

NEC4 Engineering and
Construction Contract
Volume 1: Contract Data

Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

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 secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments October 2020).

Main Option

A

Option for resolving and avoiding disputes

W2

Secondary Options

X5, X7, X15, X16, X18, Y(UK)2 ,Z Clauses

The *works* are

Alliance House Flood Wall - Installation of approximately 20m of new demountable defences

River Alde Quay - Installation of approximately 120m of new demountable defences

Henry Moore Lawn - Improvement to approximately 80metres of earth flood embankment to be constructed in a passive fashion to provide improved flood protection and amenity and access value

River Terrace & Car park - Improvement to approximately 100metres of earth flood embankment, incorporating pedestrian access provision

The *Client* is

Name

East Suffolk Water Management Board

Address for communications

Pierpoint House,
28 Horsley's Fields,
Kings Lynn, Norfolk,
PE30 5DD

Address for electronic communications

Pete.Roberts@wlma.org.uk

The *Project Manager* is

Name

Malcolm Fillingham, for and on behalf of
Stantec UK Limited

Address for communications

Stantec UK Limited,
50/60 Station Road
Cambridge
CB1 2JH

Address for electronic communications

malcolm.fillingham@stantec.com

The *Supervisor*
is

Name

Stantec

Address for communications

Stantec UK Limited,
50/60 Station Road
Cambridge
CB1 2JH

Address for electronic communications

Haider.ali@stantec.com

The Scope is in

Volume 2: Scope

The Site Information is in

Volume 3: Site Information

The *boundaries of the site* are

Volume 2: As shown on drawings
65208756-SWE-XX-XX-D-C-1060-P02
65208756-SWE-XX-XX-D-C-1061-P02
65208756-SWE-XX-XX-D-C-1062-P02
65208756-SWE-XX-XX-D-C-1063-P03
65208756-SWE-XX-XX-D-C-1065-P02
732_A_CWP_DRW_02_002_P5

The *language of the contract* is

English (UK)

The law of the contract is the law of

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

Buried services, including public, highway & private (charted & uncharted).
Flood events and high flow conditions
Public safety and trespassing into the works area
Complaints from affected users of the site (Landowner/Staff and guests)
Access constraints and working areas
Delay to the contract award affecting Start and Completion Dates

Early warning meetings are to be held at intervals no longer than

1 month

2 The Contractor's main responsibilities

If the *Client* has identified work which is set to meet a stated *condition* by a *key date*

The *key dates* and *conditions* to be met are

condition to be met

(1) N/A

key date

N/A

3 Time

The *starting date* is

01st September 2025

The *access dates* are

part of the Site

date

(1)	West compound (65208756-SWE-XX-XX-D-C-1060-P02)	01 st September 2025
(2)	Henry Moore Lawn	06 th October 2025
(3)	Terrace and Car Park	02 nd January 2026
(4)	River Alde Quay	02 nd January 2026
(5)	Alliance House	02 nd January 2026

The *Contractor* submits revised programmes at intervals no longer than

Monthly

If the *Client* has decided the *completion date* for the whole of the *works*

The *completion date* for the whole of the *works*

26th June 2026

Taking over the *works* before the Completion Date

The *Client* **is not** willing to take over the *works* before the Completion Date.

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the *Contractor* is to submit a first programme for acceptance is

2 weeks

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and 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

5 Payment

The *currency of the contract* is the

Pound sterling

The *assessment interval* is

Monthly

The *interest rate* is

2.5

% per annum (not less than 2) above the

base

rate of the

Bank of England

bank

6 Compensation events

The place where weather is to be recorded is

Charsfield

The *weather measurements* to be recorded for each calendar month are

- 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

and these measurements:

Wind compensation event values: Wind to be measured on crane anemometer

The *weather measurements* are supplied by

The MET Office

The *weather data* are the records of past *weather measurements* for each calendar month

which were recorded at

Charsfield

and which are available from

The MET Office

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is

50 %

If there are additional compensation events

These are additional compensation events

1. Tidal flood levels above defence height. (Refer to Volume 2: S212). To be measured at Snape Bridge upstream of the works.
2. Additional asbestos identified beyond that provided in the Site Information
3. A wind speed measurement is recorded on the crane boom greater than 10m/s causing a delay to lifting activity. A Compensation Event shall only be entitled for delay over and above the total cumulative 48 hours of delay risk allowance included for in the contract price.

8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

- (1)
- (2)
- (3)

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

£10,000,000

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

£10,000,000

If the *Client* is to provide Plant and Materials

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

None

If the *Client* is to provide any of the insurances stated in the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against

Minimum amount of cover is

The deductibles are

(2) Insurance against

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>

Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

If additional insurances are to be provided

The *Client* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

The *Contractor* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

Resolving and avoiding disputes

The *tribunal* is

Arbitration

If the *tribunal* is arbitration

The *arbitration procedure* is

The latest version of the Institution of Civil Engineers Arbitration Procedure or any amendment to it in force when the Arbitrator appointed.

The place where arbitration is to be held is

Kings Lynn, Norfolk.

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

Institution of Civil Engineers

If Option W1 or W2 is used

The *Senior Representatives* of the *Client* are

Name (1)

Phil Camamile

Address for communications

Pierpoint House,
28 Horsley's Fields,
Kings Lynn, Norfolk,
PE30 5DD

Address for electronic communications

Phil.camamile@wlma.org.uk

The *Adjudicator* is

Name

To be agreed

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

Institution of Civil Engineers

X5: Sectional Completion

If Option X5 is used

The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	Henry Moore Lawn	01 st May 2026
(2)	Terrace and Car Park	29 th May 2026
(3)	River Alde Quay	29 th May 2026
(4)	Alliance House	13 th March 2026
(5)	Demobilisation from west compound	26 th June 2026

X7: Delay damages

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the *works* are

£1000 per day

If Option X7 is used with Option X5

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	Henry Moore Lawn	£1000
(2)	Terrace and Car Park	£1000
(3)	River Alde Quay	£1000
(4)	Alliance House	£1000
(5)	Demobilisation from west compound	£1000

The delay damages for the remainder of the *works* are

X15: The *Contractor's* design

If Option X15 is used

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

52 weeks

The minimum amount of insurance cover for claims made against the *Contractor* arising out of its failure to use the skill and care normally used by professionals designing works similar to the *works* is, in respect of each claim

£1,000,000

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

X16: Retention (not used with Option F)

If Option X16 is used

The *retention free* amount is

Nil

The *retention percentage* is

5

%

Retention bond

The *Contractor* **may not** give the *Client* a retention bond.

X18: Limitation of liability

If Option X18 is used

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

£1,000,000

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

£1,000,000

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

£1,000,000

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

£1,000,000

The *end of liability date* is 12 years after the Completion of the whole of the *works*

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Option Y(UK)2 is used and the final date for payment is not 14 days after the payment date on which the payment becomes due

The period for payment is

30

Days after the date on which payment becomes due

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

See separate Z clause sheet

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 *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

2 The *Contractor*'s main responsibilities

If the <i>Contractor</i> is to provide Scope for its design	The Scope provided by the <i>Contractor</i> for its design is in	Tender Programme
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3 Time

If a programme is to be identified in the Contract Data	The programme identified in the Contract Data is	Tender Programme
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5 Payment

If Option A or C is used	The <i>activity schedule</i> is in	Volume 5
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Resolving and avoiding disputes

If Option W2 is used	The <i>Senior Representatives</i> of the <i>Contractor</i> are	
	Name (1)	
	Address for communications	
	Address for electronic communications	

Name (2)

Address for communications

Address for electronic communications

Data for the Short Schedule of Cost Components (only used with Options A or B)

The *people rates* are

category of person	unit	rate
<input type="text"/>	Hour	<input type="text"/>
<input type="text"/>	Hour	<input type="text"/>
<input type="text"/>	Hour	<input type="text"/>
<input type="text"/>	Hour	<input type="text"/>
<input type="text"/>	Hour	<input type="text"/>

The published list of Equipment is the edition current at the Contact Date of the list published by

The percentage for adjustment for Equipment in the published list is

% (state plus or minus)

The rates for other Equipment are

Equipment	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The rates for Defined Cost of manufacture and fabrication outside the Workings Areas by the *Contractor* are

category of person	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The rates for Defined Cost of design outside the Workings Areas are

category of person	rate
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

The categories of design people whose traveling expenses to and from the Working Areas are included in Defined Cost are

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Z3 Privacy of Information

Z3.1 The Contractor shall not give information concerning the works for publication in the press or on radio, television, screen or any other media without the written consent of the Project Manager.

Z3.2 The Contractor shall at all times comply with the Data Protection Act 2018 including, where appropriate maintaining a valid and up to date registration or notification under the Data Protection Act 2018. This Act incorporates the General Data Protection Regulations (GDPR).

Z3.3 The Contractor shall indemnify and keep indemnified the Client against all losses, claims, damages, liabilities, costs and expense (including reasonable legal costs) incurred by it in respect of any breach of this clause by the Contractor and/or any act or omission of any Subcontractor.

Z3.4 The Client in line with the Government's ongoing drive to open up activities of the public sector to greater scrutiny has prepared its transparency agenda and the Contractor hereby agrees that nothing in this clause Z3 shall prevent the Client from publishing any payment of the Price made by the Client to the Contractor under the terms of this Contract.

Z5 Recovery of Sums Due from Contractor

Add the following paragraph to clause 51:

51.6 When under this contract or any statutory requirement any sum of money is recoverable from or payable by the Contractor to the Client it may be deducted from the amount due (or which at any time after may become due) to the Contractor under this contract.

Z8 Health and Safety

Z8.1 If during the performance of the Contract the Health and Safety of any person is endangered then the Contractor shall cease work and take immediate steps to remedy that situation.

Z8.2 The Contractor shall inform the Project Manager of all incidents and/or accidents connected with the Contract and that occur during the performance of the Contract.

Z8.3 Save as provided in the conditions of contract, any action by the Contractor or the Project Manager in accordance with this clause shall not be a compensation event

Z15 Records

Z15.1 The Contractor shall provide to the Project Manager a record of resources used for the works or within the boundaries of the site. The record of resources shall identify:

People such as operatives and staff Subcontractors and Suppliers' operatives and staff Equipment and the records shall also identify the location, nature and extent of resources used to undertake the works and specific tasks within the works. The records shall identify the hours actually worked, cessation of the works due to weather conditions, late delivery of materials, equipment breakdowns or idle periods and the like. The records shall also identify any delays encountered and the reasons for delay.

Z17 Transfer of Undertakings

Z17.1 Should the Contract be terminated for any reason whatsoever the Contractor undertakes to supply to the Client forthwith upon written request all such details as the Client may require regarding all or any of the Contractor's staff who are engaged in the provision of the works and services.

Z19 Considerate Constructors

Z19.1 The Client requires that the Contractor registers this Work Order with the Considerate Constructors Scheme as an individually registered site.

Z29 Flooding Events

Z29.1 Clause 60.1, add the following sub clauses:

(20) A Flooding Event occurs when the water level measurements show that the water level is greater than the following:

- North Quay: 3.00mAOD.
- Henry Moore Lawn North bank: 3.20mAOD.
- Henry Moore Lawn East Wall: 3.00mAOD.
- River Terrace: 3.90mAOD.
- Embankment Terrace to South Car Park: 3.30mAOD

Z32 Value Engineering

Z32.1 In the period within 4 weeks of the Contract Date the Contractor may submit to the Project Manager for acceptance written proposals to change the Scope which if implemented will in the Contractor's opinion:

- enhance the quality or durability of the works or
- improve the efficiency of carrying out the works or
- reduce the cost to the Client of maintaining the works.

If in the event that the Contractor proposals involve permanent works design then the Contractor is responsible for obtaining all planning and design related consents and approvals, prior to submitting his proposals to the Client.

Z32.2 The Contractor includes with his proposals:

- the value of any savings that will arise
- the effect if any on the Accepted Programme
- proposed changes to the Prices.

Z32.3 If the Client accepts the Contractor's proposal the Project Manager gives an instruction to the Contractor within 14 days which changes the Scope. Any consequential effects of implementing the proposals, including time or cost overruns, are borne by the Contractor. Any savings are shared between the Contractor (50%) and the Client (50%).

Upper Alde & Ore Estuary Embankment Improvements, Flood Cell 6, Snape Maltings

FORM OF AGREEMENT

This agreement is made on theday of **2025**

Between;

.....

of **East Suffolk Water Management Board** (the Client) and

.....

of (the Contractor)

WHEREAS the Client wishes to have provided the following works:

Upper Alde & Ore Estuary Embankment Improvements, Flood Cell 6, Snape Maltings

NOW IT IS AGREED THAT

1. The Contractor will provide the Works in accordance with the conditions of contract identified in the Contract Data.
2. The Client will pay the Contractor the amount due and carry out their duties in accordance with the conditions of contract identified in the Contract Data.
3. The documents forming part of this agreement are:
 - Volume 1: Contract Data Parts 1 and 2 – April 2025.
 - Volume 2: Contract Scope, Drawings and Specifications as listed in Appendix A of Volume 2: Scope, Ref: 332611358/002, Revision: A, dated April 2025.
 - Volume 3: Site Information as detailed in Appendix A of Volume 2: Scope, Ref: 332611358/002, Revision: A, dated April 2025.
 - Volume 5: Activity Schedule, dated 2025, completed by Contractor. Total price £ (excl VAT).

EXECUTED AS A DEED BY THE CLIENT

East Suffolk Water Management Board.....(the Client)

by affixing his common seal in the presence of

..... (name of Chairman)

..... (signature of Chairman)

and (name of Project Delivery Engineer)

..... (signature of Project Delivery Engineer)

AND AS A DEED BY THE CONTRACTOR

..... (the Contractor)

by affixing his common seal in the presence of

..... (name of Director)

..... (signature of Director)

and..... (name of Director or Company Secretary)

..... (signature of Director or Company Secretary)