



**Framework:** Collaborative Delivery Framework  
**Supplier:** Jackson Civil Engineering Group Ltd  
**Company Number:** 06778819

**Geographical Area:** Midlands  
**Contract Name:** Midlands Hub– FOF Transition Work Package ECC Contract  
**Project Number:** ENV6004922R

**Contract Type:** Engineering Construction Contract  
**Option:** Option C

**Contract Number:** C21248

**Stage:** Construction

| Revision | Status |  | Originator |  | Reviewer |  | Date |
|----------|--------|--|------------|--|----------|--|------|
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ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework  
CONTRACT DATA

Project Name Midlands Hub– FOF Transition Work Package ECC Contract

Project Number [REDACTED]22R [REDACTED]

This contract is made on [REDACTED]  
between the *Client* and the *Contractor*

- 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  
ECC Scope - Midlands Hub - FOF Transition Work Package Overarching Scope V.07 dated 04-10-2023

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

The Contractor is to undertake the construction for all assets where improvements are required. All construction work, including that of peripheral assets but not limited to fencing and telemetry, must be compliant with all current Environment Agency Standards and industry best practice

The *Client* is

Address for communications

Address for electronic communications

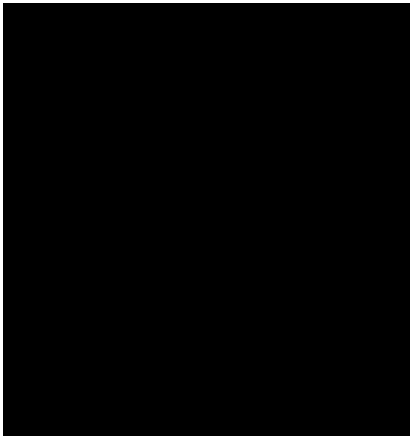
The *Project Manager* is

Address for communications

Address for electronic communications

The *Supervisor* is

Address for communications



TBC

Address for electronic communications

The Scope is in  
ECC Scope - Midlands Hub - FOF Transition Work Package Overarching Scope V.07 dated 04-10-2023

The Site Information is in  
Site list as per Section 102 of the Overarching Scope " ECC Scope - Midlands Hub - FOF Transition Work Package Overarching Scope V.07 dated 04-10-2023" . Specific Site information to be provided as per Site Specific Scope for each package via Project Manager Instruction

The boundaries of the site are  
Site list as per Section 102 of the Overarching Scope " ECC Scope - Midlands Hub - FOF Transition Work Package Overarching Scope V.07 dated 04-10-2023" . Specific Site' red-line' Boundary to be provided as per Site Specific Scope for each package via Project Manager Instruction.

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   | key date   |
| condition to be met  |            |
| '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    |

3 Time

|  |      |
|--|------|
| The starting date is   |      |
| The access dates are   |      |
| part of the Site   | date |
| The access date of each site will be provided under the respective formal instruction to proceed | TBC  |

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

The Completion Date for the whole of the works is

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

4 Quality management

The period after the Contract Date within which the Contractor is to submit a quality plan is 4 weeks

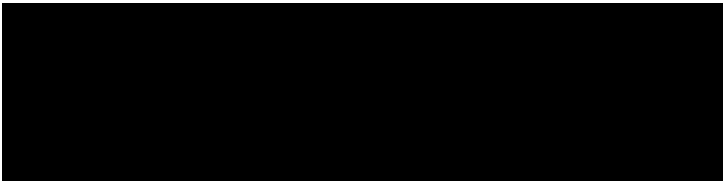
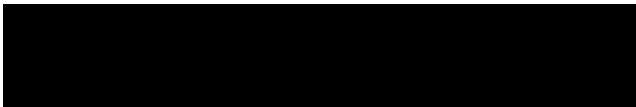
The period between Completion of the whole of the works and the

defects date is 52 weeks

The defect correction period is 2 weeks except that  
• The defect correction period for For the Safety issue for the is 24 Hours  
• The defect correction period for Public is

5 Payment

The currency of the contract is the £ sterling  
The assessment interval is Monthly



6 Compensation events

The place where weather is to be recorded is The nearest calibrated Met Office Weather Station to the site as per Section 102 of the Overarching Scope " ECC Scope - Midlands Hub - FOF Transition Work Package Overarching Scope V.07 dated 04-10-2023

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  
The nearest calibrated Met Office Weather Station to the site as per Section 102 of the Overarching Scope " ECC Scope - Midlands Hub - FOF Transition Work Package Overarching Scope V.07 dated 04-10-2023  
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

|     |     |
|-----|-----|
| Jan | Jul |
| Feb | Aug |
| Mar | Sep |
| Apr | Oct |
| May | Nov |
| Jun | Dec |

These are additional compensation events

- 1. 'not used'
- 2. 'not used'
- 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



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

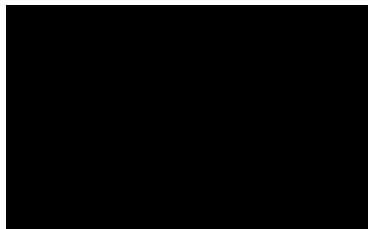
Nil

## Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

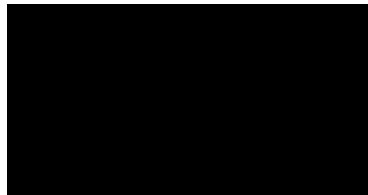
Address for communications



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*.

### 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. 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.

Each time the amount due is assessed, an amount for price adjustment is added to the total of the Prices which is the change in the Price for Work Done to Date since the last assessment of the amount due multiplied by  $(PAF/(1+PAF))$ .

Z31.6 Compensation events.

**NOT USED**

## **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 the Scope. 80% of the *fee percentage* is applied to the amount of the Defined Cost for Sub-contractors that have not complied with procurement by best value processes as defined in the Scope.



## 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



### 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 X15: The *Contractor's* design

The *period for retention* following Completion of the whole of the *works* or earlier termination 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 professionals designing works similar to the *works* 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  
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                        | <i>beneficiary</i>                 |
| No Term under this Contract | No Beneficiary under this contract |

## 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

Various Assets in the LNA, EMD and WMD Regions.

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

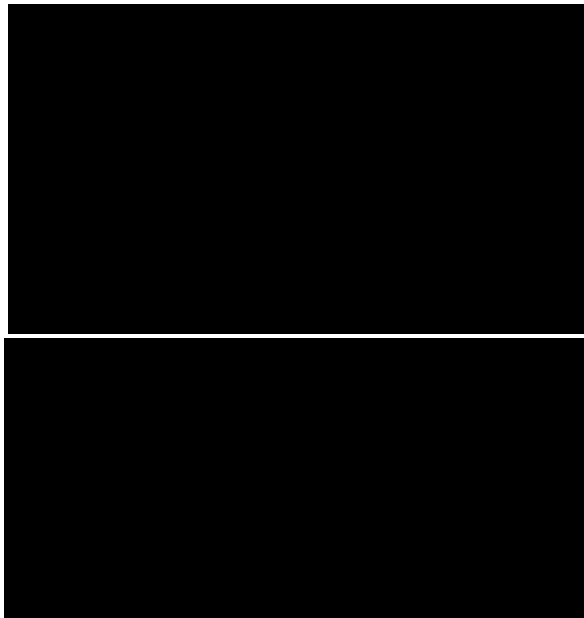
The programme identified in the Contract Data is

n/a

## 5 Payment

The *activity schedule* is  
TBC

## Resolving and avoiding disputes



## X10: Information Modelling

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

[REDACTED]

[REDACTED]