



Framework: Collaborative Delivery Framework
Supplier: Jackson Civil Engineering Group Ltd

Company Number: 06778819

Geographical Area: Midlands

Project Name: Wychall Flood Storage Reservoir

Project Number: ENV0003721C

Contract Type: Engineering Construction Contract

Option: Option C

Contract Number: 35846

Stage: Construction

Revision	Status		Origi	Originator		ewer	Date

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

**Project Name** Wychall Flood Storage Reservoir **Project Number** ENV0003721C This contract is made on 04 April 2022 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 Wychall Reservoir V7 dated 06/04/2022 Part One - Data provided by the Client Statements given in all Contracts 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. 1 General Option for resolving and Main Option C Option avoiding disputes 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 Construction works to Wychall Reservoir The Client is Environment Agency 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

Wychall Reservoir V7 dated 06/04/2022

The Site Information is in

FINAL ENV0003721C-MMD-IR-00-RP-C-250-K200-PCI document dated 19/01/2022

The boundaries of the site are

ENV0003721C-MMD-IR-00-DR-C-131-B1300-EA3-L S4 Rev P4

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 4 weeks than

#### 3 Time

The starting date is 25 April 2022

The access dates are

part of the Site Site Access Date date 25 April 2022

The Contractor submits revised programmes at

intervals no longer than 4 weeks

The Completion Date for the whole of the works is 27 September 2022

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 Safety issue for the public is 24 Hours is • The defect correction period for

• The defect correction period for

#### 5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The Client set total of the Prices is £966,009.74

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

#### 6 Compensation events

The place where weather is to be recorded is King's Norton Weather station

The weather measurements to be recorder for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5mm
- $\bullet$  the number of days with minimum air temperature less than 0 degrees Celsius
- hours 09:00 GMT • the number of days with snow lying at

and these measurements:

- 2.
- 4.
- 5.

The weather measurements are supplied by

Met Office The weather data are the records of past weather measurement for each calendar month

King's Norton Weather Station which were recorded at 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

lan Int Feb Aug Sep Oct Mar Apr May Nov Jun Dec

These are additional compensation events

- 1. Water level exceeds 142.5mAOD within Wychall flood storage
- 'not used' 'not used'
- 'not used'
- 'not used

### 8 Liabilities and insurance

These are additional Client's liabilities

- 1 'not used'
- '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

£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

## 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 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'

**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 theworks. 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.

The Institution of Civil Engineers

**Z 2B: Water levels:** *Contractor's* **risk** Clause 60.1 (12) second bullet point is amended to: "are not weather conditions or floods and'

The Adjudicator nominating body is

### 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

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 Contractor's share

After cl54 2 and before cl54.3, 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

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.

#### **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.

#### Z30 Material Price Volatility

The Client recognises the ongoing pricing uncertainty in relation to materials for the period from 1 July 2021 to 30 June 2022 the Client will mitigate this additional cost through this clause. Payment is made per assessment based upon a general average material proportion within assessments, calculated at 40%.

#### Z30.1 Defined terms

- a) The Latest Index (L) is the latest index as issued by the Client. The L, which is at the discretion of the Client, is based upon the issued consumer price index ((CPI) based upon the
- 12-month rate) before the date of assessment of an amount due.
  b) The Price Volatility Provision (PVP) at each date of assessment of an amount due is the total of the Material Factor as defined below multiplied by L for the index linked to it.
- c) Material Factor (MF) 40% is used, based on a general average material proportion across our programme. The volatility provision is only associated with material element. No volatility provision is applicable to any other component of costs.

#### Z30 2 Price Volatility Provision

Through a Compensation Event the  ${\it Client}$  shall pay the PVP. PVP is calculated as:

If an index is changed after it has been used in calculating a PVP, the calculation is not changed and remains based upon the rate issued by the Client. The PVP calculated at the last assessment before 30 June 2022 is used for calculating the price increase after that date.

#### Z30 3 Price Increase

Each time the amount due is assessed, an amount for price increase is added to the total of the Prices which is the change in the Price for Work Done to Date for the materials component only (and the corresponding proportion) since the last assessment of the amount due multiplied PVP for the date of the current assessment.

#### Z30.4 Compensation Events

The Contractor shall submit a compensation event for the PVP on a monthly basis (where applicable) capturing Defined Cost only for the PWDD increase in month. Forecasted costs should only be considered for the June 2022 period compensation event.

Assessment Date	Defined Cost?	Forecasted Cost?		
31 July 2021	In period costs only	No		
31 August 2021	In period costs only	No		
30 September 2021	In period costs only	No		
31 October 2021	In period costs only	No		
30 November 2021	In period costs only	No		
31 December 2021	In period costs only	No		
31 January 2022	In period costs only	No		
28 February 2022	In period costs only	No		
31 March 2022	In period costs only	No		
30 April 2022	In period costs only	No		
31 May 2022	In period costs only	No		
30 June 2022	In period costs only	Forecasted costs for remainder of		
		contract		

The Defined Cost for compensation events is assessed using

- the Defined Cost at base date levels for amounts calculated from rates stated in the Contract Data for People and Equipment and
   the Defined Cost current at the date the compensation event was notified, adjusted to the base date by 1+PVP for the last assessment of the amount due before that date, for other amounts

#### **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

#### **OPTION X7: Delay damages**

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

£219.00

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

£5,000,000.00

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.

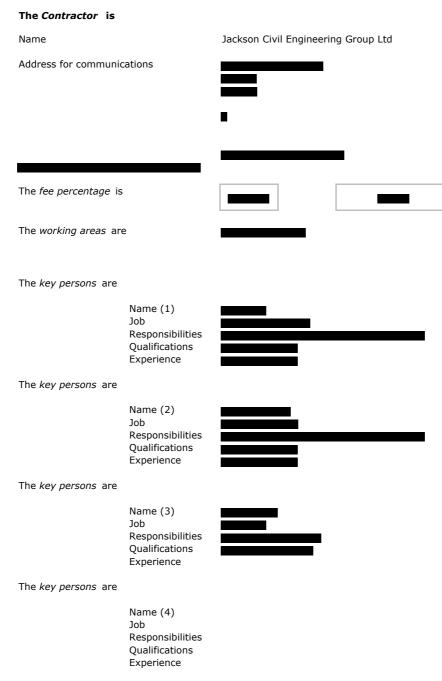
## Y(UK2): The Housing Grants, Construction and Regeneration Act 1996

	The period for payment is		14 days	after the date on which payment becomes due		
Y(UK3): The Contracts	( Rights of Third Parties A	ct) 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 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

Not required

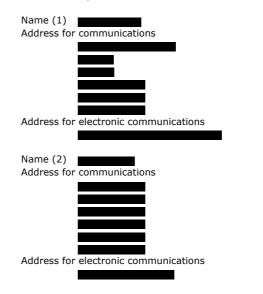
The programme identified in the Contract Data is

## **5 Payment**

The activity schedule is

## Resolving and avoiding disputes

The Senior Representatives of the Contractor are



## **X10: Information Modelling**

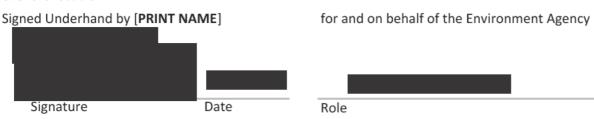
## Y(UK)1: Project Bank Account

The *project bank* is

named suppliers are

# **Contract Execution**

Client execution



## Contractor execution

