



Project Executive

**Framework:** Collaborative Delivery Framework  
**Supplier:** Jackson Civil Engineering Group Ltd  
**Company Number:** 06778819  
  
**Geographical Area:** Midlands  
**Contract Name:** Retford Beck ESE  
**Project Number:** ENV0005849C  
  
**Contract Type:** Engineering Construction Contract  
**Option:** Option C  
  
**Contract Number:** C24491  
  
**Stage:** Other

Revision	Status	Originator	Reviewer	Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name Retford Beck ESE

Project Nur Alex ander Mc

This contract is made on  
between the *Client* and the *Contractor*

10/01/2025

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 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
- Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.
- The following documents are incorporated into this contract by reference  
JCE ESE Scope v1.0.doc , dated 13th December 2024

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

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

Early Supplier Engagement and Outline Designs for the Retford Beck Scheme.

The *Client* is

Address for communications

Address for electronic communications

The *Project Manager* is

Address for communications

Address for electronic communications

The *Supervisor* is

Address for communications

Address for electronic communications		
The Scope is in JCE ESE Scope v1.0.doc , dated 13th December 2024		
The Site Information is in The following Scheme Information Documents (SID) ENV0005849C Retford Beck Culvert Replacement PCI DRAFT (1).docx ENV0005849C Retford 2024.04.10 Utility searches (1).zip ENV0005849C Retford Existing Culvert Alignment (1).pdf		
The boundaries of the site are ENV0005849C Retford Beck Culverts Site Boundary Plan.pdf		
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		
#REF!		
Early warning meetings are to be held at intervals no longer than 2 weeks		
<b>2 The Contractor's main responsibilities</b>		
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		
<b>3 Time</b>		
The starting date is 6th January 2025		
The access dates are		
part of the Site	date	
Site	6th January 2025	
Environment Agency staff, systems and information as	6th January 2025	
The Contractor submits revised programmes at intervals no longer than 4 weeks		
The Completion Date for the whole of the works is 18th August 2025		
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		
<b>4 Quality management</b>		
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 £175,682.00

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 %	80 %	0 %
from		to	as set out in Schedule 17
greater than	120 %	120 %	as set out in Schedule 17

## 6 Compensation events

The place where weather is to be recorded is Gringley on the hill, location 53.406, -0.883

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 Met Office  
The weather data are the records of past weather measurement for each calendar month  
which were recorded at Gringley on the hill, location 53.406, -0.883  
and which are available from 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. Carbon Methodology - Adherence to and compliance with the Carbon Methodology dated 08 June 2023
2. The Working Areas are flooded
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

£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

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

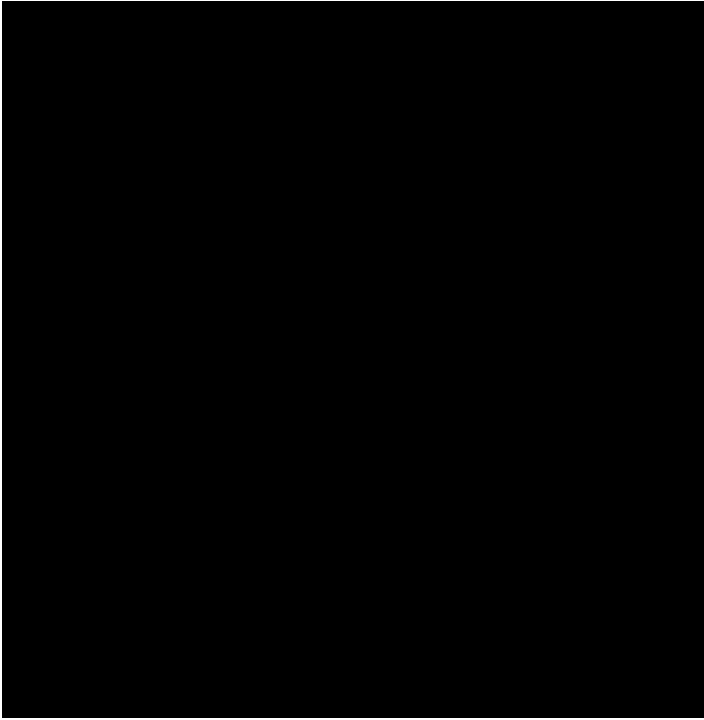
The *Adjudicator* is

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is



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*.

**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. In all instances and circumstances the Price for Work Done to Date shall not exceed the forecast for the same as provided under clause 20.4."

**Z7 Contractor's share**  
After c154.2 and before c154.3, insert the following additional clause:  
54.2A If, prior to Completion of the whole of the works, the Price for Work Done to Date exceeds 111% of the total of the Prices, the amount in excess of 111% of the total of the Prices is retained from the Contractor.

**Z10 Payments to subcontractors, sub consultants and**  
Subcontractors  
The *Contractor* will use the NEC4 contract on all subcontracts for works unless another alternative and appropriate form is proposed and agreed in accordance with clause 26.3. Payment to subcontractors will be 28 days from the assessment date.  
If the *Contractor* does not achieve payments within these timescales then the Client reserves the right to delay payments to the Contractor in respect of subcontracted work, services or goods. Failure to pay subcontractors and suppliers within contracted times scales will also adversely affect the *Contractor's* opportunities to work on framework contracts.

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 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.

**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.  
Z31.6 Compensation events.

**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

**Z120 ECC – Carbon reduction**

Ref. (Clause No.)	Clause words
11.2	Add as Clause 11.2(36)
15.1	In Clause 15.1 add as a new bullet between the second and third bullet:
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
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
57.3	At the dates 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:

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  
Alex ander McPt

### OPTION X7: Delay damages

**X7 only** Delay damages for Completion of the whole of the *works* are Nil 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 6 years

### 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

For any one event, the *Contractor's* liability to the *Client* for loss 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 £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 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(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*

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

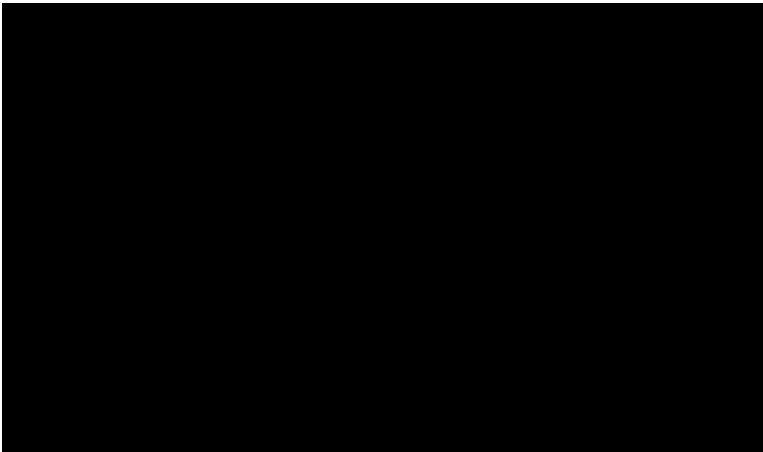
The Contractor is  
Alex ander McPhee

Address for communications

Address for electronic communications

The fee percentage is

The working areas are



The site, compound area, any temporary storage areas, regio

The key persons are

- Name (1)
- Job
- Responsibilities
- Qualifications
- Experience

The key persons are

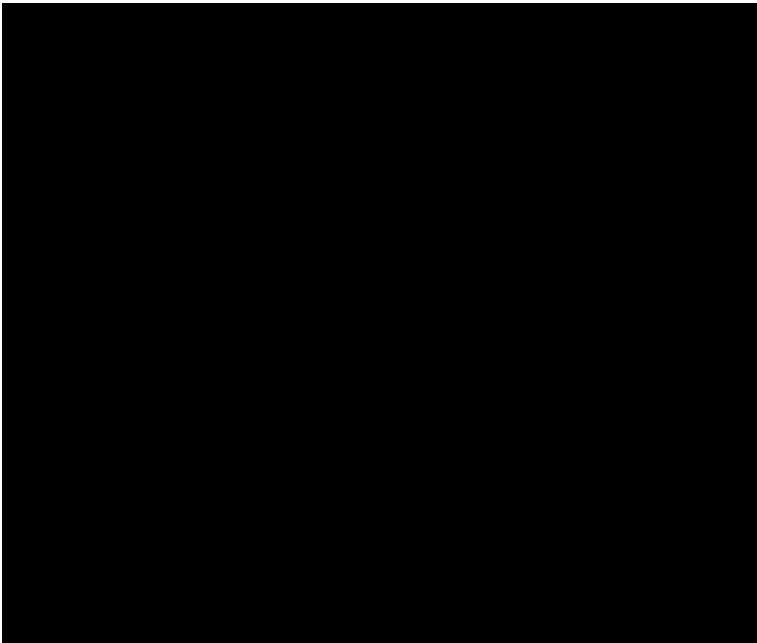
- Name (2)
- Job
- Responsibilities
- Qualifications
- Experience

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

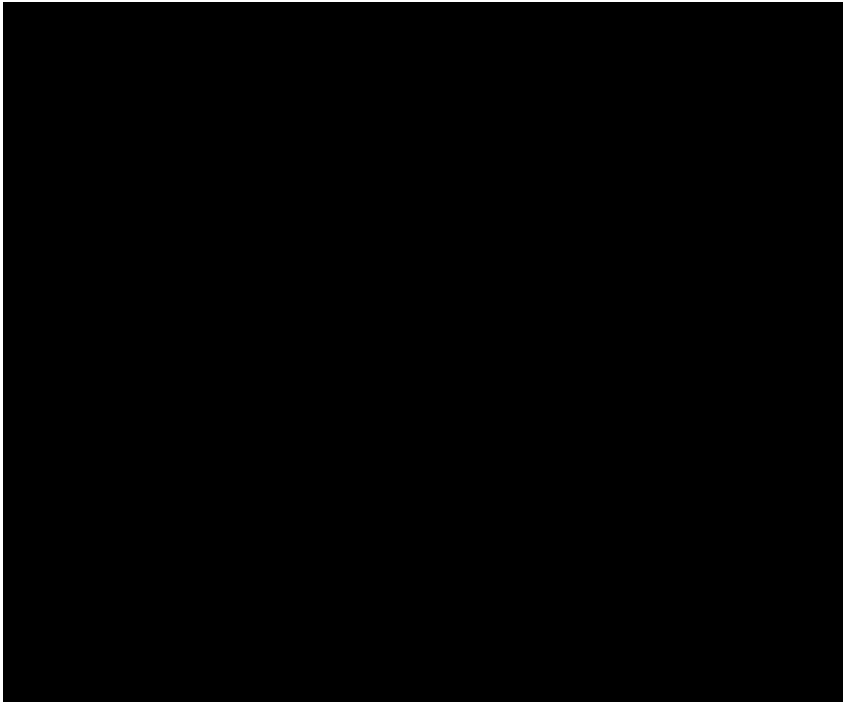
**3 Time**

The programme identified in the Contract Data is  
Retford ESE Outline Design Programme v15 - EA 06.01.24 sta

**5 Payment**

The *activity schedule* is  
N/A

**Resolving and avoiding disputes**



**X10: Information Modelling**

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

# Contract Execution

**Client execution**

Signed Underhand by [PRINT NAME] for and on behalf of the Environment Agency

SignatureDateRole

**Contractor execution**

Signed Underhand by [PRINT NAME] for and on behalf of Jackson Civil Engineering Group Ltd

SignatureDateRole

Signed Underhand by [PRINT NAME]