



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

**Geographical Area:** South East  
**Project Name:** Allington Lock Refurbishment - Construction  
**Project Number:** ENV0002470C

**Contract Type:** Engineering Construction Contract  
**Option:** Option C

**Contract Number:** 29473

Revision	Status	Originator	Reviewer	Date



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

**Project Name** Allington Lock Refurbishment - Construction

**Project Number** ENV0002470C

This contract is made on 23 November 2020  
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  
ENV0002470C-JBA-00-00-SO-Z-0001-A5-C03-G0300-EA4-LOD4-Scope\_of\_Work

**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
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 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)1: Project Bank Account
- 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 works include civil engineering (civils) work and mechanical, electrical, instrumentation, control, automation (MEICA) work to refurbish Allington Lock on the River Medway

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

Address for electronic communications [REDACTED]  
 The Supervisor is [REDACTED]  
 Address for communications TBC - JBA

Address for electronic communications TBC - JBA  
 The Scope is in  
 ENV0002470C-JBA-00-00-SO-Z-0001-A5-C03-G0300-EA4-LOD4-Scope\_of\_Work  
 The Site Information is in  
 ENV0002470C-JBA-00-00-SI-Z-0001-A5-C01-G0300-EA4-LOD4-Site\_Information  
 The boundaries of the site are  
 ENV0002470C-JBA-00-00-DR-C-1010-A5-C01-B1300-EA4-LOD4-General\_Arrangement\_Plan  
 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 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

**3 Time**

The starting date is 09 November 2020  
 The access dates are  
 part of the Site date  
 The Site 09 November 2020  
 FastDraft 16 November 2020  
 ASite 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 30 April 2021

The Client is 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 Health and Safety Issue to the Public is 24 Hours
- The defect correction period for MEICA is 7 Days

**5 Payment**

The currency of the contract is the £ sterling

The assessment interval is Monthly

The Client set total of the Prices is £1,268,251.34

The interest rate is 2.00% per annum (not less than 2) above the rate of 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 East Malling, 51.287, 0.45

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. River level at Upstream Stop Logs at Allington Lock
- 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 East Malling, 51.287, 0.45 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 July and 31st October 2020
2. Fluvially driven water levels, in combination with tidal conditions forecast to exceed +4.10mAOD measured at the upstream stop logs
3. Tidal surge conditions that increase the forecast tide by 0.2m or greater such that the tide level at the downstream stop logs exceeds +4.10mAOD. Tide levels that are forecast to exceed +4.10m AOD and are forecast in the tide table will not automatically trigger a compensation event as the Contractor is able to plan and mitigate for these events well in advance. The compensation event will be triggered where the tide table forecast is +3.9mAOD or less and the surge conditions 0.2m or greater AND the forecast tide level provided by the PCM Project Manager is +4.1mAOD or higher
4. If the full replacement of the cups and pintels is not required then a negative CE will be raised

- 5. Fabrication and installation of stop log storage rack.
- 6. Reinstatement of the wall to the west of the Lock House.

**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

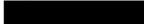
The insurance against loss of or damage to the works, Plant and Materials is to include cover for Plant and Materials provided by the Client for an amount of

N/A

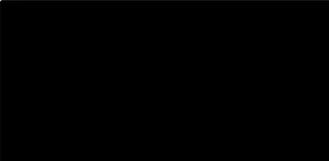
**Resolving and avoiding disputes**

The tribunal is litigation in the courts

The Senior Representatives of the Client are

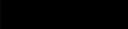


Address for communications



Address for electronic communications

Name



Address for communications



Address for electronic communications

The Adjudicator is

'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**

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.

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

#### Z7 Aggregated Contractor's share

Delete existing clauses 54 and 93.4 and replace with:

54.7 The *Project Manager* assesses the *Contractor's* share of the difference between the Aggregated Total of the Prices and the Aggregated Price for Work Done to Date. The difference is divided into increments falling within each of the *share ranges*. The limits of a *share range* are the Aggregated Price for Work Done to Date divided by the Aggregated Total of the Prices, expressed as a percentage. The *Contractor's* share equals the sum of the products of the increment within each *share range* and the corresponding *Contractor's share percentage*.

54.8 If the Aggregated Price for Work Done to Date is less than the Aggregated Total of the Prices, the *Contractor* is paid its share of the saving. If the Aggregated Price for Work Done to Date is greater than the Aggregated Total of the Prices, the *Contractor* pays its share of the excess.

54.9 If, prior to the Completion Date, the Aggregated Price for Work Done to Date exceeds 110% of the Aggregated Total of the Prices, the amount in excess of 110% of the Aggregated Total of the Prices is retained from the *Contractor*.

54.10 The *Project Manager* makes a preliminary assessment of the *Contractor's* share at Completion of the Whole of the works using forecasts of the final Aggregated Price for Work Done to Date and the final Aggregated Total of Prices. This share is included in the amount due following Completion of the whole of the works.

54.11 The *Project Manager* makes a final assessment of the *Contractor's* share, using the final Aggregated Price for Work Done to Date and the final Aggregated Total of the Prices. This share is included in the final amount due.

93.4 If there is a termination, the *Project Manager* assesses the *Contractor's* share after certifying termination. The assessment uses as the Aggregated Price for Work Done to Date the sum of

- the total of
  - o the Defined Cost which the *Contractor* has paid and
  - o which it is committed to pay for work done before termination

and

- the total of
  - o the Defined Cost which the *Contractor* has paid and
  - o which it is committed to pay

in the *partner contract* before the date the termination certificate is issued under this contract.

The assessment uses as the Aggregated Total of the Prices the sum of

- the total of
  - the lump sum price for each activity which has been completed and
  - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

and

- the total of
  - the lump sum price for each activity which has been completed and
  - a proportion of the lump sum price for each incomplete activity which is the proportion of the work in the activity which has been completed

in the *partner contract* before the date the termination certificate is issued under this contract.

Add:

11.2(37 ) The Aggregated Total of the Prices is sum of

- the total of the Prices and
- the total of the Prices in the *partner contract*

11.2(38 ) The Aggregated Price for Work Done to Date is the sum of

- the Price for Work Done to Date and/
- the Price for Service Provided to Date in the *partner contract*

#### 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 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.

#### Z18 Payment of pain/gainshare and programme incentivisation

Delete existing clause 54.3 and replace with:

54.3 The *Project Manager* makes regular assessments of the *Contractor's* share until the Completion Date using forecasts of the final Price for Work Done to Date and the final total of the Prices. This share is included in the amount due in the following assessment. The *Project Manager* shall be entitled to take the *Contractor's share* percentage into account when assessing amounts in clause 50 and clause 51 due for payment at each assessment date thereafter. The *Project Manager* shall not assess any amount greater than the amount due when the forecast reaches the top *share range* in the Contract Data Part 1 (120% of the total of the Prices).

Delete existing clause 54.4 and replace with:

54.4 If clause 54.3 does not occur during the *works*, the *Project Manager* makes a preliminary assessment of the *Contractor's* share at Completion of the Whole of the *works* using forecasts of the final Price for Work Done to Date and the final total of Prices. This share is included in the amount due following Completion of the whole of the *work*.

Insert the following new clause 54.5:

54.5 If clause 54.3 does not occur during the *works*, the *Project Manager* makes a final assessment of the *Contractor's* share, using the final Price for Work Done to Date and the final total of the Prices. This share is included in the final amount due.

Insert the following new clause 54.6:

Programme Payments will be made under the Framework in accordance with Schedule 17

#### 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 £262.42 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 £5,000,000.00

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 6 year(s)

**OPTION X15: The Contractor's design**

The *period for retention* following Completion of the whole of the *works* or earlier termination is 6 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 6 years

**OPTION X18: Limitation of liability**

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to £1,000,000.00

For any one event, the *Contractor's* liability to the *Client* for loss or damage to the *Client's* property is limited to £5,000,000.00

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to £5,000,000.00

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(UK)1:Project Bank Account**

The Contractor is to pay any bank charges made and to be paid any interest paid by the *project bank*

**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*

term *beneficiary*

The provisions of  
Y(UK)1

**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 Hertford Road  
Hoddesdon  
Hertfordshire  
EN11 9BX

Address for electronic communications [Redacted]

The fee percentage is Option C 8.90%

The working areas are ~~The site, VolkerStevin office and personal home office~~ the site and any other area necessary to provide the works. [Redacted]

The key persons are

Name (1) [Redacted]  
Job [Redacted]  
Responsibilities See CV  
Qualifications See CV  
Experience See CV

The key persons are

Name (2) [Redacted]  
Job [Redacted]  
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

**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

[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

**Y(UK)1: Project Bank Account**

The *project bank* is  
BNP Paribas London Branch

*named suppliers* are  
TBC

# Contract Execution

## *Client execution*

Signed under hand by

for and on behalf of the Environment Agency



Signature



Role

## *Contractor execution*

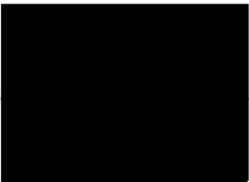
## *Consultant execution*

Signed under hand by

for and on behalf of

VolkerStevin Ltd

Signature



Role



