

[illegible]

## ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework

### CONTRACT DATA

**Project Name** Shoreham Adur Tidal Walls W7 Advance purchase of Piles and delivery

**Project Number** IMSO000648

This contract is made on 14 January 2022  
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the *Client* and the *Contractor* in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference
- Schedules 1 to 21 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference  
Shoreham Adur Tidal Walls W7 Advance purchase of Piles and delivery NEC4 ECC Scope v1.0

### 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

Secondary Options

Z: Additional conditions of contract

The works are

The Contractor shall purchase, store (if required), transport and offload steel sheet piles to SATW Reach W7 remedial works site on Cecil Pashley Way, Shoreham-by-Sea. Offload the steel sheet piles in line with the SATW Reach W7 remedial works' programme. Offloading reference MOTS red line drawing IMSO000648-MMC-01-W7-DR-C-2720 P02

The *Client* is

Environment Agency

Address for communications

Horizon House, Deanery Rd, BS1 5AH

Address for electronic communications

The *Project Manager* is

Address for communications

Address for electronic communications

The Supervisor is *TBC*

Address for communications

Address for electronic communications *TBC*

The Scope is in  
Shoreham Adur Tidal Walls W7 Advance purchase of Piles and delivery NEC4 ECC Scope v1.0

The Site Information is in  
SATW - PCI - Rev 1.1

The boundaries of the site are  
IMSO000648-MMC-01-XX-DR-C-2720 / IMSO000648-MMC-01-W7-DR-C-2711

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 14 January 2022

|                      |                  |
|----------------------|------------------|
| The access dates are | date             |
| part of the Site     | 14 January 2022  |
| Fastdraft            | 14 January 2022  |
| Asite                | 14 January 2022  |
| Sharepoint           | 14 January 2022  |
| On site access       | 14 February 2022 |

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

The Completion Date for the whole of the works is 30 July 2022

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 1 requires emergency correctk is 24 Hours  
 • The defect correction period for Not used is Not used Insert term

## 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

## 6 Compensation events

The place where weather is to be recorded is Shoreham Airport weather station

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 09:00 hours GMT

and these measurements:

1. • the cumulative rainfall (mm) • the numi
- 2.
- 3.
- 4.
- 5.

The weather measurements are supplied by Shoreham Airport weather station  
 The weather data are the records of past weather measurement for each calendar month  
 which were recorded at Not used  
 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 | Not used | Jul |
| Feb |          | Aug |
| Mar |          | Sep |
| Apr |          | Oct |
| May |          | Nov |
| Jun |          | Dec |

These are additional compensation events

1. 'not used'
2. 'not used'
3. 'not used'
4. 'not used'
5. 'not used'

## 8 Liabilities and Insurance

These are additional Client's liabilities

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

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

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

'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

### 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.

### Z16 Disallowed Costs

Add the following bullets to clause 11.2 (26) Disallowed costs

- was incurred due to a breach of safety requirements, or due to additional work to comply with safety requirements.
- was incurred as a result of the client issuing a Yellow or Red Card to prepare a Performance Improvement Plan.
- was incurred as a result of rectifying a non-compliance with the Framework Agreement and/or any call off contracts following an audit.

### Z19 Linked contracts

Delays and additional cost on this contract resulting from the *Contractor's* fault or error on a previous contract on this project or programme will be a Disallowable cost under this contract and not be a Compensation event under this contract.

### Z21 Requirement for Invoice

Add the following sentence to the end of clause 51.1:

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

Delete existing clause 51.2:

51.2 Each certified payment is made by the later of

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

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

### Z22 Resolving Disputes

Delete W2.1

**Z23 Risks and Insurance**

Replace clause 84.1 with the following

Insurance certificates are to be submitted to the Client on an annual basis.

**Z30 Material Price Volatility**

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

**Z30.1 Defined terms**

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

**Z30.2 Price Volatility Provision**

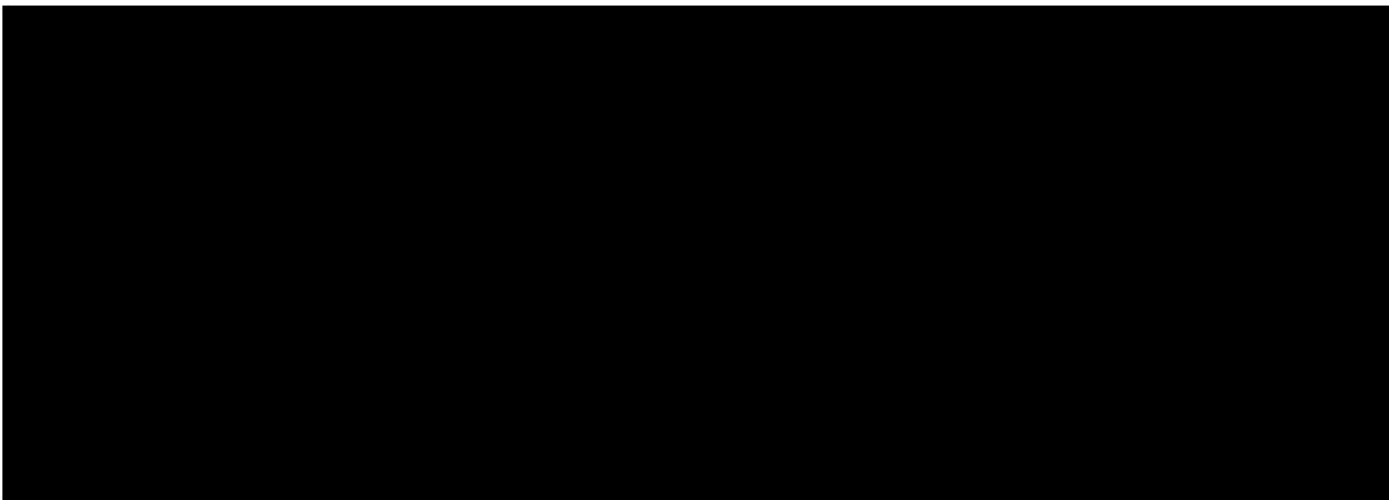
Through a Compensation Event the *Client* shall pay the PVP. PVP is calculated as:

$$\text{Assessment} \times \text{MF} \times \text{L} = \text{PVP}$$

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

**Z30.3 Price Increase**

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

**Z30.4 Compensation Events**

## 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

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

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to

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

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

VolkerStevin Ltd

Address for communications

Address for electronic communications

[VS-CDF <VS-CDF@volkerstevin.co.uk>](mailto:VS-CDF <VS-CDF@volkerstevin.co.uk>)

The fee percentage is

The working areas are

the site and any other area necessary to provide the works.

The key persons are

|                  |               |
|------------------|---------------|
| Name (1)         | Windsor Young |
| Job              |               |
| Responsibilities |               |
| Qualifications   | See CV        |
| Experience       | See CV        |

The key persons are

|                  |             |
|------------------|-------------|
| Name (2)         | Lyndon Hall |
| Job              |             |
| 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

NA

### 3 Time

The programme identified in the Contract Data is

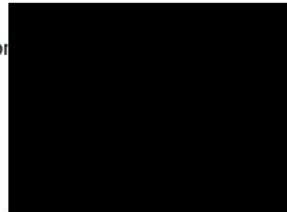
### 5 Payment

The *activity schedule* is

### Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1)  
Address for



Address for



Name (2)  
Address for



### X10: Information Modelling

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

## Contract Execution

### *Client* execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency



### *Contractor* execution

Signed Underhand by [PRINT NAME]

for and on behalf of

VolkerStevin Ltd

