



<b>Framework:</b>	<b>Collaborative Delivery Framework</b>
<b>Supplier:</b>	<b>Jackson Civil Engineering Group Ltd</b>
<b>Company Number:</b>	<b>[REDACTED]</b>
<b>Geographical Area:</b>	<b>Midlands</b>
<b>Project Name:</b>	<b>Wychall Flood Storage Reservoir Early Supplier Engagement</b>
<b>Project Number:</b>	<b>ENV0003721C</b>
<b>Contract Type:</b>	<b>Engineering Construction Contract</b>
<b>Option:</b>	<b>Option C</b>
<b>Contract Number:</b>	<b>project_34014</b>
<b>Stage:</b>	<b>Other</b>

Revision	Status		Originator		Reviewer		Date

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

**Project Name** Wychall Flood Storage Reservoir Early Supplier Engagement

**Project Number** ENV0003721C

This contract is made on 13 September 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  
Wychall\_Reservoir\_ESE\_Scope v1 dated 8 July 2021

### 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
- 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)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

Provide Early Supplier Engagement support to the Wychall Flood Storage Reservoir project, including any required advance works.

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

Address for communications

Address for electronic communications

The *Scope* is in  
Wychall\_Reservoir\_ESE\_Scope v1 dated 8 July 2021

The *Site Information* is in

TBC

The *boundaries of the site* are  
TBC

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  
'none set'  
'none set'  
'none set'

*key date*  
'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

22 September 2021

The *access dates* are  
part of the Site  
Whole of the site

date  
22 September 2021

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

4 weeks

The *Completion Date* for the whole of the *works* is

31 March 2022

The *Client* is not 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 is  
• 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 £12,034.00

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 %	80 %	0 %
from		to	
greater than	120 %	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 Kings Norton Weather Station (52.4066, -1.9269)

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 Kings Norton Weather Station  
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

## 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 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 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 *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 110% of the total of the Prices, the amount in excess of 110% 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. 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**

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.

## **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.

## 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 X9: Transfer of rights

### 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 X11: Termination by the *Client*

### 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 12 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

£5,000,000.00  
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(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**

## Part Two - Data provided by the *Contractor*

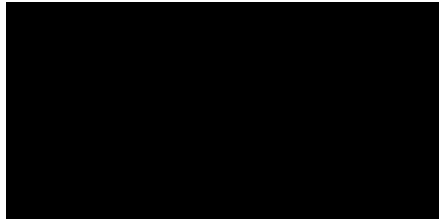
Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

### 1 General

The *Contractor* is

Name Jackson Civil Engineering Group Ltd

Address for communications



Address for electronic communications

The *fee percentage* is

Option C



The *working areas* are

The *key persons* are

Name (1)	[Redacted]
Job	Contracts Quantity Surveyor
Responsibilities	Commercial Management
Qualifications	BSc (Hons) MCIOB
Experience	22 years

The *key persons* are

Name (2)	[Redacted]
Job	Portfolio Manager
Responsibilities	Programme management, resources management, risk mana
Qualifications	
Experience	30 years

The *key persons* are

Name (3)	[Redacted]
Job	Framework Director
Responsibilities	Key Stakeholder management, KPI management, programme
Qualifications	CITB Directors Role for H&S, CSCS CE Site Manager, First Aid
Experience	27 years

The *key persons* are

Name (4)	
Job	
Responsibilities	
Qualifications	
Experience	

The following matters will be included in the Early Warning Register

Brexit  
COVID 19 Pandemic

### 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) [REDACTED]  
Address for communications  
Jackson Civil Engineering Ltd  
[REDACTED]

Address for electronic communications  
[REDACTED]

Name (2) [REDACTED]  
Address for communications  
Jackson Civil Engineering Ltd  
[REDACTED]

Address for electronic communications  
[REDACTED]

### X10: Information Modelling


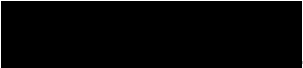
The *information execution plan* identified in the Contract Data is

## Contract Execution

### *Client execution*

Signed Underhand by [PRINT NAME]

for and on behalf of the Environment Agency



  
\_\_\_\_\_  
  
Signature      13/09/2021  
Date

  
\_\_\_\_\_  
Role

### *Contractor execution*

Signed Underhand by [PRINT NAME]

for and on behalf of      Jackson Civil Engineering Group Ltd

  
\_\_\_\_\_  
  
Signature      09/09/2021  
Date

  
\_\_\_\_\_  
Role

# ECC Scope Template - Early Supplier Engagement (ESE)

## NEC4 engineering and construction contract (ECC)

412\_13\_SD10

24/09/2018

### Project / contract information

Project name	Wychall Flood Storage Reservoir
Project SOP reference	ENV0003721C
Contract reference	project_34014
Date	08/07/2021
Version number	V1
Author	██████████

### Revision history

Revision date	Summary of changes	Version number
08.07.2021	First issue	1.0

customer service line  
03708 506 506  
[www.environment-agency.gov.uk](http://www.environment-agency.gov.uk)

incident hotline  
0800 80 70 60

floodline  
0845 988 1188

This Scope should be read in conjunction with the version of the Minimum Technical Requirements current at the Contract Date. In the event of conflict between this Scope shall prevail. The *works* are to be compliant with the Scope

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## 1. Description of the works

The Environment Agency is the Undertaker for Wychall Reservoir, which is a Category A flood storage reservoir on the River Rea, situated in the Kings Norton area of Birmingham, NGR SP037793. The present dam structure was completed in 1991 and the Final Certificate issued in 1995.

In April 2020, an independent, Qualified Civil Engineer (QCE) inspected the reservoir. The engineers report was issued in July 2020 and recommended 'Measures in the Interest of Safety'. The safety works are a legal requirement and must be completed by the legal deadline to ensure we remain compliant with the Act.

Study works was done back in August 2021 and this confirmed that the reservoir spillway could not safely pass the design flood and therefore modifications to the dam were necessary.

The designer (Mott MacDonald) is currently undertaking the detailed design for the preferred option which is to raise the crest along its northern edge by 200mm, extend the spillway by 25m and protect its downstream face with a concrete reinforcement system. This option is likely to involve removing a number of trees situated in the spillway. This option would sustain the standard of flood protection to the community, whilst complying with the standards of the Reservoirs Act 1975. The safety measure will require certification prior to July 2023.

## 2. Purpose of the works

As part of this commission:

- The *Contractor* shall attend a site visit to identify access requirements, physical constraints, easement requirements, required working areas, compound areas, etc, including site visits with the *Contractor's* supply chain as necessary.
- The *Contractor* shall review the outline design options / drawings that are to form part of the pricing information providing advice on buildability, construction methods, SHE compliance, etc.
- The *Contractor* shall produce a high-level programme, with durations and sequences – showing planning around seasonal constraints (e.g. earthworks in the summer months), identification of long lead items (and therefore when does the contract need to be let), ecological constraints, third party constraints, consents, robust delivery durations considering risk. Early identification of programme constraints that could prevent a scheme from starting or completing as planned as also to be raised.
- The *Contractor* shall provide environmental advice on construction issues including but not limited to noise, dust, working hours, recycling opportunities.
- The *Contractor* shall review the draft Site Information to determine whether there is sufficient information available for the supplier to price the schemes. If

gaps are identified, an assessment is to be made as to whether there is value in closing the gaps.

- The *Contractor* shall assist the CCE to produce project budget information - providing quotations and access advice to fully capture the require work.
- The *Contractor* shall produce draft temporary works schedule. Identification of any significant temporary works, designs that need to be considered from a CDM perspective in advance of the works pricing, to ensure sufficiency of resources and time. (Potential design of emergency response solution for inclusion in the pricing works).
- The *Contractor* shall input into a project level risk register at time of works pricing and updated regularly throughout the life of the project.
- The *Contractor* shall attend monthly project meetings (assumed via Teams so an estimate of 4 hrs per month on meetings - September 2021 - March 2022.

### 3. Previous Studies

The table below contains details of previous studies. The *Contractor* shall review the documents listed below.

Report	Format	Outcomes of study
Tree survey report	Digital format already supplied to the <i>Contractor</i>	Environmental risks, opportunities and recommendations.
Environmental report	Digital format already supplied to the <i>Contractor</i>	Environmental risks, opportunities and recommendations.
Initial NEAS screening report	Digital format already supplied to the <i>Contractor</i>	Environmental risks, opportunities and recommendations.
Outline design	Digital format already supplied to the <i>Contractor</i>	

### 4. Services and other things to be provided

There is the potential requirement for tree removal to be undertaken in advance of the main works contract. If required, this will be instructed separately via Compensation Event.

### 5. General constraints on how the *Contractor* provides the works

The *Contractor* is required to inform the *Client* of any physical works taking place on site and ensure the correct landowner approvals are in place prior to commencing works. The *Client* shall have 14 working days' notice prior to any works taking place on site.

## 6. Programme

No constraints identified.

## 7. Services and other things to be provided

### ***Data and information management and intellectual property rights***

All of the data listed as being supplied to the *Contractor* as part of this study remains the IP of the Client.

### ***Data custodianship***

The data custodian for project deliverables from this commission will be the PSO team.

### ***Licensing information***

Licences for LiDAR Data, Ordnance Survey mapping, model, survey, hydrometric and historical data will be provided to the *Contractor* upon award of this commission.

### ***Data management and metadata***

The *Client* populates a metadata database called the Information Asset Register (IAR). It is a requirement that all information produced by modelling work is appropriately tagged with metadata. The *Client* will supply an IAR spreadsheet (and any supplementary local metadata requirements if appropriate) where all relevant metadata can be recorded and handed over on project completion.

### ***Data security***

All model and survey information will be provided to the *Contractor* in an encrypted format (using WinZip 128 bit encryption) according to *Client* data security policy. It is expected that once the commission is completed, all the original data sent to the *Contractor*, which is classed as commercially sensitive, is returned in an encrypted format using WinZip 128 bit encryption.

Project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data must also be returned in an encrypted format using WinZip 128 bit encryption.

Further details regarding security measures will be discussed at the start-up meeting for this commission

### ***Client's Advisors***

The *Client* has a number of advisory departments. Instructions will only be deemed enacted from them when they are confirmed by an Instruction from the *Client*. These departments include but not limited to Area Asset Performance, Area Partnership and Strategic Overview team, Area Fisheries Biodiversity and Geomorphology team, Field Team, NEAS.

## **8. Health and safety**

Health and safety is the number one priority of the *Client*. The *Contractor* will promote and adopt safe working methods and shall strive to deliver solutions that provide optimum safety to all. The *Contractor* is to share their expertise regarding safety in construction in order to inform the design, including selection of products and materials.