



**Framework:**  
**Supplier:**  
**Company Number:**  
  
**Geographical Area:**  
**Project Name:**  
**Project Number:**  
  
**Contract Type:**  
**Option:**  
  
**Contract Number:**  
  
**Stage:**

**Collaborative Delivery Framework**  
**Jackson Civil Engineering Group Ltd**  
  
**Midlands**  
**Asset Recovery (West & East Midlands) 2021/22 Early Supplier Engagement**  
**ENV0004285C**  
  
**Engineering Construction Contract**  
**Option C**  
  
**project\_34088**  
  
**Other**

Revision		Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name	Asset Recovery (West & East Midlands) 2021/22 Early Supplier Engagement
Project Number	ENV0004285C
	<p>This contract is made on 05 October 2021 between the <i>Client</i> and the <i>Contractor</i></p> <ul style="list-style-type: none"><li>This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 between the <i>Client</i> and the <i>Contractor</i> in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference</li><li>Schedules 1 to 21 inclusive of the Framework schedules are relied upon within this contract.</li><li>The following documents are incorporated into this contract by reference Asset_Recovery_CDFLot2_Scope v1 dated 29 July 2021</li></ul>

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 <i>Client</i>		
	X15: <i>Contractor's</i> 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: <i>Additional conditions of contract</i>		

The <i>works</i> are	
Delivery of Early Supplier Engagement support to the Asset Recovery (West & East Midlands) 2021/22 programme.	
The <i>Client</i> is	Environment Agency
Address for communications	
Address for electronic communications	
The <i>Project Manager</i> is	
Address for communications	
Address for electronic communications	
The <i>Supervisor</i> is	To be confirmed
Address for communications	
Address for electronic communications	
The Scope is in	Asset_Recovery_CDFLot2_Scope v1 dated 29 July 2021
The Site Information is in	To be confirmed
The <i>boundaries of the site</i> are	To be confirmed
The <i>language of the contract</i> is	English
The <i>law of the contract</i> 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 <i>Contractor's</i> main responsibilities					
	The <i>key dates</i> and <i>conditions</i> to be met are				
	<i>condition</i> to be met				<i>key date</i>
	'none set'				'none set'
	'none set'				'none set'
	'none set'				'none set'
	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>works</i> at intervals no longer than				4 weeks
3 Time					
	The <i>starting date</i> is				04 October 2021
	The <i>access dates</i> are				
	part of the Site				date
	Site access, EA staff and systems				04 October 2021
	The <i>Contractor</i> submits revised programmes at intervals no longer than				4 weeks
	The <i>Completion Date</i> for the whole of the <i>works</i> is				31 March 2022
	The <i>Client</i> is not willing to take over the <i>works</i> before the Completion Date				
	The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is				4 weeks
4 Quality management					
	The period after the Contract Date within which the <i>Contractor</i> is to submit a quality plan is				4 weeks
	The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is				52 weeks
	The <i>defect correction period</i> is				2 weeks
	except that				
	• The <i>defect correction period</i> for				is
	• The <i>defect correction period</i> for				is
5 Payment					
	The <i>currency of the contract</i> is the £ sterling				
	The <i>assessment interval</i> is				Monthly
	The <i>Client</i> set total of the Prices is				£35,000.00
	The <i>interest rate</i> is				2.00%
	per annum (not less than 2) above the				
	Base	rate of the	Bank of England		
	The <i>Contractor's share percentages</i> and the <i>share ranges</i> are				
	<i>share range</i>				<i>Contractor's share percentage</i>
less than	<b>80</b> %				<b>0</b> %
from	<b>80</b> %	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				To be confirmed when the works are added to the contract by CE
	The <i>weather measurements</i> 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 To be confirmed  
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

- 60.1 (20) The Working Areas are flooded
- 60.1 (21) When water levels exceed the 1:10 AEP level. Details of the exact levels for each site shall be confirmed when the works are added to the contract by CE
- 'not used'
- 'not used'
- 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

- 'not used'
- 'not used'
- '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 '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 *Contracto* r.

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 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 110% of the total of the Prices, the amount in excess of 110% 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. 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.

**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  per working day

OPTION X9: Transfer of rights

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 X11: Termination by the *Client*

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* 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**

Part Two - Data provided by the Contractor

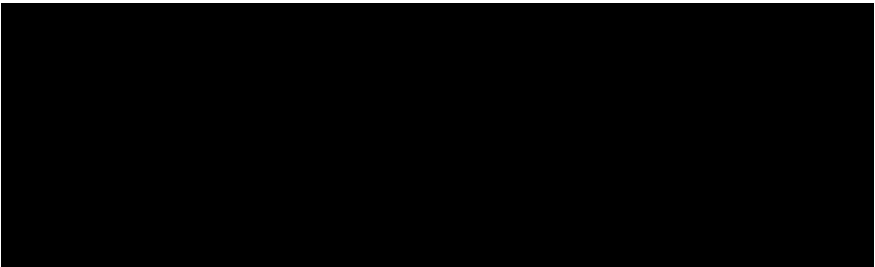
Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

1 General

The Contractor is

Name Jackson Civil Engineering Group Ltd

Address for communications



Address for electronic communications

The fee percentage is

Option C

Redacted fee percentage

The working areas are

Jackson Civil Engineering regional offices at Tamworth & Ch

The key persons are

Name (1) Redacted  
Job Contracts Manager  
Responsibilities Management of EA framework (west)  
Qualifications Refer to CV  
Experience Refer to CV

The key persons are

Name (2) Redacted  
Job Project Manager  
Responsibilities Management of asset recovery programme of works  
Qualifications Refer to CV  
Experience Refer to CV

The key persons are

Name (3) Redacted  
Job Managing Quantity Surveyor  
Responsibilities Commercial Management of Jackson Civils northern region  
Qualifications Refer to CV  
Experience Refer to CV

The key persons are

Name (4) Redacted  
Job Senior Quantity Surveyor  
Responsibilities Commercial Management of asset recovery programme of w  
Qualifications Refer to CV  
Experience Refer to CV

The following matters will be included in the Early Warning Register

- "to be confirmed"
- "to be confirmed"
- "to be confirmed"
- "to be confirmed"
- "to be confirmed"
- "to be confirmed"
- "to be confirmed"
- "to be confirmed"

2 The Contractor's main responsibilities



The Scope provided by the *Contractor* for its design is in

Not required under this agreement.

3 Time

The programme identified in the Contract Data is

Not applicable

5 Payment

The *activity schedule* is  
"to be developed from implemented CE's"

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1) [redacted]  
Address for communications  
Jackson Civil Engineering  
[redacted]  
[redacted]  
[redacted]  
[redacted]

Address for electronic communications  
[redacted]

Name (2) [redacted]  
Address for communications  
Jackson Civil Engineering  
[redacted]  
[redacted]  
[redacted]

Address for electronic communications  
[redacted]

X10: Information Modelling

The *information execution plan* identified in  
the Contract Data is  
[redacted]

# Contract Execution

## Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency

[Redacted Signature]

[Redacted Signature]

05/10/2021

Senior Commercial Officer

Signature

Date

Role

## Contractor execution

Signed Underhand by [PRINT NAME]

for and on behalf of Jackson Civil Engineering Group Ltd

[Redacted Signature]

[Redacted Signature]

01/10/2021

Company Secretary

Signature

Date

Role