



Framework: Collaborative Delivery Framework
Supplier: [REDACTED]
Company Number: [REDACTED]
Geographical Area:
Project Name: Catterall Flood Slip Repairs
Project Number: [REDACTED]
Contract Type: Engineering Construction Contract
Option: [REDACTED]
Contract Number: [REDACTED]

Revision		Status		Originator		Reviewer		Date

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

Project Name Catterall Flood Slip Repairs

Project Number [REDACTED]

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

**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

[REDACTED]

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*

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

To provide early supplier engagement for the development of the full business case and to submit and gain approval for the required permits for the

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

Address for electronic communications

The *Supervisor* is

TBC

Address for communications

Address for electronic communications

The Scope is in

The Site Information is in
Catterall Pre Construction Information

The boundaries of the site are
Catterall Flood Basin - Boundaries of the Site

The partner contract is
N/A

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
'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

16 November 2020

The access dates are
part of the Site
Fast Draft
Asite

date
16 November 2020
16 November 2020

The Contractor submits revised programmes at
intervals no longer than

4 weeks

The Completion Date for the whole of the works is

29 May 2021

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 is
- 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

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 Met Office Station at Churchtown

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. As supplied by the Met Office
- 2.
- 3.
- 4.
- 5.

The weather measurements are supplied by

The weather data are the records of past weather measurement for each calendar month
which were recorded at Churchtown
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. Managing and mitigating the impact of Covid 19 and working in accordance with Public Health England guidance, as may vary from time to time, between 1st November 2020 and 31st March 2021
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

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

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 (Right 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 Z1.1, 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.

Secondary Options

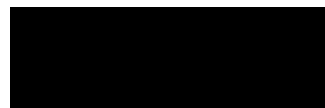
OPTION X2: Changes in the law

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



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 year(s)

OPTION X18: Limitation of liability

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to



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



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



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



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	<i>beneficiary</i>
none	none

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



Address for communications



Address for electronic communications

The *fee percentage* is

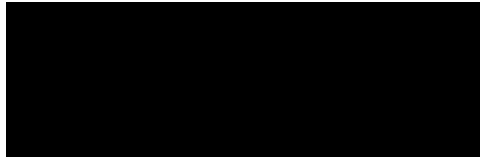


The *working areas* are

The Site, Head Office and any other area required to deliver

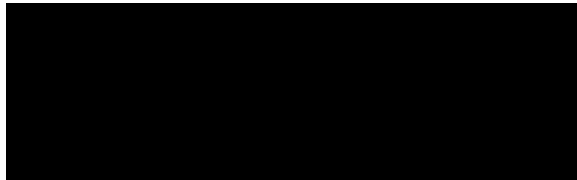
The *key persons* are

Name (1)
Job
Responsibilities
Qualifications
Experience



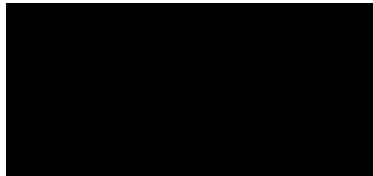
The *key persons* are

Name (2)
Job
Responsibilities
Qualifications
Experience



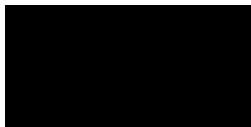
The *key persons* are

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

20

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

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

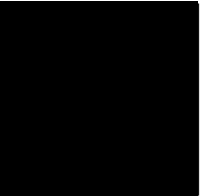
Name (1)
Address for



Address for electronic communications



Name (2)
Address for



Address for electronic communications



X10: Information Modelling

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

Contract Execution

Client execution

Signed under hand by for and on behalf of the Environment Agency

<div>Signature</div> <div></div>	<div>Role</div> <div></div>
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Contractor execution

Consultant execution

Signed under hand by for and on behalf of

<div>Signature</div> <div></div>	<div>Role</div> <div></div>	<div></div>
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