



<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	<b>BAM Nuttall Ltd</b>
<b>Company Number:</b>	██████████
<b>Geographical Area:</b>	<b>North East</b>
<b>Contract Name:</b>	<b>Yorkshire High Risk Trash Screen Replacement Programme E</b>
<b>Project Number:</b>	██████████
<b>Contract Type:</b>	<b>Engineering Construction Contract</b>
<b>Option:</b>	<b>Option C</b>
<b>Contract Number:</b>	██████████
<b>Stage:</b>	<b>Construction</b>

Revision	Status	Originator	Reviewer	Date



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

**Project Name** Yorkshire High Risk Trash Screen Replacement Programme ECC Construction Phase

**Project Number** [REDACTED]

This contract is made on  
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 10th 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  
Yorkshire Trash Screen Replacement Programme V4.0

**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	Option C	Option for resolving and avoiding disputes	W2
-------------	----------	--	----

Secondary Options

- X2: Changes in the law
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X15: *Contractor's* design
- 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  
  
Construction Phase contract for the replacement and removal of high risk debris screens in the Yorkshire and North East area

The *Client* is Environment Agency

Address for communications [REDACTED]

Address for electronic communications [REDACTED]

The *Project Manager* is [REDACTED]

Address for communications Environment Agency



[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

[REDACTED]

██████████

██████████  
██████████  
██████████  
████████████████████  
██████████

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2 weeks

<p>The <i>key dates</i> and <i>conditions</i> to be met are <i>condition</i> to be met</p>	<p><i>key date</i></p>
<p>'none set'</p>	<p>'none set'</p>
<p>'none set'</p>	<p>'none set'</p>
<p>'none set'</p>	<p>'none set'</p>
<p>The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>works</i> at intervals no longer than</p>	<p>4 weeks</p>

The <i>starting date</i> is	01 July 2017
The <i>access dates</i> are part of the Site	date
██████████	████████████████████
██████████	████████████████████

4 weeks

██████████



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 any issue in relation to health and safety is 24 Hours  
• The defect correction period for is

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

£194,965.00

6 Compensation events

The place where weather is to be recorded is Nearest MET Office Station to Site Location

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)
- 2. the number of days with rainfall more than
- 3. the number of days with minimum air temp
- 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 Geographically nearest in proximity MET Office Station to each Site location  
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.
- 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

### 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*.

### 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 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**

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.

#### **Z18 Payment of pain/gainshare**

Delete existing clause 54.3 and replace with:

54.3 The Project Manager makes regular assessments of the Contractor's share until the Completion Date using forecasts of the final Price for Work Done to Date and the final total of the Prices.

This share is included in the amount due in the following assessment. The Project Manager shall be entitled to take the Contractor's share percentage into account when assessing amounts in clause 50 and clause 51 due for payment at each assessment date thereafter. The Project Manager shall not pay any amount greater than the amount due when the forecast reaches the top share range in the Contract Data Part 1 (120% of the total of the Prices).

#### **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 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, [REDACTED] [REDACTED]



\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

[REDACTED]

### Z30.3 Price Increase

\_\_\_\_\_

\_\_\_\_\_

[illegible]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

\_\_\_\_\_



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.

[illegible]






## 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 X7: Delay damages

#### X7 only

Delay damages for Completion of the whole of the *works* are

■■■■■ ■■■■■

### 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

■■■■■

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

■■■■■

### OPTION X15: The *Contractor's* design

The *period for retention* following Completion of the whole of the *works* or earlier termination is

■■■■■

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

■■■■■

### 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  
Completion of the whole of the *works*

■■■■■

after the

### 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

No terms under this contract No beneficiaries under this contract



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

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

Address for electronic communications

[Redacted]

The fee percentage is

Option C

[Redacted]

The working areas are

The Site, the Contractors, the Consultatnt, the Subcontractor

The key persons are

Name (1)	[Redacted]
Job	[Redacted]
Responsibilities	[Redacted]
Qualifications	[Redacted]
Experience	[Redacted]

The key persons are

Name (2)	[Redacted]
Job	[Redacted]
Responsibilities	[Redacted]
Qualifications	[Redacted]
Experience	[Redacted]

The key persons are

Name (3)	[Redacted]
Job	[Redacted]
Responsibilities	[Redacted]
Qualifications	
Experience	

The key persons are

Name (4)	[Redacted]
Job	[Redacted]
Responsibilities	[Redacted]
Qualifications	[Redacted]
Experience	[Redacted]

The following matters will be included in the Early Warning Register



**5 Payment**

The *activity schedule* is

**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



[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]