

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:**

**Collaborative Delivery Framework**  
**VolkerStevin Ltd**

**Geographical Area:**  
**Project Name:**  
**Project Number:**

**South East**  
**SSD - CDF Lot 2 - Shoreham Adur Tidal Walls W7**  
**IMS0000648**

**Contract Type:**  
**Option:**

**Engineering Construction Contract**  
**Option C**

**Contract Number:**

**32728**

**Stage:**

**Construction**

Revision	Status	Originator	Reviewer	Date

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

**Project Name** SSD - CDF Lot 2 - Shoreham Adur Tidal Walls W7

**Project Number** IMSO000648

This contract is made on  
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  
W7 - Scope Final C1.6

**Part One - Data provided by the *Client*  
Statements given in  
all Contracts**

**1 General**

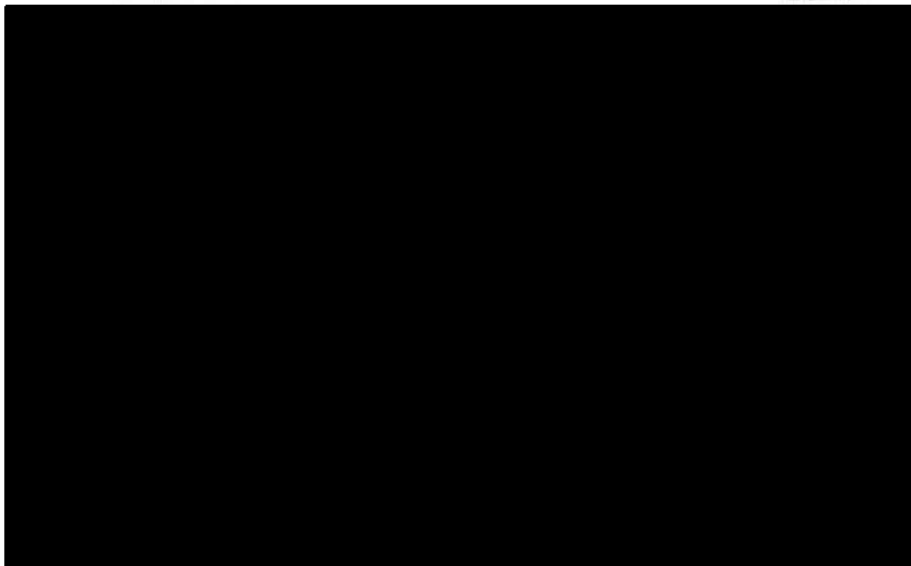
The *conditions of contract* are the core clauses and the clauses for the following main Option, the Option for resolving and avoiding disputes and the secondary Options of the NEC4 Engineering and Construction Contract June 2017.

Main  
Option

Option C

Option for resolving and avoiding disputes

W2



The works are

The scope of the works is to implement improvements to the flood risk management of the River Adur through the construction of amended flood defences along Reach W7 of the west bank of the River Adur at Shoreham-by-Sea, West Sussex.

The *Client* is

Environment Agency

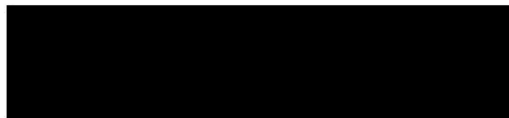
Address for communications

Horizon House, Deanery Rd, BS1 5AH

Address for electronic communications

The *Project Manager* is

Address for communications



Address for electronic communications



The Supervisor is **TBC**

Address for communications

Address for electronic communications

**TBC**

The Scope is in  
W7 - Scope Final C1.6

The Site Information is in  
SATW - PC1 - Rev 1.1

The boundaries of the site are  
IMSO000648-MMC-01-XX-DR-C-2720 / IMSO000648-MMC-01-W7-DR-C-2711

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  
Footpath closures  
Environmental enhancement (butterfly bank)

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  
'none set'  
'none set'  
'none set'

key date  
'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

**14 February 2022**

The access dates are  
part of the Site  
Fastdraft  
Asite  
On site access  
Sharepoint

date  
**14 February 2022**  
**14 February 2022**  
**14 February 2022**  
**14 February 2022**

The Contractor submits revised programmes at intervals no  
longer than

**4 weeks**

The Completion Date for the whole of the works is

**28 September 2022**

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

Public safety issues considered to be critical and requires emergency correction within 24 hours to maintain the flood defence

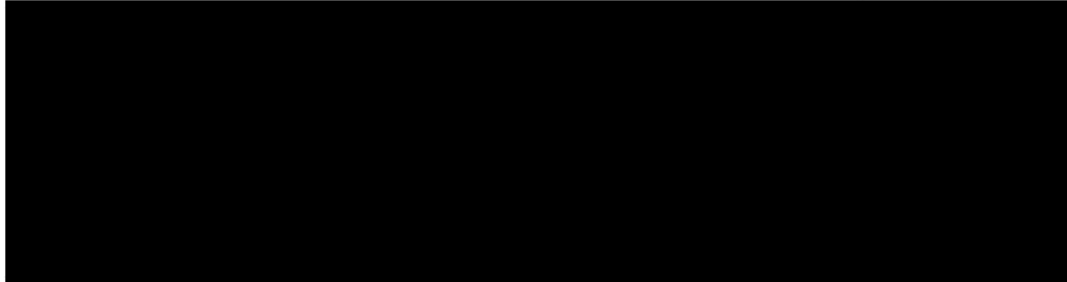
• The defect correction period for is 24 Hours

• The defect correction period for Not used is Not used Insert term

## 5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly



## 6 Compensation events

The place where weather is to be recorded is Shoreham Airport weather station

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:

- the cumulative rainfall (mm)
  - the number of days with rainfall more than 5 mm
  - 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
  - wind speed and direction measured at onsite weather station and hand-held anemometer.
- 1.
  - 2.
  - 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 Not used

and which are available from

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

Jan	Not used	Jul
Feb		Aug
Mar		Sep
Apr		Oct
May		Nov
Jun		Dec

These are additional compensation events

1. vibration monitoring points
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

Address for communications

Address for electronic communications

The Adjudicator nominating body is

'to be confirmed'

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, not exceeding the forecast provided under clause 20.4 and accepted by the Client."

### 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.

### Z11Y(UK) 3 The Contracts (Rights of Third Parties) Act

The design consultant employed by the Contractor is required to fulfil the obligations of the warrantor under the primary contract for design works that they complete. This includes:

Transfer of rights clause Z11

Professional indemnity insurance cover to same cover as that specified for the Contractor

Z11.1 The Client ('the third party') may in its own right enforce the provisions of this clause, subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 and the following provisions:

Z11.1.1 the parties may not rescind or vary any provision(s) of this agreement, including this clause, at any time without the consent of the third party; and

Z11.1.2 each third party's rights against party A under this agreement shall be subject to the same conditions, limitations and exclusions as apply to party B's rights against party A under this agreement.

Z11.2 Except as provided in clause Z11.1, this 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 this clause does not affect any right or remedy of a 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.

### 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

Pricing uncertainty in relation to Materials is a Client risk for the period 1 July 2021 to 30 June 2022. The base date is 1 July 2021, unless the contract is awarded after that date in which case the base date is the starting date.

#### Z30.1 Defined terms

- a) The Base Date Index (B) is the latest available consumer price index before the base date.
- b) The Latest Index (L) is the latest available Client issued consumer price index before the date of assessment of an amount due.
- c) The Price Adjustment Factor (PAF) at each date of assessment of an amount due is the total of the products of each proportion stated below multiplied by (L-B)/B for the index linked to it.

Component Proportion PAF Impact

People 25% Nil

Equipment 15% Nil

Plant 5% Nil

Materials 40% To be adjusted

Subcontractors 15% Nil

#### Z30.2 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 before 30 June 2022 is used for calculating the price adjustment after that date.

#### Z30.4 Price Adjustment

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 for the Materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied by (PAF / (1+PAF)) where PAF is the Price Adjustment Factor for the date of the current assessment.

#### Z30.5 Compensation Events

Compensation events to address the price adjustment due to material price volatility should be raised 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 2022 period compensation event.

#### Assessment Date Defined Cost? Forecasted Cost?

31st Jul 21 In period costs only No  
 31st Aug 21 In period costs only No  
 30th Sept 21 In period costs only No  
 31st Oct 21 In period costs only No  
 30th Nov 21 In period costs only No  
 31st Dec 21 In period costs only No  
 31st Jan 22 In period costs only No  
 28th Feb 22 In period costs only No  
 31st Mar 22 In period costs only No  
 30th Apr 22 In period costs only No  
 31st May 22 In period costs only No  
 30th Jun 22 In period costs only Forecasted costs for remainder of contract

## 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

[REDACTED]

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

[REDACTED]

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

[REDACTED]

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

[REDACTED]

The Contractor's liability for Defects due to its design which are not listed on the Defects Certificate is limited to

[REDACTED]

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

[REDACTED]

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





## 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 C

The working areas are

The site and other areas necessary to provide the works.

The key persons are

Name (1)  
Job  
Responsibilities  
Qualifications  
Experience

See CV

The key persons are

Name (2)  
Job  
Responsibilities  
Qualifications  
Experience

See CV  
See CV

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

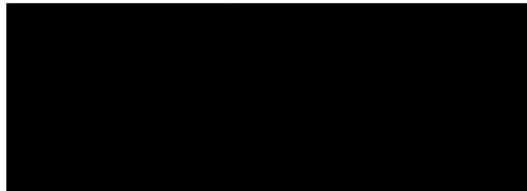


### Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are



Address for electronic communications  
mark.cronshaw@volkerstevin.co.uk



### X10: Information Modelling

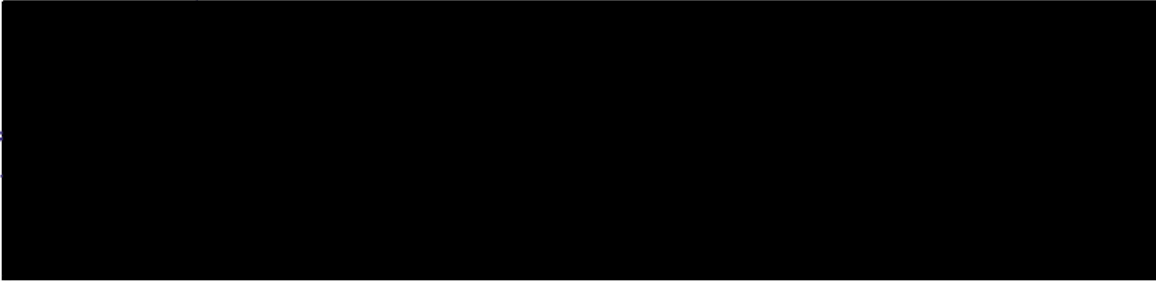
The *information execution plan* identified in the Contract Data is

## 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

