



Framework: Collaborative Delivery Framework
Supplier: VolkerStevin Infrastructure Limited
Company Number: 00777543

Geographical Area: Kent and South London
Contract Name: River Medway Navigation – Teston Sluice Refurbishment
Project Number: ENV0003358C

Contract Type: Engineering Construction Contract
Option: Option C

Contract Number: C23234

Stage: Construction

Revision	Status	Originator	Reviewer	Date
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ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name River Medway Navigation – Teston Sluice Refurbishment

Project Number ENV0003358C

This contract is made on
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
ENV0003358C-JBA-XX-00-S0-Z-0002-S3-P02-G0300-EA4-L004-CDT_NECA_ECC_Scope

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 NECA 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

Refurbishment of Teston Sluice on the River Medway and installation of an eel pass.

The *Client* is

Environment Agency

Address for communications

Horizon House, Deansley Road
Bristol
BS1 5AH

Address for electronic communications

The Project Manager is

Address for communications

AECOM Ltd
Aldgate Tower, 2 Leman Street
London
E1 8FA

Address for electronic communications

The Supervisor is

Address for communications

JBA Consulting
2nd Floor, Worldwide House
Thorpe Wood
Peterborough
PE3 6SB

Address for electronic communications

The Scope is in

ENV0003358C-JBA-XX-00-S0-Z-0002-S3-P02-G0300-EA4-L004-CDT_NECA_ECC_Scope

The Site Information is in

ENV0003358C-JBA-XX-00-RE-C-0002-A4-C01-B1300-EA4-L004-Site_Information

The boundaries of the site are

ENV0003358C-JBA-00-00-DR-C-1000-A5-C06-B1300-EA4-L004-Site_Location_Plan

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

N/A

Rev 19.2a

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
N/A N/A
'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 15 July 2024
The access dates are part of the Site date
Asite 15 July 2024
Sharepoint 15 July 2024
FastDraft 15 July 2024

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

The Completion Date for the whole of the works is 14 March 2025

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 Safety issue for the public is 24 Hours
• The defect correction period for MEICA issue is 7 Days

5 Payment

The currency of the contract is the £ sterling
The assessment interval is Monthly
The Client set total of the Prices is £2,437,572.00

The interest rate is 2.00% per annum (not less than 2) above the rate of the Bank of England

The Contractor's share percentages and the share ranges are

less than 80 % 80 % share range Contractor's share percentage 0 %
from to 120 % as set out in Schedule 17
greater than 120 % as set out in Schedule 17

6 Compensation events

The place where weather is to be recorded is The nearest calibrated Met Office Weather Station to the site

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. River level at upstream stop logs at the canoe fish pass and Teston Sluice
2. River level at downstream stop logs at Teston Sluice
- 3.
- 4.
- 5.

The weather measurements are supplied by The Met Office
The weather data are the records of past weather measurement for each calendar month which were recorded at The nearest calibrated Met Office Weather Station to the site 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. The Contractor shall comply with the Carbon Methodology dated 18th June 2013. Should a different Carbon Methodology be required at a later stage, it will be treated as a compensation event and will be instructed by the Project Manager.
2. Fluvially driven water levels, to exceed the levels stated in the Scope.
3. There is currently no requirement / provision to undertake temporary works to protect the structural stability of the existing Old Mill Building. Should the Old Mill Building be found to be structurally unsound or a health and safety risk, this will constitute a compensation event for temporary works to be made to ensure the Old Mill Building is structurally stable.
4. If UK Power Networks do not move the Incoming power supply as stated by the date required in the accepted programme, this will constitute a compensation event.
5. It is envisaged that a water transfer licence is not required. Should a transfer license be required, this would constitute a compensation event.
6. Should there be a change made to the design of the Distribution Network Operator or panel earth by the Client, the Project Manager will instruct the Contractor for these design changes. If any changes are made by a Third Party, the Contractor shall submit these to the Client for their acceptance prior to a formal instruction for change being issued by the Project Manager.

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

Environment Agency
Horizon House, Deanery Road
Bristol
BS1 5AH

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 28: 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 61.2 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 61.1 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."

Z 7 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.

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 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, calculated at 40%.

Z30.1 Defined terms

- 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.
- 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.
- 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 2023 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 Contractor shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2023 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?
31 July 2021	In period costs only	No
31 August 2021	In period costs only	No
30 September 2021	In period costs only	No
31 October 2021	In period costs only	No
30 November 2021	In period costs only	No
31 December 2021	In period costs only	No
31 January 2022	In period costs only	No
28 February 2022	In period costs only	No
31 March 2022	In period costs only	No
30 April 2022	In period costs only	No
31 May 2022	In period costs only	No
30 June 2022	In period costs only	No
31 July 2022	In period costs only	No
31 August 2022	In period costs only	No
30 September 2022	In period costs only	No
31 October 2022	In period costs only	No
30 November 2022	In period costs only	No
31 December 2022	In period costs only	No
31 January 2023	In period costs only	No
28 February 2023	In period costs only	No
31 March 2023	In period costs only	No
30 April 2023	In period costs only	No
31 May 2023	In period costs only	No
30 June 2023	In period costs only	Forecasted costs for remainder of contract

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.

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.

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 £397.17 per day

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 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

£5,000,000.00

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 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

£5,000,000

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

£5,000,000

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	<i>beneficiary</i>
N/A	N/A

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

The fee percentage is

Option C

The working areas are

The Site and any other area necessary to provide the works.

The key persons are

Name (1)

Job

Contracts Director

Responsibilities

See CV

Qualifications

See CV

Experience

See CV

The key persons are

Name (2)

Job

Senior Project Manager

Responsibilities

See CV

Qualifications

See CV

Experience

See CV

The key persons are

Name (3)

Job

Project Manager

Responsibilities

See CV

Qualifications

See CV

Experience

See CV

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

T32496 - 6.1 - Teston Sluice Refurbishment - 240711 - Rev.

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
Bluebell Way
Preston
PR2 5PE

Address for electronic communications
[REDACTED]

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

Address for electronic communications
[REDACTED]

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

17/7/24.

Date

Role

Contractor execution

Signed Underhand by [PRINT NAME]

for and on behalf of VolkerStevin Infrastructure Limited

Signature

Date

Director

Role