



Framework:

Supplier:

Company Number:

00727543 07877543

Geographical Area: **South East**

Contract Name:

Project Number:

Shoreham Adur Tidal Walls - W1 Soldiers Point Construction

ENVISMO000648

Contract Type:

Option:

Engineering Construction Contract

Collaborative Delivery Framework

VolkerStevin Infrastructure Limited

Option C

Contract Number:

C22567

Stage:

Construction

Revision	Status	Originator	Reviewer	Date



ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name

Shoreham Adur Tidal Walls - W1 Soldiers Point Construction

Project Number

This contract is made on 23 September 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 10785-RAM-XX-XX-SP-CW-0002 P04_Clean.docx

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.

Option for resolving and avoiding disputes Main Option C W2 Option Secondary Options X2: Changes in the law X7: Delay damages X9: Transfer of rights X10: Information modelling X11: Termination by the Client 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

The Scope of the works is to implement improvements to the flood risk management assets in Reach W1 of the Shoreham Adur Tidal Walls scheme, through reconfiguration of the existing rock revetment and construction of the rock roundhead to mitigate outflanking of the current defences.

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 Turner & Townsend Infrastructure Limited

Low Hall Calverley Lane Horsforth Leeds LS18 4GH

Address for electronic communications

The Supervisor is

Address for communications

Address for electronic communications

The Scope is in Consolidated Scope Information.zip

The Site Information is in Consolidated Site Information zip

The boundaries of the site are
10785-RAM-XX-XX-DR-CW-0100 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

Tree protection zones - If deemed required TPZ's are to be installed. On a site visit with EA Project Manager, VS Works Manager, VS General Foremen and VS Project Manager on 22/08/24 it was believed that the proposed works are far enough away from the mature trees that require protection and no TPZ would be required. However, if TPZ is deemed required to be installed then this shall be raised as EW.

Risk of programme delay caused by

•Delay in receiving sub-contractor RAMS and VS CPP

•Contractor 'Getting into Contract' with sub-contractor lead in time.

Lead time on rocks may be greater than 4 weeks expected.

Consents are not received on time. FRAP, MMO and LPA should be granted by 5th September 2024. Delay could cause delay to construction start on site date.

Detection of UXO during construction. Risk has been assumed to be 'Moderate Risk' during pricing based on 2009 survey (Fellows International). A new UXO survey will be delivered in 3 months before construction on site.

Environmental Lead or ECoW may choose to standdown any rock movement works in from March 2025-September 2025 should it be deemed that works are disrupting the migration of protected species (Eel and Sea Trout).

Detection of ground contaminants on site beyond tolerable levels could lead to difficulties in management of excavations and reinstatement. GI completed in April 2024 indicates that some contaminants do exist but below tolerable levels. Salt contamination is present on site but this is expected given the coastal environment.

The pricing is based beach levels indicated on the most recent topographical survey provided in the Scope. The beach in this site location is known to move. Any discrepancy between the survey used in scoping and survey completed at the Site Access date would be treated as CE if construction methodology is to change or the scope of works otherwise alters.

Erosion Rate of the beach during construction and post construction could affect the structural integrity of the steel sheet pile wall flood defence asset either during construction or during the defects period.

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'

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 18 October 2024

The access dates are part of the Site date

Fast Draft 18 October 2024

A Site 18 October 2024

Share Point 18 October 2024

Site Access, as defined on Site Location Plan (10785-RAM-XX-XX-OR-CW-0100) 06 January 2025

The Contractor submits revised programmes at

intervals no longer than 4 weeks

The Completion Date for the whole of the works is

29 April 2025

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 Safety issues for the public

is 24 Hours

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

The Contractor's share percentages and the share ranges are

less than greater than

6 Compensation events

The place where weather is to be recorded is

The nearest calibrated Met Office Weather Station to the site is Shoreham Airport

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 hours
- the number of days with snow lying at

GMT

and these measurements:

1.

from

- 3.
- 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

and which are available from

d Met Office Weather Station to the sit

the Met Office

Assumed values for the ten year weather return weather data for each weather measurement for each calendar month are

Feb Aug Mar Sep Oct Apr May Nov Dec

These are additional compensation events

- Carbon Methodology Adherence to and compliance with the Carbon Methodology dated 08 June 2023
- Disposal of timber Should timber not be requested by Shoreham Port it is assumed that EA will instruct VS to take to an EA site, depot or treatment centre (assuming EA choose to keep the timbers) or dispose of timbers (assuming EA do not want to keep the timbers)
- Timber demarcation fencing to be installed within new ecological enhancement - type of fencing to be agreed, this is dependant on usability of excavated timbers and subject to agreement with EA Environmental Lead, Supervisor, ECoW and Project Executive.
- 4. Discharge of consents conditions (LPA, MMO, FRAP)

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 bodly 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

not used

Resolving and avoiding disputes

The tribunal is litigation in the courts The Senior Representatives of the Client are Address for communications **Environment Agency** Lateral 8 City Walk Leeds West Yorkshire Address for electronic communications Name Address for communications Environment Agency Guildbourne House Chatsworth Road Worthing West Sussex BN11 1LD 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

21.1 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 21.2 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 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

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

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.

211,2 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.

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

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

- 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 12month 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:

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.

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.

230.4 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.

231.1 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 [231] shall apply provided that:

- a) The Price for Work Done to Date is less than or equal to the total of the Prices
- 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 dated 08 June 2023

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

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 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

Completion of the whole of the works

6 years

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

not used

not used

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 areas required to deliver the works The key persons are Name (1) 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

Name (1)
Address for communications
The Lancashire Hub
Preston City Park
Bluebell Way
Preston
PR2 5PE

Address for electronic communications

Name (2)
Address for communications

The Lancashire Hub Preston City Park Bluebell Way Preston PR2 5PE

Address for electronic communications

X10: Information Modelling

The information execution plan identified in the Contract Data is

Contract Execution



Contractor execution



