

This document is executed as a deed and is delivered and takes effect
at the date written at the beginning of it



Framework:	Collaborative Delivery Framework
Supplier:	VolkerStevin Infrastructure Limited
Company Number:	00777543
Geographical Area:	South East
Contract Name:	Pevensey Bay Sea Defences Scheme - Interim Measure
Project Number:	ENVIMSO000584
Contract Type:	Engineering Construction Contract
Option:	Option C
Contract Number:	C26660
Stage:	Construction

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name	Pevensay Bay Sea Defences Scheme - Interim Measure
Project Number	ENVIMSO000584
	This contract is made on 29 April 2025 between the Client and the Contractor
	<div><div></div><div>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</div></div>
	<div><div></div><div>Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.</div></div>
	<div><div></div><div>The following documents are incorporated into this contract by reference LIT 13260 - CDT NEC4 ECC Scope - P-INT - 090425- V1.4</div></div>

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
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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

The Contractor shall deposit, redistribute and reprofile material under the instruction of the EA Beach Manager to provide the Pevensay Bay beach as defined by the Pevensay Interim Design Surface Model.

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 Arcadis
2nd Floor, Tempus Court,
Onslow Street
Guildford
GU1 4SS

Address for electronic communications

The Beach Manager is

Address for communications Environment Agency
Coast Road
Pevensay
East Sussex
BN24 6ND

Address for electronic communications

The Supervisor is

Address for communications 80 Fenchurch Street
London
EC3M 4BY

Address for electronic communications

The Scope is in
LIT 13260 - CDT NEC4 ECC Scope - P-INT - 090425-V1.4

The Site Information is in
P-INT Site Information - 020425.zip

The boundaries of the site are
ENVIMSO000584-JBA-00-00-DR-C-1001-A3-C01-B1300-EA4-LOD4-Pevensay_Key_Plan_Sheet_1_of_2
ENVIMSO000584-JBA-00-00-DR-C-1002-A3-C01-B1300-EA4-LOD4-Pevensay_Key_Plan_Sheet_2_of_2

The <i>language of the contract</i> is English	
The <i>law of the contract</i> 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	

Early warning meetings are to be held at intervals no longer than	2 weeks
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2 The Contractor's main responsibilities

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

3 Time

The <i>starting date</i> is	28 April 2025
The <i>access dates</i> are part of the Site	date
Shared access to Pevensey Depot (grid ref: TQ6616804296)	01 June 2025
Shared access to East Stream Depot (grid ref: TQ6953905990)	01 June 2025
Fastdraft	17 April 2025
Asite workspaces	17 April 2025
The <i>Contractor</i> submits revised programmes at intervals no longer than	4 weeks
The <i>Completion Date</i> for the whole of the <i>works</i> is	21 June 2027
The <i>Client</i> is not willing to take over the <i>works</i> before the Completion Date	
The period after the Contract Date within which the <i>Contractor</i> 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 4 weeks except that
• The defect correction period for lth and Safety Issue for the pi is 24 Hours
• The defect correction period for is

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The Client set total of the Prices is £7,293,147.00

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

	share range		Contractor's share percentage	
less than		80 %		0 %
from	80 %	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 Met Office Weather Station at Eastbourne

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.
- 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 Met Office Weather Station at Eastbourne
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	Jul
Feb	Aug
Mar	Sep
Apr	Oct
May	Nov
Jun	Dec

These are additional compensation events

1. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
2. For the recharge works, where the delivered volume of beach material to achieve the scope requirements differs from the annual 20,000m3 stated; this will result in a compensation event (positive or negative). This will include any reduction/increase in attendance gangs required to complete the works.
3. For the bypassing works, where the delivered volume of beach material to achieve the scope requirements differs from the annual 12,500m3 stated; this will result in a compensation event (positive or negative). This will include any reduction/increase in attendance gangs required to complete the works.
4. For the recycling works, where the delivered, placed and profiled volume of beach material to achieve the scope requirements differs from the annual 150,000m3 stated; this will result in a compensation event (positive or negative). Data collected from the dump truck telematics will be used to verify the volume and distance travelled.
5. Delay or disruption as a result of persistent encroachment by public with malicious / disruptive intent, defined as a member of the public not maintaining a safe distance from beach management operations after being advised to by the Contractor, having as far as reasonably practicable, exhausted all reasonable mitigation to avoid delay to the works.

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.

Z24 Acceptance of nourishment work
Delete exiting clause 35.1 and replace with :
" The *Client* takes over a part of the nourished beach when the Supervisor issues an acceptance certificate. Any change in the accepted beach profile due to natural causes following the issue of the acceptance certificate is not a Defect".

Z26 Breakdown of dredgers and other marine equipment
Breakdowns of dredgers and other marine equipment are not compensation events.
other marine equipment are included in Defines Cost as follows:
Breakdowns of dredgers and
• First 24 hours at Idle Rate.
• Second 24 hours at half of Idle Rate.
• After 48 hours there is no charge for the dredger or other marine equipment.
• After 48 hours fixed site establishment costs and the Contractor's Project Manager's time costs only are included.
• If the dredger or other marine equipment immediately leaves the site for repair following the breakdown, then there is no charge for the offsite period.

Z27 Fisheries Liaison Officer
employment and management of the Fisheries Liaison Officer (FLO) shall lie with the Contractor. Agreement to third party compensation payments can only be made by the Environment Agency's Estates Department.
The responsibility for the

Z28 Fee
No Fee is to be added to the following items:
Fee
Approval costs (e.g. fees for Planning Applications and FEPA licences)
(including Aggregate Taxes)
Crown Estate
Material Licence Holder Fee
Taxes

Z31 Changes to Fuel Prices and Exchange Rate
change in Price due to change in fuel price and exchange rates will be those printed in the Financial Times on the starting date.
A

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.

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 <i>Contractor</i> 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 <i>performance table</i> 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 <i>starting date</i> until the Completion Date, the <i>Contractor</i> reports to the <i>Project Manager</i> its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the <i>Contractor's</i> 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 <i>Project Manager</i> 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 <i>Contractor</i> pays the amount stated in the Performance Table, • if the relevant performance exceeds or meets the target stated in the Performance Table, the <i>Contractor</i> 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 £549.49 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 12 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 £5,000,000

For any one event, the *Contractor's* liability to the *Client* for loss or damage to the *Client's* property is limited to £5,000,000

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 12 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>
No Terms under this contract	No beneficiaries under this contract
No Terms under this contract	No beneficiaries under this contract
No Terms under this contract	No beneficiaries under this contract
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 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 all areas required to deliver the Works

The key persons are

Name (1)
Job
Responsibilities See CV
Qualifications See CV
Experience See CV

The key persons are

Name (2)
Job
Responsibilities See cv
Qualifications See cv
Experience 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

N/A

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) [redacted]
Address for communications
The Lancashire Hub
Preston City Park
Bluebell way
Preston City Park
PR25PE

Address for electronic communications
[redacted]

Name (2) [redacted]
Address for communications
The Lancashire Hub
Preston City Park
Bluebell way
Preston City Park
PR25PE

Address for electronic communications
[redacted]

X10: Information Modelling

The information execution plan identified in the Contract Data is

Contract Execution

Client execution

Signed as a Deed by Andrew Pheasant

for and on behalf of the Environment Agency

28/04/2025

SignatureDate

Senior Managing Lawyer

Role

In the presence of:

28/04/2025

SignatureDate

Costs Manager

Role

Name [Print]

Address

c / o Manley House, Kestrel Way, Exeter, EX2 7LQ

Contractor execution

Signed as a Deed by [PRINT NAME]

for and on behalf of VolkerStevin Infrastructure Limited

25/04/2025

SignatureDate

Director

Role

In the presence of:

25/04/2025

SignatureDate

Director

Role

Name [Print]

Address

Bluebell Way

Preston

Lancs

PR2 5PE