



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

Geographical Area:
Contract Name: Landfill Abandonment – Walley’s Quarry
Project Number: ENV6007582R

Contract Type: Engineering Construction Contract
Option: Option E

Contract Number: C29869

Stage: Construction

Revision	Status	Originator	Reviewer	Date

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

Project Name Landfill Abandonment – Walley’s Quarry

Project Number ENV6007582R

This contract is made on 01 August 2025
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
2025-08-01, Walleys Quarry, ECC Scopev4.0 (As issued)

**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 E	Option for resolving and avoiding disputes	W2
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Secondary Options

- X2: Changes in the law
- X7: Delay damages
- X8: Undertakings to the *Client* or Others
- X9: Transfer of rights
- X11: Termination by the *Client*
- X15: *Contractor's design*
- X18 Limitation of Liability
- Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996
- Z: *Additional conditions of contract*

The *works* are

Management of the maintenance, control and security of the waste landfill site at Walleys Quarry, Silverdale, Staffordshire. Works to include basic environmental controls including leachate removal, gas extraction and control and remedial works to capping and waste containment structures.

The *Client* is Environment Agency

Address for communications Environment Agency
Horizon House
Deanery Road
Bristol
BS5 1AH

Address for electronic communications [Redacted]

The *Project Manager* is [Redacted]

Address for communications [Redacted]

Address for electronic communications [Redacted]

The *Supervisor* is [Redacted]

Address for communications Environment Agency
Horizon House
Deanery Road
Bristol
BS5 1AH

Address for electronic communications

The Scope is in
2025-08-01, Walleys Quarry, ECC Scopev4.0 (As issued)

The Site Information is in
none provided

The *boundaries of the site* are
As indicated in S101 of document '2025-08-01, Walleys Quarry ECC, Scopev4.0 (As issued)' – for the purposes of carrying out the Works, including those

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
N/A

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
than 4 weeks

3 Time

The *starting date* is 01 August 2025

The *access dates* are
part of the Site date

The Site 01 August 2025

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

The *Completion Date* for the whole of the *works* is 31st July 2026

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 Safety Issue is 24 Hours
• 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 £2,200,000.00



6 Compensation events

The place where weather is to be recorded is Leek

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 Leek
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

£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

Not applicable

Resolving and avoiding disputes

The *tribunal* is litigation in the courts

The *Senior Representatives* of the *Client* are

Address for communications

Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

Address for electronic communications

Name

Address for communications

Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

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

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."

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.

Z11Y(UK) 3 The Contracts (Rights of Third Parties)

Z11.1 The *Contractor* warrants all design complies with the contract whether undertaken by the *Contractor* or by sub-contractors.

Z11.2 All contracts for design employed by the *Contractor* must include:

• Y(UK)3 The Contracts (Rights of Third Parties) Act 1999

• A requirement for the *Contractor's* sub-contractor to hold Professional indemnity insurance to the same level as the cover specified for the *Contractor* in this Call-off contract

• A clause to give the *Client* (the Environment Agency) the right to enforce the provisions of the Contracts (Right of Third Parties) Act 1999,

• A clause to ensure that neither the *Contractor* nor their sub-contractor can alter the provisions of their sub-contract without the consent of the *Client*

• A clause to ensure that the *Client's* rights against the sub-contractor under this agreement shall be subject to the same conditions, limitations and exclusions as apply to the *Contractor's* rights against the design consultant under this agreement

• A clause to state that except as provided in clause Z11.1, the 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 the clause does not affect any right or remedy of any 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.

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.

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 30 White House Road
Ipswich
IP1 5LT

Address for electronic communications

[REDACTED]

The fee percentage is

[REDACTED]

[REDACTED]

The working areas are

The Site, compound areas, any temporary storage areas, haul roads, and offices whether regional, temporary or home

The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

The key persons are

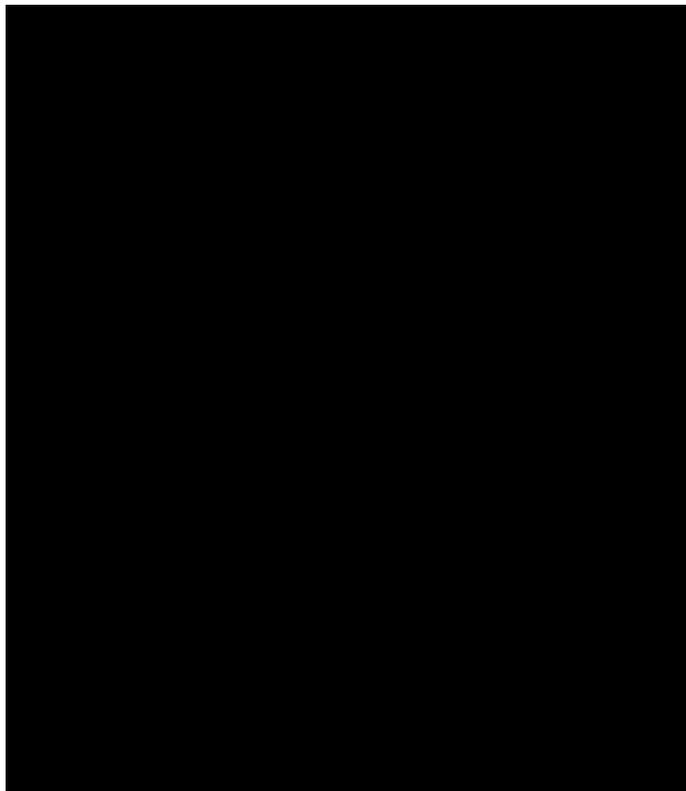
Name (2)
Job
Responsibilities
Qualifications
Experience

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

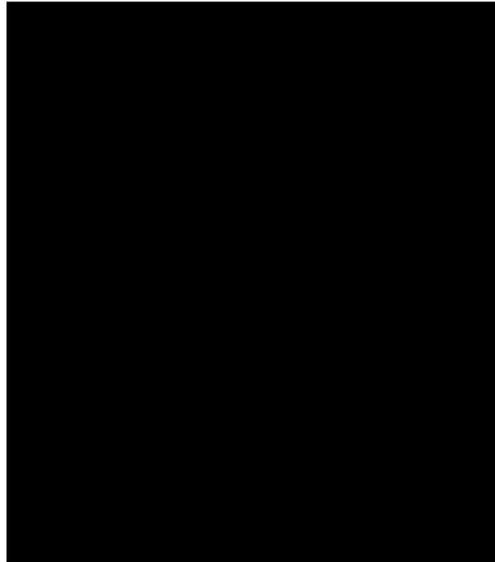
N/A

3 Time

The programme identified in the Contract Data is

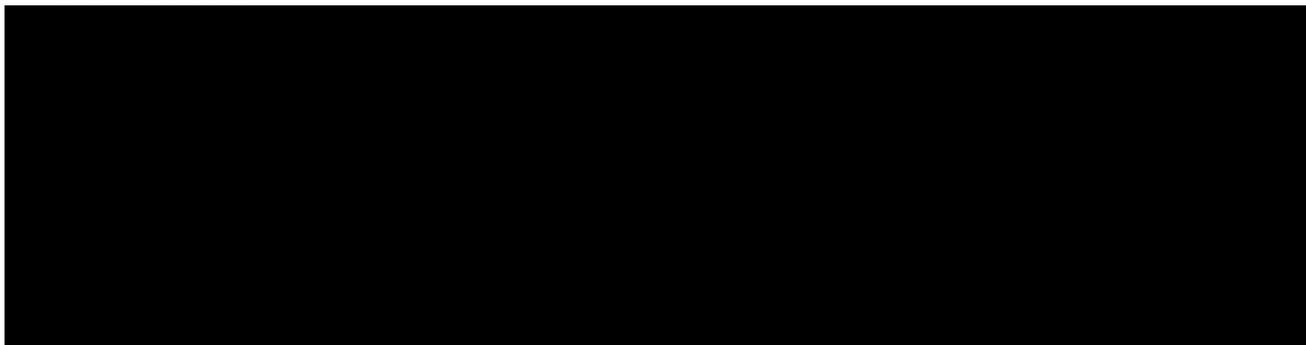
Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are



Contract Execution

Client execution



Contractor execution

