



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

Geographical Area: North West
Project Name: Gastang Green Lane ECC
Project Number: ENV00002946C

Contract Type: Engineering Construction Contract
Option: [REDACTED]

Contract Number: 32313

Revision	Status	Originator	Reviewer	Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework

CONTRACT DATA

Project Name Garstang Green Lane ECC

Project Number ENV0002946C

This contract is made on 16 February 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
Garstang.GreenLane.NEC4Scope.v3.pdf

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 for resolving and avoiding disputes  W2

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)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

This purpose of this scheme is to repair 390m of this 900mm diameter concrete piped culvert which extends from Green Lane West to the outlet. The culvert runs under a housing estate and public highways. About 33 residential properties are at risk

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
Richard Fairclough House
Knutsford Road
Latchford
Warrington
WA4 1HT

Address for electronic communications


The Supervisor is

Address for communications


Address for electronic communications

The Scope is in
Garstang.GreenLane.NEC4Scope.v3.pdf

The Site Information is in
Garstang Green Lane Form 1

The boundaries of the site are
Map 5 - Garstang Green Lane - Wyre Lane to NMR

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

15th March 2021

The access dates are part of the Site date

The Contractor submits revised programmes at intervals no longer than 4 weeks

The Completion Date for the whole of the works is 7th June 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 £512,136.00

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

The Contractor's share percentages and the share ranges are

	share range	Contractor's share percentage
less than 80 %	80 % to 120 %	0 %
from greater than		as set out in Schedule 17 as set out in Schedule 17

6 Compensation events

The place where weather is to be recorded is Garstang Weather Station

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 weather data are the records of past weather measurement for each calendar month which were recorded at 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

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

N/A

Resolving and avoiding disputes

The tribunal is litigation in the courts

The Senior Representatives of the Client are Steve Moore

Address for communications	Horizon House Deanery Road Bristol BS1 5AH
Address for electronic communications	steve.moore@environmental-agency.gov.uk
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, subsoli, 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 2A: Risk transfer: Physical conditions within the Site

Clause 60.1 (12) is deleted from this contract.

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 53.4 and replace with:

54.7 The Project Manager assess 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.

53.4 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 HEC4 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.

Z11(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 211

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

211.1 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:

211.1.1 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

211.1.2 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.

211.2 Except as provided in clause 211.1, 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.

Z21 Requirement for Invoices

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 Risk 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

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

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 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

There will be no project bank account used for this contract

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	<i>beneficiary</i>
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

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

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

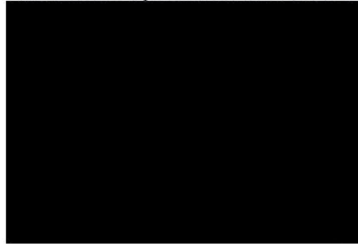
C14143 - TP01 - C & L Culverts Repair

5 Payment

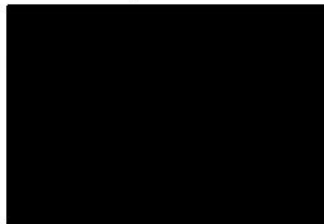
The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are



Address for electronic communications



Address for electronic communications



X10: Information Modelling

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

Y(UK)1: Project Bank Account

The *project bank* is
NOT USED

named suppliers are
N/A

Contract Execution

Client execution

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

[redacted]

Signature

[redacted]

Role

Contractor execution

Consultant execution

Signed under hand by [redacted] for and on behalf of VolkerStevin Ltd

[redacted]

Signature

[redacted]

Role

