



**Framework:** Collaborative Delivery Framework  
**Supplier:** VolkerStevin Ltd  
**Company Number:** 00288392

**Geographical Area:** South East  
**Project Name:** Arundel Tidal Defences: Tarrant Wharf - ECC  
**Project Number:** ENV0000692C

**Contract Type:** Engineering Construction Contract  
**Option:** Option E

**Contract Number:** 33563

**Stage:** Construction

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

**Project Name** Arundel Tidal Defences: Tarrant Wharf - ECC

**Project Number** ENV0000692C

This contract is made on 04 October 2021  
between the *Client* and the *Contractor*

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 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 21 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference  
ATD TW bespoke ECC ESE scope v1

**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 E	Option for resolving and avoiding disputes	W2
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Secondary Options

X2: Changes in the law

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

Provide Early Supplier Engagement advice to enable a cost effective design for wall repair or replacement at Tarrant Wharf, allowing the Client, and affected residents, to constructively discuss resolution.

The *Client* is Environment Agency

Address for communications  
Horizon House  
Deanery Road  
Bristol  
BS1 5AH

Address for electronic communications

The *Project Manager* is Tom Alderton

Address for communications  
Environment Agency  
Guildbourne House  
Chatsworth Road  
Worthing  
West Sussex  
BN11 1LD

Address for electronic communications

The *Supervisor* is TBC

Address for communications TBC

Address for electronic communications [\[Link\]](#)

The Scope is in  
ATD TW bespoke ECC ESE scope v1

The Site Information is in  
To be supplied with site investigation scope if required

The boundaries of the site are  
To be supplied with site investigation scope if required

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

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	4 weeks
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## 3 Time

The starting date is	04 October 2021
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The access dates are part of the Site	date
ASite	04 October 2021
SharePoint	04 October 2021
Fast Draft	04 October 2021

The Contractor submits revised programmes at intervals no longer than	4 weeks
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The Completion Date for the whole of the works is	31 December 2021
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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
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## 4 Quality management

The period after the Contract Date within which the Contractor is to submit a quality plan is	4 weeks
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The period between Completion of the whole of the works and the defects date is	52 weeks
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The defect correction period is	2 weeks	except that
• The defect correction period for	Public safety, and	is 24 Hours
• The defect correction period for	waterways issues	is 7 Days
	MEICA	

**5 Payment**

The *currency of the contract* is the £ sterling

The *assessment interval* is Monthly

The *Client* set total of the Prices is £12,349.41

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

**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 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 09:00 hours GMT

and these measurements:

- 1.
- 2.
- 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 Wiggonhold  
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. 'not used'
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

£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

**Resolving and avoiding disputes**

The *tribunal* is litigation in the courts

The *Senior Representatives* of the Client are Brian Francis

Address for communications	Environment Agency Riversmeet House Northway Lane Tewkesbury GL20 8JG
Address for electronic communications	[REDACTED]
Name	[REDACTED]
Address for communications	Defra Group Commercial c/o Environment Agency Kingfisher House Goldhay Way Peterborough PE2 5ZR
Address for electronic communications	[REDACTED]
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

### 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."

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. 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.

### 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.



**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 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

£5,000,000.00

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 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 Ltd

Address for communications



Address for electronic communications



The fee percentage is

Option E

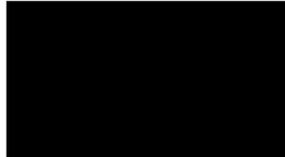
12.90%

The working areas are

the Site and other areas necessary to provide the works

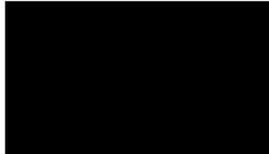
The key persons are

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

**Resolving and avoiding disputes**

The *Senior Representatives* of the *Contractor* are

Name (1) [REDACTED]  
Address for communications

[REDACTED]

Address for electronic communications  
[REDACTED]

Name (2) [REDACTED]  
Address for communications

[REDACTED]

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



### *Contractor execution*

Signed Underhand by [PRINT NAME] for and on behalf of VolkerStevin Ltd

