



Framework:	Collaborative Delivery Framework
Supplier:	Jackson Civil Engineering Group Ltd
Company Number:	06778819
Geographical Area:	Kent and South London Reconditioning 22/23 Tranche
Contract Name:	ENV6007012R
Project Number:	ENV6007012R
Contract Type:	Engineering Construction Contract
Option:	Option C
Contract Number:	C24140
Stage:	Construction

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

Project Name Kent and South London Reconditioning 22/23 Tranche

Project Number ENV6007012R

This contract is made on 22 July 2024
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

- KSL Rec 22-23 - NEC4 ECC Scope V1.5.4.pdf

Document title:

"Environment Agency, NEC4 engineering and construction contract (ECC), Scope
Kent and South London Reconditioning 22/23 Tranche"

Date: 30/05/2024, Version 1.5.4

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
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Secondary Options

- X2: Changes in the law
- X5: Sectional Completion
- X7: Delay damages
- X9: Transfer of rights
- X10: Information modelling
- X11: Termination by the *Client*
- X15: *Contractor's* design
- X16: Retention
- X18 Limitation of Liability
- X20: Key Performance Indicators
- Y(UK)1: Project Bank Account
- 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

Restoration and repair of Flood and Coastal Risk Management (FCRM) assets (typically flood risk assets such as; earth embankments, walls, outfalls, headwalls, culverts and lined channels) back to the condition they need to be in to carry out their flood risk management purpose.

A summary of the works required for the 10 projects are as below:

Burham Embankment Repair - Earth embankment - repair slips and grass cover
Isle of Grain Outfall Repair - Concrete and masonry repair and new tidal flap
Newington Channel - Regrade the relief channel to culvert inverts. Extend South culvert to the channel with a headwall
Iwade Outfall Repairs - Investigate and repair the leak around headwall
Spitend Outfall Repairs - Investigate cause of leak and carry out repairs.

Denton Flood Wall and Gate - Develop outline design for flood wall and gate resealing
Bayford Embankment Repairs - Develop outline design to reinstate the embankment to original standard of service
Motspur Park wall Right Bank - Develop outline design to repair or replace wooden cladding wall
Pent Stream Biggins Wood Road - Develop outline design to regrade channel to set gradient correctly to clear the culvert
St Mary's Tidal Outfall - Outfall structure tidal flaps Develop outline design to replace internal tidal flap, identify source of ingress and design for repair works

The Client is
Address for communications

Environment Agency
Horizon House
Deanery Road
Bristol
BS1 5AH

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
KSL Rec 22-23 - NEC4 ECC Scope V1.5.4.pdf

Document title:
"Environment Agency, NEC4 engineering and construction contract (ECC), Scope
Kent and South London Reconditioning 22/23 Tranche"
Date: 30/05/2024, Version 1.5.4

The Site Information is in
KSL REC 22-23 - Site Information.zip

The boundaries of the site are
ENV6007012R KSL Rec 22-23 Site Boundaries.zip

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
None

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

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 29 July 2024

The access dates are
part of the Site date
The Site 29 July 2024
FastDraft 05 August 2024
ASite 05 August 2024

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

The Completion Date for the whole of the works is 08 January 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 104 weeks

The defect correction period is 2 weeks except that
• The defect correction period for Safety Issue for the public is 24 Hours
• The defect correction period for MEICA is 7 Days

5 Payment

The currency of the contract is the £ sterling

The assessment interval is Monthly

The *Client* set total of the Prices is £1,615,270.00

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

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

6 Compensation events

The place where weather is to be recorded is Faversham

The *weather measurements* to be recorded 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. the cumulative rainfall (mm)
2. the number Of days With rainfall more than 5mm
3. the number Of days With minimum air temperature less than 0 degrees Celsius
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 Faversham and which are available from the 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. Works related to statutory authority
3. Additional environmental surveys
4. -
5. -

8 Liabilities and Insurance

These are additional *Client's* liabilities

- 1 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



To be confirmed

To be confirmed

To be confirmed

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 *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.

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

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.

Z20 Defect Dates for Sections

Where a section of the works is defined and is located in a separate area of the Site, the time to the defects date for that section is the defined period after the Completion of that section, and is defined in the Contract Data.

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.

Z120 ECC – Carbon reduction

Ref. (Clause No.)	Clause words
11.2 Definitions	Add as Clause 11.2(36) (36) The Performance Table states the targets the Contractor is to achieve in Providing the Works and sets out the adjustment to payment if a measured performance is higher, the same or lower than its target. The Performance Table is the performance table unless later changed in accordance with the contract.
15.1 Early Warnings	In Clause 15.1 add as a new bullet between the second and third bullet: "• result in a target in the Performance Table not being met,"
Performance Measurements	
57	Add as Clause 57:
57.1	From the starting date until the Completion Date, the Contractor reports to the Project Manager its performance against the targets in the Performance Table. Reports are provided at the intervals stated in the Performance Table.
57.2	If the Contractor's performance against a target in the Performance Table is not achieving or is forecast not to achieve the performance target stated, it submits to the Project Manager for acceptance its proposals for improving performance. A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target in the Performance Table.
57.3	At the dates stated in the Performance Table, • if the relevant performance does not meet the target stated in the Performance Table, the Contractor pays the amount stated in the Performance Table, • if the relevant performance exceeds or meets the target stated in the Performance Table, the Contractor is paid the amount 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: • low performance damages if the Performance Table applies

The performance table is

[ECC-carbon-performance-table.xlsx](#)

the Performance Table for this contract type ECC, Lot 2, Construction 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

OPTION X5: Sectional Completion

The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
1	Burham embankment	23 July 2025
2	Isle of Grain	12 September 2025
3	Newington	21 October 2025
4	Iwade Channel	12 November 2025
5	Spitend	05 December 2025
6	Denton Flood Wall	28 January 2025
7	Bayford	02 December 2024
8	Motspur Park	20 February 2025
9	Pent Stream	24 March 2025
10	St Mary's Outfall	27 August 2025

X7 plus X5

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	Burham embankment	
2	Isle of Grain	
3	Newington	
4	Iwade Channel	
5	Spitend	
6	Denton Flood Wall	
7	Bayford	
8	Motspur Park	
9	Pent Stream	
10	St Mary's Outfall	

The delay damages for the remainder 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

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 X16: Retention

The *retention free* amount is 90.00%
The *retention percentage* is 50.00%

The *Contractor* may not give the *Client* a retention bond

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

The *end of liability date* is 6 years after the Completion of the whole of the *works* £5,000,000

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(UK)1: Project Bank Account

The Contractor is to pay any bank charges made and to be paid any interest paid by the project bank

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
Not used N/A

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 Contractor Is

Name Jackson Civil Engineering Group Ltd

Address for communications 30 White House Road
Ipswich
IP1 5LT

Address for electronic communications

The fee percentage is

Option C



The working areas are

The site, offices used by persons working on the project, cor

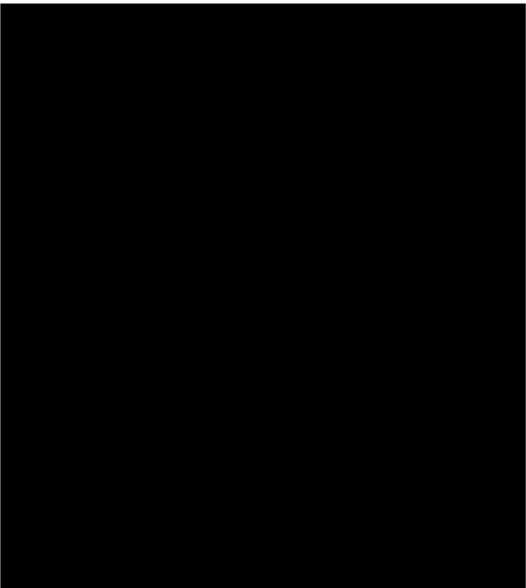
The key persons are

Name (1)
Job
Responsibilities
Qualifications
Experience

Name (2)
Job
Responsibilities
Qualifications
Experience

Name (3)
Job
Responsibilities
Qualifications
Experience

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

5 Payment

The activity schedule is n/a

Resolving and avoiding disputes

The *Senior Representatives of the Contractor* are



X10: Information Modelling

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

Y(UK)1: Project Bank Account

The *project bank* is

named suppliers are

Contract Execution

Client execution

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency



Contractor execution

Signed Underhand by [PRINT NAME]

for and on behalf of

Jackson Civil Engineering
Group Ltd

