



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

Geographical Area:
Contract Name: Avon Wiers & Sluices SOC-OBC ESE
Project Number: ENV0005632C

Contract Type: Engineering Construction Contract
Option: Option C

Contract Number:

Stage: Other

Revision	Status		Originator		Reviewer		Date

ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA

Project Name	Avon Wiers & Sluices SOC/OBC ESE
Project Number	ENV0005632C
	This contract is made on between the <i>Client</i> and the <i>Contractor</i>
	<div><div>• 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 <i>Client</i> and the <i>Contractor</i> in relation to the Collaborative Delivery Framework. The entire agreement and the following Schedules are incorporated into this Contract by reference</div></div>
	<div><div>• Schedules 1 to 23 inclusive of the Framework schedules are relied upon within this contract.</div></div>
	<div><div>• The following documents are incorporated into this contract by reference Lit 13267 - AWS1 Jacksons ECC - ESE 7.2 Final 4-7-24</div></div>

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 <i>Client</i>			
X15: <i>Contractor's</i> 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: <i>Additional conditions of contract</i>			

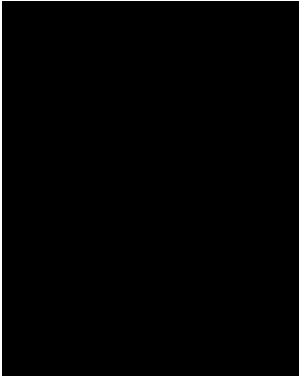
The *works* are
Undertake some early supplier Engagement (ESE) elements of physical investigations, surveys and other small works and quick wins.

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



Address for electronic communications
The *Scope* is in
Lit 13267 - AWS1 Jacksons ECC - ESE 7.2 Final 4-7-24
The *Site Information* is in
The site information is in: 2024.07.18 AWS Nafford -Site Information-V1 (dated 18/07/2024 version 1), 2024.07.18 AWS Stanchard Pit-Site Information.V1 (dated 18/07/2024 version 1)
The *boundaries of the site* are
S1105 AWS Nafford Weir 2024.07.18-V1 (dated 18/07/2024 version 1), S1105 AWS Stanchard Pit 2024.07.18-V1 (dated 18/07/2024 version 1)
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</i> and <i>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 <i>Contractor</i> 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		01 September 2024	
	The access <i>dates</i> are part of the Site		date	
	People, places and documents		1st September 2024	
	The <i>Contractor</i> submits revised programmes at intervals no longer than		4 weeks	
	The <i>Completion Date</i> for the whole of the works is		31 March 2027	
	The <i>Client</i> is willing to take over the works before the Completion Date			
	The period after the Contract Date within which the <i>Contractor</i> is to submit a first programme for acceptance is		4 weeks	
4 Quality management	The period after the Contract Date within which the <i>Contractor</i> is to submit a quality plan is		4 weeks	
	The period between Completion of the whole of the works and the defects <i>date</i> is		52 weeks	
	The defect correction period is		2 weeks	
	<ul style="list-style-type: none"> The defect correction period for The defect correction period for 		except that Health and Safety Issues Flood Risk Issues	is is
5 Payment			24 Hours	
			5 Days	
	The <i>currency of the contract</i> is the £ sterling			
	The <i>assessment interval</i> is		Monthly	
	The <i>Client</i> set total of the Prices is			
	The <i>interest rate</i> is		2.00% per annum (not less than 2) above the	
	Base rate of the		Bank of England	
	The <i>Contractor's share percentages</i> and the <i>share ranges</i> are			
	less than	share range	Contractor's share percentage	
	from	80 %	to	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		Tewksbury (Gloucestershire) weather - met Office	
	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 		9:00am 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		Tewksbury (Gloucestershire) weather - met office	
	and which are available from		Met Office	
	Assumed values for the ten year weather return <i>weather data</i> for each <i>weather measurement</i> 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 8th June 2013			
	2. Water levels exceed 1:10 AEP at the nearest level monitor			
	3. Strong stream events or trigger levels meet 10 cumecs leading to delay in investigation works			
	4. The working areas are flooded			
	5.			
8 Liabilities and insurance	These are additional <i>Client's</i> liabilities			
	1 'not used'			

3 'not used'

£15,000,000

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

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

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.

21.2 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

2.6 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 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.

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.

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 *Nil* per day

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 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

£5,000,000

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(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>
Not Used	not used

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 kthompson@jackson-civils.co.uk

The fee percentage is

Option C	9.50%
----------	-------

The working areas are

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

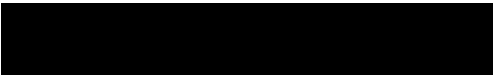
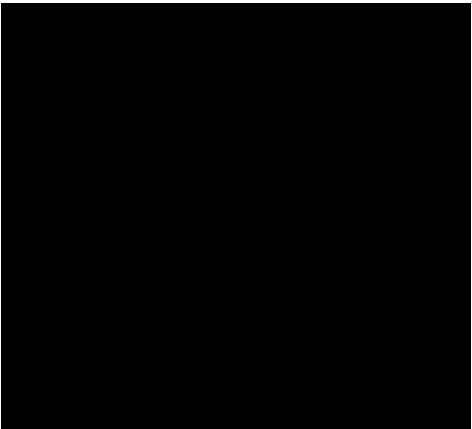
The programme identified in the Contract Data is

5 Payment

The *activity schedule* is

Resolving and avoiding disputes

The *Senior Representatives* of the *Contractor* are

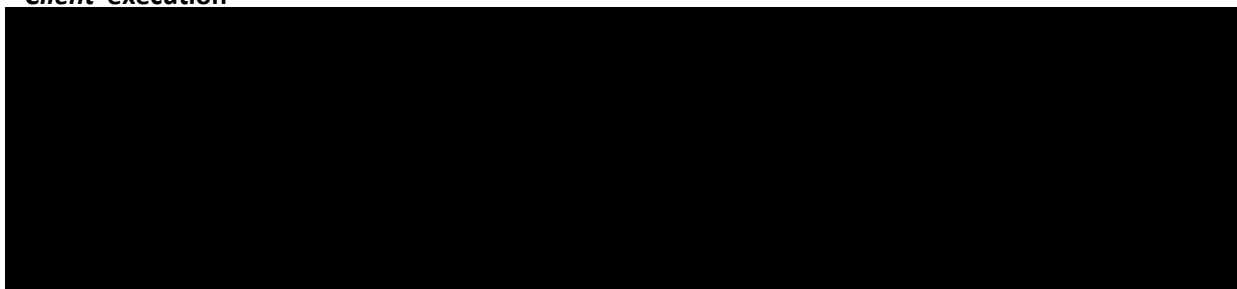


X10: Information Modelling

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

Contract Execution

Client execution



Contractor execution

