dates assessed by the Contractor. Quotations for the compensation event described in 60.1(19) comprise any delay to the Completion Date and Key Dates assessed by the Contractor."
Delete The "At start of clause 63.1 and replace with:
"For the compensation event described in 60.1(19) the Prices are not changed. For other compensation events the ..."

Z 4 The Schedule of Cost Components

The Schedule of Cost Components is as detailed in the Framework Schedule 9.

Z 6 Payment for Work

Delete existing clause 11.2 (31) and replace with:
"11.2 (31) The Price for Work Done to Date is the total Defined Cost which the Project Manager forecasts will have been paid by the Contractor before the next assessment date plus the Fee, not exceeding the forecast provided under clause 20.4 and accepted by the Client."

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.

Z11Y(UK) 3 The Contracts (Rights of Third Parties) Act

The design consultant employed by the Contractor is required to fulfil the obligations of the warrantor under the primary contract for design works that they complete. This includes:
Transfer of rights clause Z11
Professional indemnity insurance cover to same cover as that specified for the Contractor
Z11.1 The Client (the third party) may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracts (Right of Third Parties) Act 1999 and the following provisions:
Z11.1.1 the parties may not rescind or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and
Z11.1.2 each third party's rights against party A under this agreement shall be subject to the same conditions, limitations and exclusions as apply to party B's rights against party A under this agreement.
Z11.2 Except as provided in clause Z11.1, this 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 this clause does not affect any right or remedy of a other party which exists or is available apart from that Act.

Z21 Requirement for Invoice

Add the following sentence to the end of clause S1.1:
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 S1.2:
S1.2 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.

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 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 £1,000,000.00

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 £7,000,000

The *end of liability date* is 6 years after the Completion of the whole of the *works*

OPTION X20: Key Performance Indicators (not used with Option X12)

The *incentive schedule* for Key Performance Indicators is in Schedule 17.

A report of performance against each Key Performance Indicator is provided at intervals of 3 months.

Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

The period for payment is 14 days after the date on which payment becomes due

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

term beneficiary

Part Two - Data provided by the Contractor

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

1 General**The Contractor is**

Name BAM Nuttall Ltd

Address for communications



Address for electronic communications



The fee percentage is

Option E



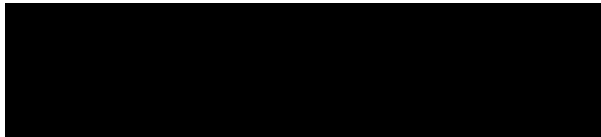
The working areas are

The Working Areas are in the Site, and all BAM, and Supply Chain offices, workshops, stores, and other business locations including BAM employees working from home premises

The key persons are

Name (1)
Job

Responsibilities
Qualifications
Experience



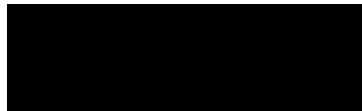
The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience



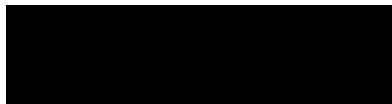
The key persons are

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

Indefinite ongoing measures COVID-19 pandemic

3rd party objection/obstruction of works, particularly grass cutting

Compliance with EA issued MTR's June 2021



2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in

There is no Contractor design requirement

3 Time

The programme identified in the Contract Data is

To be confirmed

5 Payment

forecast of the total Defined Cost plus the Fee

Resolving and avoiding disputes

The Senior Representatives of the Contractor are

Name (1)

Address for communications

Address for electronic communications

Name (2)

Address for communications

Address for electronic communications

X10: Information Modelling

The information execution plan identified in the Contract Data is

None

Y(UK)1: Project Bank Account

The project bank is

named suppliers are

Not applicable

Contract Execution

Client execution

Signed under hand by

for and on behalf of the Environment Agency

Signature

Role

Contractor execution

Consultant execution

Signed under hand by Martin Bellamy

for and on behalf of

BAM Nuttall Ltd

Signature

Role

