



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

Geographical Area: Midlands
Project Name: Navigation ALN 2021/22
Project Number: ENV0002759C

Contract Type: Engineering Construction Contract
Option: Option C

Contract Number:

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name Navigation ALN 2021/22

Project Number ENV0002759C

This contract is made on 13 October 2021
between the Client and the Contractor

- This contract is made pursuant to the Framework Agreement (the "Agreement") dated 01st day of April 2019 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 21 inclusive of the Framework schedules are relied upon within this contract.

- The following documents are incorporated into this contract by reference
Navigation ALN Scope 2021 - 22 - Overarching Scope - 14.09.21 version 003
11101 01 Scope of Works Bedford Lock Works 21 JCE v2
11101 01 Scope of Works Northampton Lock Works 20 JCE v2
11108 01 Scope of Works Whiston Lock Works 21 JCE v2
11119 01 Scope of Works Lower Ringstead Lock Works 21 JCE v2
11127 01 Scope of Works Lower Barnwell v3
11138 01 Scope of Works Dog in a Double Lock Works 21 JCE v2
12103 01 Scope of Works Rushmills v2
21107 01 Scope of Works Eaton Socon Lock Works 20 JCE v2
21111 01 Scope of Works Godmanchester v3
21115 01 Scope of Works Brownshill v3
Target Price Estimate Assumptions Exclusions
EW_Risk Register TARGET v3

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

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

The works comprises asset inspections, reactive maintenance, proactive maintenance and emergency works (where appropriate). Assets typically comprise lock structures and their facilities and separate landing stages/moorings.

The Client is Environment Agency

Address for communications

Address for electronic communications

The Project Manager is

Address for communications

Address for electronic communications

The Supervisor is TBC

Address for communications

Address for electronic communications

The Scope is in
Navigation ALN Scope 2021 - 22 - Overarching Scope - 14.09.21 version 003
11101 01 Scope of Works Bedford Lock Works 21 JCE v2
11101 01 Scope of Works Northampton Lock Works 20 JCE v2
11108 01 Scope of Works Whiston Lock Works 21 JCE v2
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11127 01 Scope of Works Lower Barnwell v3
11138 01 Scope of Works Dog in a Double Lock Works 21 JCE v2
12103 01 Scope of Works Rushmills v2
21107 01 Scope of Works Eaton Socon Lock Works 20 JCE v2
21111 01 Scope of Works Godmanchester v3
21115 01 Scope of Works Brownshill v3
Target Price Estimate Assumptions Exclusions
EW_Risk Register TARGET v3

The Site Information is in
ASITE: WWAN000XX_AREA_ANGLIAN WW

The boundaries of the site are
ASITE: WWAN000XX_AREA_ANGLIAN WW

The partner contract is

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 <i>key dates and 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 Contractor prepares forecasts of the total Defined Cost for the whole of the works at intervals no longer than	4 weeks

3 Time

The <i>starting date</i> is	25 October 2021
The <i>access dates</i> are part of the Site	date
Access to the navigation assets whilst the navigation is less busy allowing works to proceed on the waterways, subject to closure notices having been published to timescales set out in the Navigation noticing regulations.	01 November 2021
The Contractor submits revised programmes at intervals no longer than	4 weeks
The <i>Completion Date</i> for the whole of the works is	01 April 2022
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	
<ul style="list-style-type: none">• The defect correction period for• The defect correction period for		is	is

5 Payment

The currency of the contract is the £ sterling				
The assessment interval is		Monthly		
The Client set total of the Prices is		£4,143,818.00		
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				
share range		Contractor's share percentage		
less than		80 %		
from	80 %	to	120 %	0 %
greater than	120 %	as set out in Schedule 17 as set out in Schedule 17		

6 Compensation events

The place where weather is to be recorded is	MET office site at Kings Lynn, Norfolk
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The <i>weather measurements</i> to be recorder for each calendar month are
<ul style="list-style-type: none"> 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 <i>weather measurements</i> are supplied by	MET Office
The <i>weather data</i> are the records of past weather measurement for each calendar month which were recorded at	
and which are available from	

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. A Strong Stream notification is issued on the river that delays works detailed on the Accepted Programme
3. Works to operate the gates on a lock and/or removal of dam boards and Equipment from the lock during high flows following a formal notification from the regulatory authority
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

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 2A: Risk transfer: Physical conditions within the Site

Clause 60.1 (12) is deleted from this contract.

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 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 Aggregated Contractor's share

Z7 Contractor's share

After c54.2 and before c54.3, 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.

Add:

11.2(37) The Aggregated Total of the Prices is sum of

- the total of the Prices and
- the total of the Prices in the partner contract

11.2(38) The Aggregated Price for Work Done to Date is the sum of

- the Price for Work Done to Date and/
- the Price for Service Provided to Date in the partner contract.

Z10 Payments to subcontractors, sub consultants and suppliers

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 1999

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.

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.

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	Bedford Lock	1st April 2022
2	Northampton Lock	1st April 2022
3	Whiston Lock	1st April 2022
4	Lower Ringstead Lock	1st April 2022
5	Lower Barnwell	1st April 2022
6	Dog in a Double Lock	1st April 2022
7	Rushmills	1st April 2022
8	Eaton Socon Lock	1st April 2022
9	Godmanchester Lock	1st April 2022
10	Brownshill	1st April 2022
11		

X7 plus X5

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

<i>section</i>	<i>description</i>	<i>amount per day</i>
1	Bedford Lock	£nil
2	Northampton Lock	£nil
3	Whiston Lock	£nil
4	Lower Ringstead Lock	£nil
5	Lower Barnwell	£nil
6	Dog in a Double Lock	£nil
7	Rushmills	£nil

8	Eaton Socon Lock	£nil
9	Godmanchester Lock	£nil
10	Brownshill	£nil
11		£nil

The delay damages for the remainder of the *works* are £1,730.00

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 year(s)

OPTION X15: The *Contractor's* design

The *period for retention* following Completion of the whole of the *works* or earlier termination is 12 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 12 years

OPTION X18: Limitation of liability

The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to £5,000,000

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

£5,000,000
The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to £5,000,000.00

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(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*

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

The working areas are

Compound, temporary access routes, haul roads, storage a

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

3 Time

The programme identified in the Contract Data is

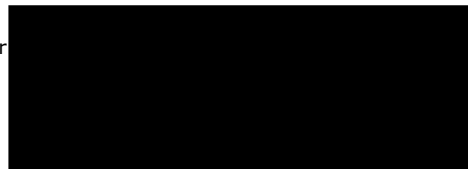
5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

Name (1)
Address for



Address for electronic communications



Name (2)
Address for communications

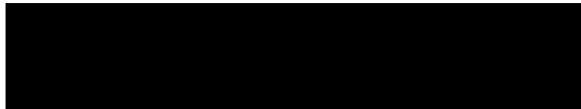


Address for electronic communications

RChitty@jackson-civils.co.uk

X10: Information Modelling

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



Y(UK)1: Project Bank Account



The *project bank* is
TBA

named suppliers are
TBA

Contract Execution

Client execution

Signed under hand by _____ for and on behalf of the Environment Agency

	
Signature	Role

Contractor execution

Consultant execution

Signed under hand by _____ for and on behalf of Jackson Civil Engineering Group Ltd

	
Signature	Role