

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:	00777543
Geographical Area:	North West
Contract Name:	Littleborough FRMS Phase 1B
Project Number:	ENVIMN000100
Contract Type:	Engineering Construction Contract
Option:	Option C
Contract Number:	tbc
Stage:	Construction

Revision	Status	Originator	Reviewer	Date
1				07/07/2023

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

Project Name Littleborough FRMS Phase 1B

Project Number ENVIMN000100

This contract is made on **09 February 2024**
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated xx day of Month Year 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

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
- X16: Retention
- 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: Additional conditions of contract

The works are

Phase 1b - comprises the creation of a flood storage reservoir at the Gale site to further enhance the level of flood protection and sections of linear defences both upstream and downstream of Gale.

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

AECOM
Exchange Station
Tithebarn Street
Liverpool
L2 2QP

Address for electronic communications

The Supervisor is

Address for communications

Richard Fairclough House
Knutsford Road
Warrington
WA4 1HT

Address for electronic communications

The Scope is in

ENVIMNW000100-JAC-ZZ-4B0-SP-C-0004-A4-C05-B1500-EA4-LOD4-SCOPE PHASE 1B Ver2

The Site Information is in

ENVIMNW000100-JAC-ZZ-4B0-SP-C-0005-A4-C04

The boundaries of the site are

IMNW000100-JAC-ZZ-4B0-DR-PL-0101, IMNW000100-JAC-ZZ-4B0-DR-PL-0102, IMNW000100-JAC-ZZ-4B0-DR-PL-0103, IMNW000100-JAC-ZZ-4B0-DR-PL-

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
Service Diversions

Ground Conditions

Ground Water quality

Reservoir Act Construction Engineer constraints

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

Monthly

3 Time

The starting date is

14 February 2024

The access dates are
part of the Site

date

4C0 Gale East and West Storage Reservoir

14 February 2024

4D0 Shottwood Fold / Reddyshore Brow

14 February 2024

4H0 Eales Brook

14 February 2024

4C1 Grove Lodge

14 February 2024

The Contractor submits revised programmes at
intervals no longer than

Monthly

The Completion Date for the whole of the works is

02 June 2027

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

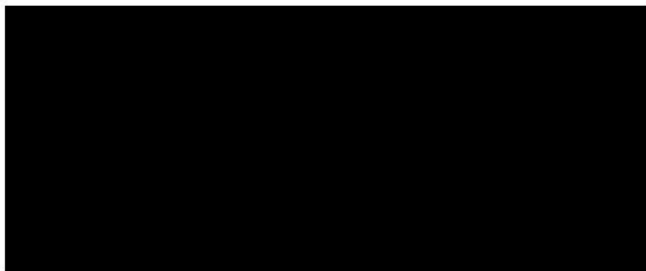
52 weeks

The defect correction period is 2 weeks except that
• The defect correction period for Health & Safety issue for the put is 24 Hours
• The defect correction period for defects that present a flood risk is 72 Hours

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly



6 Compensation events

The place where weather is to be recorded is

The nearest calibrated Met Office Weather Station to the site is - Location Littleborough LAT 53 6459

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 0900 GMT hours GMT

and these measurements:

1. the cumulative rainfall (mm)
2. the number of days with rainfall more than 5mm
3. the number of days with minimum air temp less than 0 degrees Celsius
4. the number of days with snow lying at 09:00
- 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 site - Location 53.609, -2 177 Alt 110m 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. Refer to Littleborough Phase1b - RAS V2

2
3
4
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

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

Phase 1A piles, Penketh piles, rebar free issue

Resolving and avoiding disputes

The tribunal is litigation in the courts

The Senior Representatives of the Client are

Address for communications

Environment Agency
Horizon House
Deanery Road
Bristol

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

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 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 timescales 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.

Z30 Material Price Volatility

not used

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 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: • low performance damages if the Performance Table applies

The performance table is

ECC-carbon-performance-table.xlsx

the Performance Table for this contract type (form, Partner, Stage) as set out in the Carbon Methodology Version 3.1.

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

section	description	completion date
1	All of the works excluding seasonal planting	05 April 2027

NOL ZM

X7 plus X5

Delay damages for each section of the works are

section	description	amount per day
1	All of the works excluding seasonal planting	

NOL ZM

The delay damages for the remainder of the works are

NOL ZM

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

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 X16: Retention

The retention free amount is
The retention percentage is

NOL ZM

The Contractor may not give the Client a retention bond

OPTION X18: Limitation of liability

The Contractor's liability to the Client for indirect or consequential loss is limited to

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 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(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 Infrastructure Limited

Address for communications

Hertford Road
Hoddesdon
Hertfordshire
EN11 9BX

Address for electronic communications

 VS-CDF@volkerstevin.co.uk

The fee percentage is

Option C | 

The working areas are

The site, off-site compounds, area offices and other areas tha

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience


Contracts Manager

The key persons are

Name (2)
Job
Responsibilities
Qualifications
Experience


Senior Project Manager

The key persons are

Name (3)
Job
Responsibilities
Qualifications
Experience


Project Manager

The key persons are

Name (4)
Job
Responsibilities
Qualifications
Experience


Managing Quantity Surveyor

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

Not applicable

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) [REDACTED]
Address for communications
The Lancashire Hub
Preston City Park
Preston
PR2 5PE

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
Address for communications
The Lancashire Hub
Preston City Park
Preston
PR2 5PE

Address for electronic communications
[REDACTED]

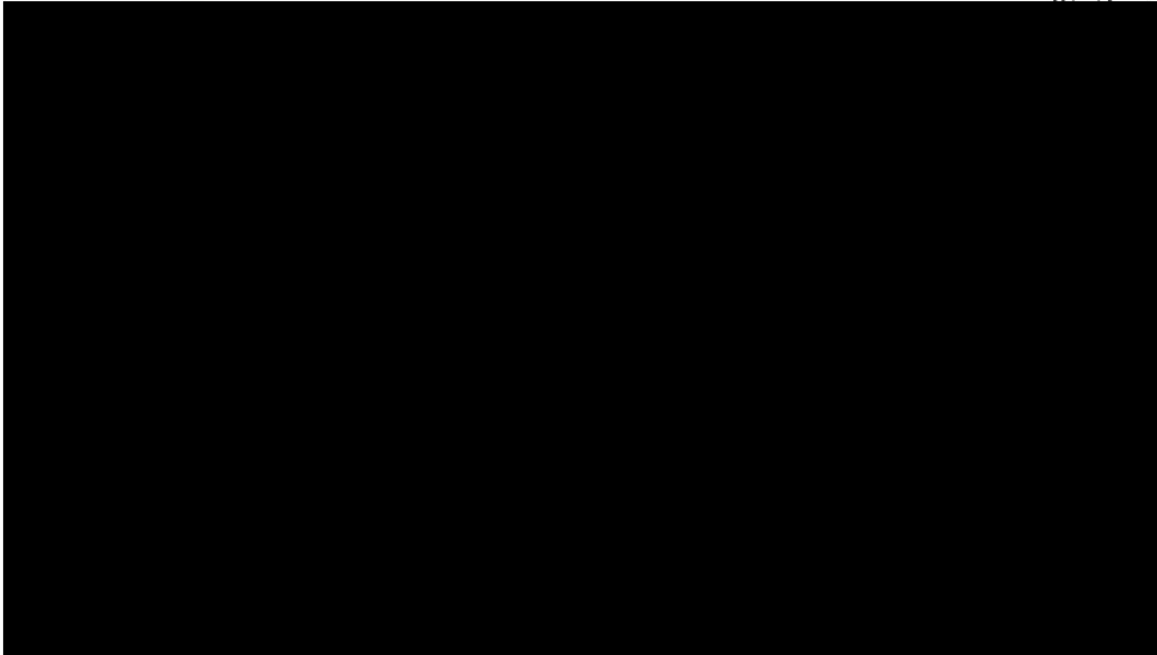
X10: Information Modelling

The information execution plan identified in the Contract Data is
TBC

Contract Execution

Client execution

Signed as a Deed by **[PRINT NAME]** for and on behalf of the Environment Agency



Contractor execution

Signed as a Deed by **[PRINT NAME]** for and on behalf of VolkerStevin Infrastructure

