



Framework: Supplier: Company Number:	Collaborative Delivery Framework Jackson Civil Engineering Group Ltd 06778819
Geographical Area: Contract Name: Project Number:	Wainfleet-SOC-OBC ESE ENV0003646C
Contract Type: Option:	Engineering Construction Contract Option C
Contract Number:	
Stage:	Other

Revision	Sta	itus	Origi	nator	Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework CONTRACT DATA

Project Name	Wainfleet-SOC-OBC ESE
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Project Number ENV0003646C

This contract is made on 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 The Scope is in "Wainfleet ESE Scope 005 LJ.doc" version 5 (Dated: 28/05/2024)

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			
Seconda	ry Options					
	X2: Changes in the law					
	X7: Delay damages					
	X9: Transfer of rights					
	X10: Information modelling					
	X11: Termination by the <i>Client</i>					
	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

Early supplier Engagement to produce outcomes of Scope for OBC of Wainfleet Flood Resilience Project



Environment Agency

Address for communications



Address for electronic communications

The Project Manager is

Address for communications





Rev 1.9.2a



Address for electronic communications

The Supervisor is

TBC

Address for communications

Address for electronic communications

The Scope is in The Scope is in "Wainfleet ESE Scope 005 LJ.doc" version 5 (Dated: 28/05/2024)

The Site Information is in The Site information is in Wainfleet Site Information ESE.doc version 1 (Dated: 19/06/2024)

The *boundaries of the site* are Boundary Information is in "Wainfleet Boundary Information v1 25.06.2024" version 1 (Dated: 25/06/2024)

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 <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	27 August 2024
The access dates are	
part of the Site	date

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

4 weeks

The Completion Date for the whole of the works is

21 July 2025

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

Rev 1.9.2a

4 Quality management

The period after the Contract Date within which the Contractor is to
submit a quality plan is4 weeksThe period between Completion of the whole of the works and the
defects date is52 weeks

The defect correction period is	2 weeks	except that
 The defect correction period for 		is
 The defect correction period for 		is

5 Payment

	The currency of the contract is the £ sterling							
	The assessment interval is				Month	nly		
	The Client set total of the Prices is							
	The <i>interest rate</i> is Base		rate of t	:he	per annu		ess than 2 f England) above the
	The Contractor's share percentages and the share ranges are							
	s less than	share i	range	80	0/		C	ontractor's share percentage 0 %
	from	80	0/-		%	120 %		as set out in Schedule 17
	greater than	80		to 120	0/-	120 %		as set out in Schedule 17 as set out in Schedule 17
6 Compensation even	ts The place where weat	her is	to be rec	corde	ed is			2, Location: 53.088, 0.273 _ocation: 53.094, -0.171
	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 s	snow lyin	ng at			09:00	hours GMT
	and these measureme	nts:						
	1.							
	2.							

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 Wainfleet No 2, Coningsby 4 weeks

3. 4. 5.

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. Water Levels Exceed 1:10 AEP at nearerst level monitor
- 2. Strong stream events or trigger levels meet 10cumecs leading to delay in investigation works
- 3. Badger surveys, badger migration, water vole surveys
- 4. The working areas are flooded and the flooding was not caused by the Contractor

5. 'not used'

8 Liabilities and insurance

These are additional *Client's* liabilities

- 1 'not used'
- 2 'not used'
- 3 'not used'

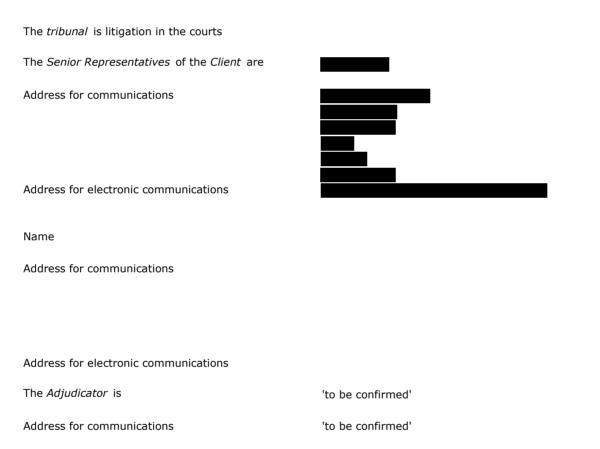
The minimum amount of cover for insurance against loss of or damage to property (except the *works*, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor* Providing the Works 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

Resolving and avoiding disputes



Address for electronic communications

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 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.

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

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.

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.

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.

Wales Delay damages for Completion of the whole of the works are The period after the Contract Date within which the *Contractor* is to submit a first Information Execution Plan for acceptance is of each claim **OPTION X15: The Contractor's design** termination is **OPTION X18: Limitation of liability** The Contractor's liability to the Client for indirect or consequential loss 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.

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 Nil per day

OPTION X10: Information modelling

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

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

The period for retention following Completion of the whole of the works or earlier 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

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

For any one event, the Contractor's liability to the Client for loss or damage to the Client's property is limited to

£5,000,000

6 years

2 weeks

6 years

6 years

after the

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

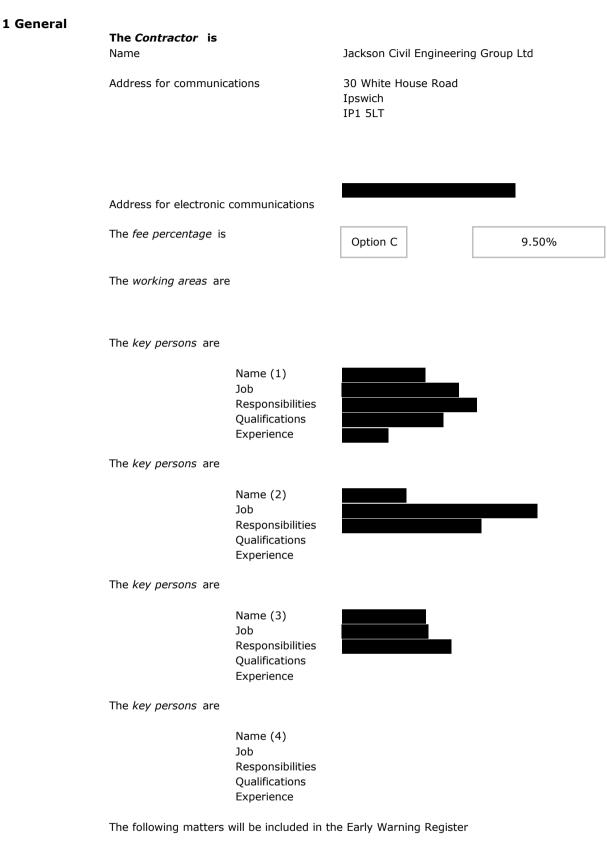
Y(UK3): The Contracts (Rights of Third Parties Act) 1999

term

beneficiary

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.



2 The Contractor's main responsibilities

The Scope provided by the Contractor for its design is in

The programme identified in the Contract Data is

N/A

N/A

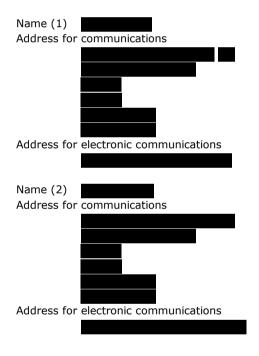
The *activity schedule* is N/A

Resolving and avoiding disputes

3 Time

5 Payment

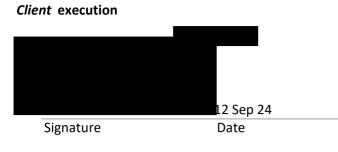
The Senior Representatives of the Contractor are



X10: Information Modelling



Contract Execution



for and on behalf of the Environment Agency

Project Team Manager Role

Contractor execution

Signed as a Underhand by [PRINT NAME] for and on behalf of Jackson Civil Engineering Group Ltd

 27/08/2024
 Company Secretary

 Signature
 Date