



Framework:
Supplier:
Company Number:

Collaborative Delivery Framework
Jackson Civil Engineering Group Ltd



Geographical Area:
Project Name:
Project Number:

Morton Right Bank Flood Cell Ground Investigation
ENV0001349C

Contract Type:
Option:

Engineering Construction Contract
Option C

Contract Number:

project_29020

Revision	Status		Originator		Reviewer		Date

**ENGINEERING AND CONSTRUCTION CONTRACT under the Collaborative Delivery Framework
CONTRACT DATA****Project Name** Morton Right Bank Flood Cell Ground Investigation**Project Number** ENV0001349CThis contract is made on 23 March 2020
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

**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 *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

Undertake Ground Investigation in support of the Morton Right Bank Flood Cell.

The *Client* is

Address for communications

Address for electronic communications

N/A

The *Project Manager* is

TBC

Address for communications

Address for electronic communications

The *Supervisor* is

TBC

Address for communications

Address for electronic communications

The Scope is in
Morton_GI_Scope v2 dated 6 March 2020

The Site Information is in
ASITE workspace reference ENV0001349C - Morton_BIM2

The boundaries of the site are
ASITE workspace reference ENV0001349C - Morton_BIM2

The partner contract is
N/A

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

23 March 2020

The access dates are
part of the Site
Access to site

date
23 March 2020

The Contractor submits revised programmes at
intervals no longer than

4 weeks

The Completion Date for the whole of the works is

14 April 2020

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
• The defect correction period for
• The defect correction period for

2 weeks

except that
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

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 %		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 Scampton Weather Station (Latitude 53.30689 Longitude -0.54812)

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 Scampton 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*."

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 Z1.1, 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.

Z18 Payment of pain/gainshare and programme incentivisation

Delete existing clause 54.3 and replace with:

54.3 The *Project Manager* makes regular assessments of the *Contractor's* share until the Completion Date using forecasts of the final Price for Work Done to Date and the final total of the Prices. This share is included in the amount due in the following assessment. The *Project Manager* shall be entitled to take the *Contractor's share* percentage into account when assessing amounts in clause 50 and clause 51 due for payment at each assessment date thereafter. The *Project Manager* shall not assess any amount greater than the amount due when the forecast reaches the top *share range* in the Contract Data Part 1 (120% of the total of the Prices).

Delete existing clause 54.4 and replace with:

54.4 If clause 54.3 does not occur during the works, the *Project Manager* makes a preliminary assessment of the *Contractor's* share at Completion of the Whole of the works using forecasts of the final Price for Work Done to Date and the final total of Prices. This share is included in the amount due following Completion of the whole of the work.

Insert the following new clause 54.5:

54.5 If clause 54.3 does not occur during the works, the *Project Manager* makes a final assessment of the *Contractor's* share, using the final Price for Work Done to Date and the final total of the Prices. This share is included in the final amount due.

Insert the following new clause 54.6:

Programme Payments will be made under the Framework in accordance with Schedule 17

221 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

222 Resolving Disputes

Delete W2.1

223 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

■■■■■■■■■■ ■■■■■■■■■■

OPTION X9: Transfer of Rights

OPTION X11: Termination by the *client*

works

provided to

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

£5,000,000.00

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

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.

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*

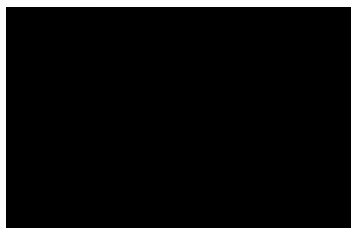
Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

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	[Redacted]
Responsibilities	Commercial Management
Qualifications	BSc(Hons) MCIOB
Experience	20 years

The key persons are

Name (2)	[Redacted]
Job	[Redacted]
Responsibilities	Programme management, resources management, risk mana
Qualifications	HND Civil Engineering
Experience	30 years

The key persons are

Name (3)	[Redacted]
Job	[Redacted]
Responsibilities	Key stakeholder management, KPI management, programme
Qualifications	CITB Directors Role for Health & Safety, CSCS CE Site Manag
Experience	25 years

The key persons are

Name (4)	[Redacted]
Job	[Redacted]
Responsibilities	[Redacted]
Qualifications	[Redacted]
Experience	[Redacted]

The following matters will be included in the Early Warning Register

Possible effects of Coronavirus COVID-19
Brexit

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 Group Limited
30 White House Road
Ipswich
IP1 5LT

Address for electronic communications
[REDACTED]

Name (2) [REDACTED]
Address for communications
[REDACTED]

Address for electronic communications
[REDACTED]

X10: Information Modelling

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

Environment Agency NEC4 Engineering and Construction Contract (ECC) Scope

Project / contract information

Project name	Morton Right Bank Flood Cell
SOP reference	ENV0001349C
Contract reference	project_29020
Date	06/03/2020
Version number	2.0
Author	[REDACTED]

Revision history

Revision date	Summary of changes	Version number
22.01.20	First issue	1.0
18.02.20	Revised to cover GI works only	2.0

customer service line
03708 506 506
www.environment-agency.gov.uk

incident hotline
0800 80 70 60

floodline
0845 988 1188



**Part 2: Non-returnable
Documents**
NEC – ECC 4th Ed.

**Section 8
Scope**

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

Contents List

- 1.0 Description of the *works***
- 2.0 Management the of works**
- 3.0 Previous Studies**
- 4.0 Services and other things to be provided**
- 5.0 Specifications of standards to be used**
- 6.0 General constraints on how the Contractor provides the works**
- 7.0 Programme**
- 8.0 Services and other things provided by the Client**

Appendix 1 BIM Protocol – Production and Delivery Table

Appendix 2 Ground Investigation Specification

1. Description of the works

Objective

The *Contractor* shall undertake a Ground Investigation (GI) for the Morton Right Bank Flood Cell.

Outcome Specification

The specification for the GI works can be found in Appendix 2, and has been produced by Arup. The *Contractor* shall use this scope to manage and procure ground investigation works to support the outline designs.

The works include:

- Review of the GI contractor's construction phase plan (technical).
- Supervision of the investigation works.
- The *Contractor* is required to clearly communicate the specifications for ground investigations as identified above to the site investigation sub-contractor (if they are not undertaking these investigations themselves).
- The *Contractor* is required to clearly communicate the relevant results of ground investigations back to Arup and *Client*, the *Contractor* is not responsible for producing the factual and interpretive reports.

2.0 Management of the works

During the works the *Contractor* shall:

Contribute to the Early Warning Register and updates. The *Contractor* shall attend one risk review meeting.

Attend monthly progress meetings and fortnightly catch-ups. The key ESE lead shall attend all progress meetings.

Produce and issue monthly financial updates and forecasts of the total Defined Costs on or before the first Friday of each month.

Contribute to the lessons learnt log during monthly progress meetings.

Co-operate with the *Client* in the role of the BIM information manager.

Ensure that all the original data sent to the *Contractor* (i.e. all model and survey information provided by the *Client* in an encrypted format (using WinZip 128 bit encryption) according to the *Client's* data security policy), which is classed as commercially sensitive, is returned to the *Client* in an encrypted format using WinZip 128 bit encryption.

Ensure that project deliverables such as model files, survey data or anything of a personal nature such as questionnaires or address data is returned to the *Client* in an encrypted format using WinZip 128 bit encryption.

The *Contractor* will take the risk of the adequacy of existing data quality and quantity. Copies of reports should be issued in digital format to the *Client*.

The *Contractor* is to make full use of the *Client's* web based project collaboration tool (Fast Draft). Whenever practical all project and contract communications and records are to be distributed and stored using this project collaboration tool.

3.0 Previous studies

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

Report	Date	Format	Outcomes of study
NEAS screening report	December 2019	Digital format already supplied	Environmental recommendations

4.0 Services and other things to be provided

Not applicable.

5.0 Specifications of standards to be used

5.2 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.

6.0 General constraints on how the *Contractor* provides the works

General constraints are listed below:

- The *Contractor* is required to inform the *Client* of any physical works taking place on site (Ground Investigation) and ensure the correct landowner approvals are in place prior to commencing works. The *Client* shall have 7 working days' notice prior to any works taking place on site.

7.0 Programme

The *Contractor* shall submit a programme as part of the contract data.

8.0 Services and other things provided by the *Client*

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 Environment Agency 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.

***Client* Documents the *Contractor* contributes to;**

The *Client* maintains PPMT as a reporting tool, the *Client* will use the *Contractor's* monthly forecasts to enable completion of PPMT.

Appendix 1 BIM Protocol – Information Production and Delivery Table

All *Client* issued information referenced within the Information Delivery Plan remains within the *Site Information* unless it is referenced elsewhere within the *Scope*.

You need google chrome for this link to work. Once the table is completed it should be printed for issue in the tender document, so that the correct baseline position can be seen by suppliers

Appendix 2 Ground Investigation Specification