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





Framework: Supplier: Company Number:

Geographical Area: Project Name: Project Number:

Contract Type: Option: Clifton Ings Barrier Bank ENVIMNE790516

Collaborative Delivery Framework

Engineering Construction Contract

Contract Number:

Stage:

project_35753

BAM Nuttall Ltd

00305189

Construction

Revision	Status	Originator	Reviewer	Date
V1	Draft - for review			15/11/2021
V2	Draft - for review			10/12/2021
V3	Draft - for review			15/12/2021
V4	Final			04/02/2022
V5	Final			17/02/2022

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name	Clifton Ings Barrier Bank
Project Number	ENVIMNE790516
	This contract is made on between the <i>Client</i> and the <i>Contractor</i>
	• This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th day of April 2019 between the <i>Client</i> and the <i>Contractor</i> 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 CIBB BAM ECC scope Final
Part One - Data pro	ovided by the <i>Client</i>

Statements given in all Contracts



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 for resolving and avoiding disputes	W2	
Seconda	ry Options			
	X2: Changes in the law			
	X5: Sectional Completion			
	X7: Delay damages			
	X9: Transfer of rights			
	X10: Information modelling			
	X11: Termination by the Clien	t		
	X15: Contractor's design			
	X18 Limitation of Liability			
	X20: Key Performance Indicate	ors		
	Y(UK)1: Project Bank Account			
	Y(UK)2: The Housing Grants, (Construction and Regeneration A	Act 1996	
	Y(UK)3: The Contracts (Rights	of Third Parties) Act 1999		
	Z: Additional conditions of con	tract		
The <i>works</i>	are			

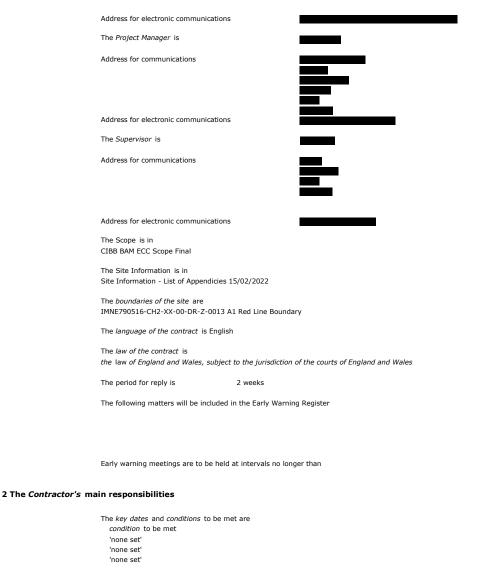
Procure, undertake (including temporary works design) construct, install, complete and commission (where appropriate) the works as detailed in the Scope -

The Client is

Enviornment Agency

Address for communications





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		
The access dates are part of the Site all of the site	-	date

2 weeks

key date

'none set'

'none set'

'none set'

4 weeks

4 weeks

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

The Completion Date for the whole of the works is

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
 The defect correction period for is is 5 Payment The currency of the contract is the £ sterling The assessment interval is Monthly The Client set total of the Prices is £1,664,996.65 2.00% per annum (not less than 2) above the rate of the Bank of England The interest rate is Base The Contractor's share percentages and the share ranges are

6 Compensation events

The place where weather is to be recorded is	Met Office Station, Linton on Ouse	
The weather measurements to be recorder for a • the cumulative rainfall (mm) • the number of days with rainfall more than 5 • the number of days with minimum air temper • the number of days with snow lying at	mm	
and these measurements:		
1. 2. 3. 4. 5.		
The weather measurements are supplied by The weather data are the records of past weath 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 a	ire
Jan	lut	

 Jan
 Jul

 Feb
 Aug

 Mar
 Sep

 Apr
 Oct

 May
 Nov

 Jun
 Dec

These are additional compensation events

- 1. Flooding to the works from the River Ouse, Ings Dyke and Blue Beck
- 2. Flood events in excess of the current level of protection of the existing barrier
- bank 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

£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

n/a

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 communications

 Name

 Address for communications

 The Adjudicator is

 The Adjudicator nominating body is

 The Adjudicator nominating body is

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 pricing the *works*.

Z3 Prevention: No change to prices

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





Framework: Supplier: Company Number:

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Contract Type: Option: Clifton Ings Barrier Bank ENVIMNE790516

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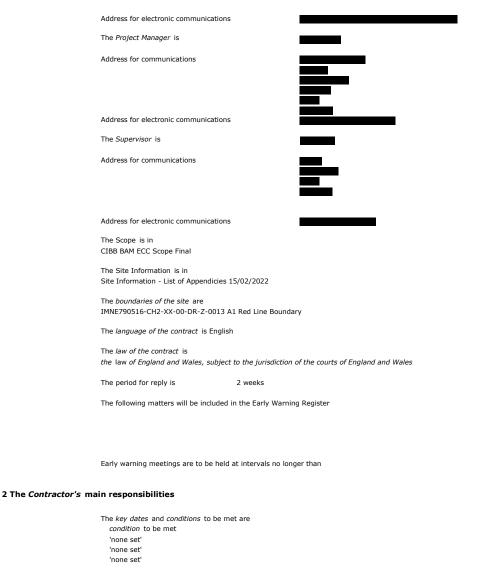
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Z3 Prevention: No change to prices

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."

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 sup

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.

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

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: Assessment x MF x L = 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.

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..."

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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

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Through a Compensation Event the Client shall pay the PVP. PVP is calculated as: Assessment x MF x L = 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.

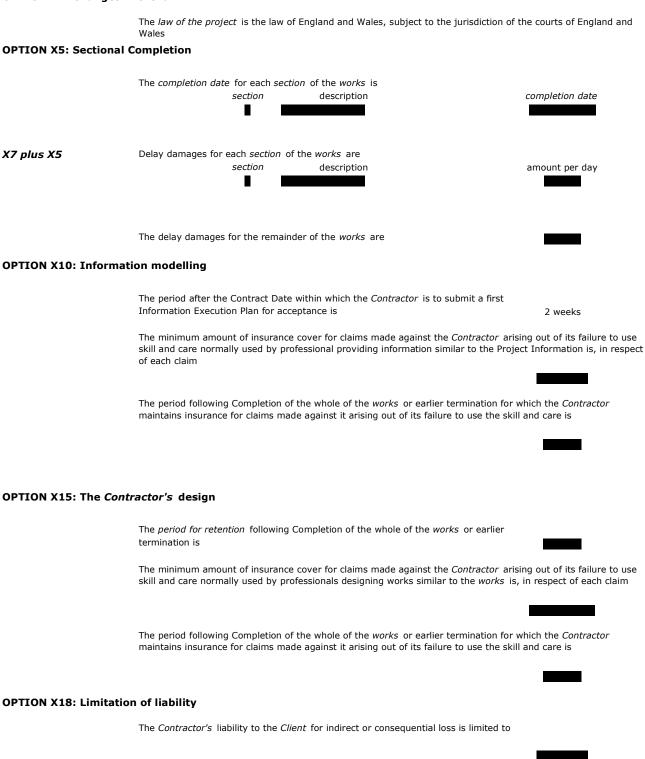
Z30.4 Compensation Events



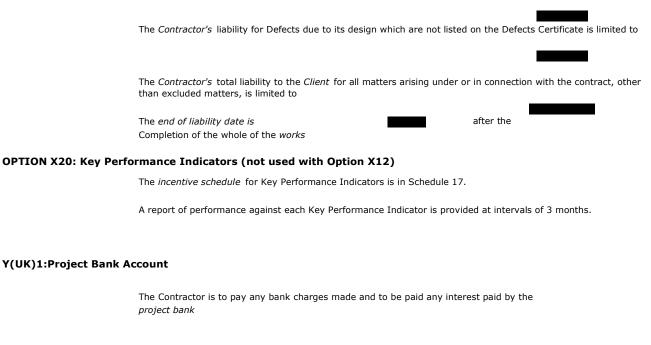
The Defined Cost for compensation events is assessed using - the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and - the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts.

Secondary Options

OPTION X2: Changes in the law



For any one event, the Contractor's liability to the Client for loss or damage to the Client's property is limited to



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

The period for payment is

14 days a

after the date on which payment becomes due

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

term	beneficiary
Any	None

term beneficiary
The provisions of Named Suppliers
Y(UK)1

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 communio	cations	
	Address for electronic	communications	
	The fee percentage is	:	
	The working areas ar	e	The Site and contractors offices whether temporary or perma
	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

2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in

3 Time

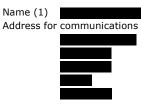
The programme identified in the Contract Data is

5 Payment

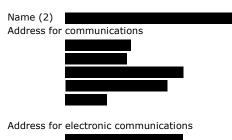
The activity schedule is

Resolving and avoiding disputes

The Senior Representatives of the Contractor are



Address for electronic communications



X10: Information Modelling

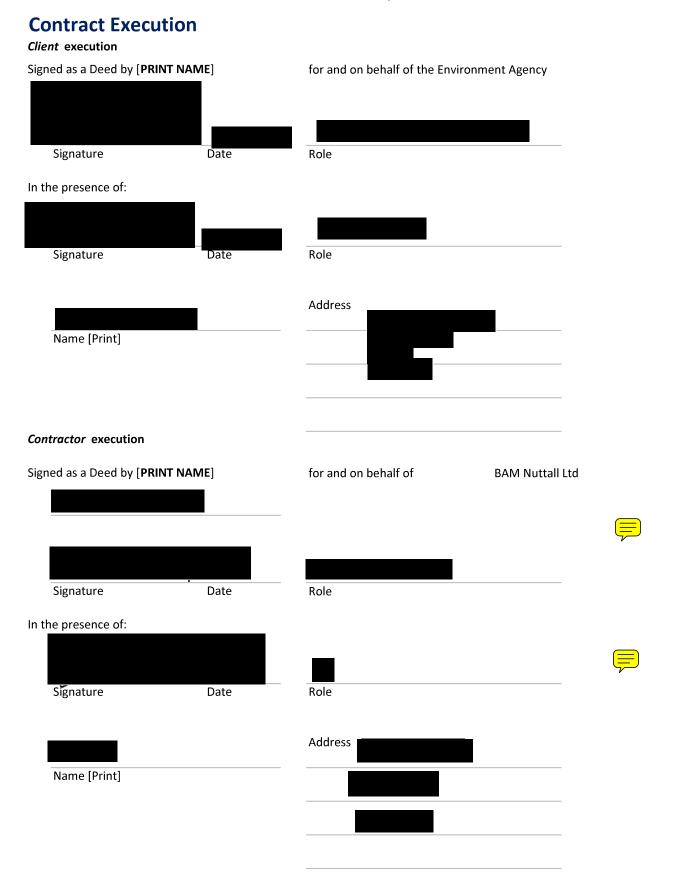
The *information execution plan* identified in the Contract Data is

Y(UK)1: Project Bank Account

The project bank is

named suppliers are

THIS DEED is made the 17th day of March 2022



https://bamgroup.sharepoint.com/teams/ug_NUTTALL_nuttallsneeacdfhuba/Shared Documents/CDF Contracts/Cliton Ings Barrier Rev 1.4.9 Bank/Bravo Issue 22-02-2022/CIBB EA Contract Tool rev 1.8.3a V5 Final