



Harwich Haven Authority

# Collaborating for Climate Change

1



**Harwich Haven Authority** is the statutory Harbour Authority responsible for marine matters in the **Harwich Haven**, covering the ports of Felixstowe, Harwich International, Harwich Navyard, Mistley and traffic to ABP Ipswich.



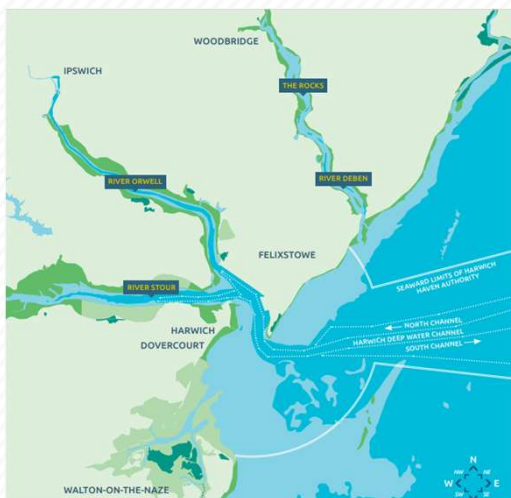
2

2



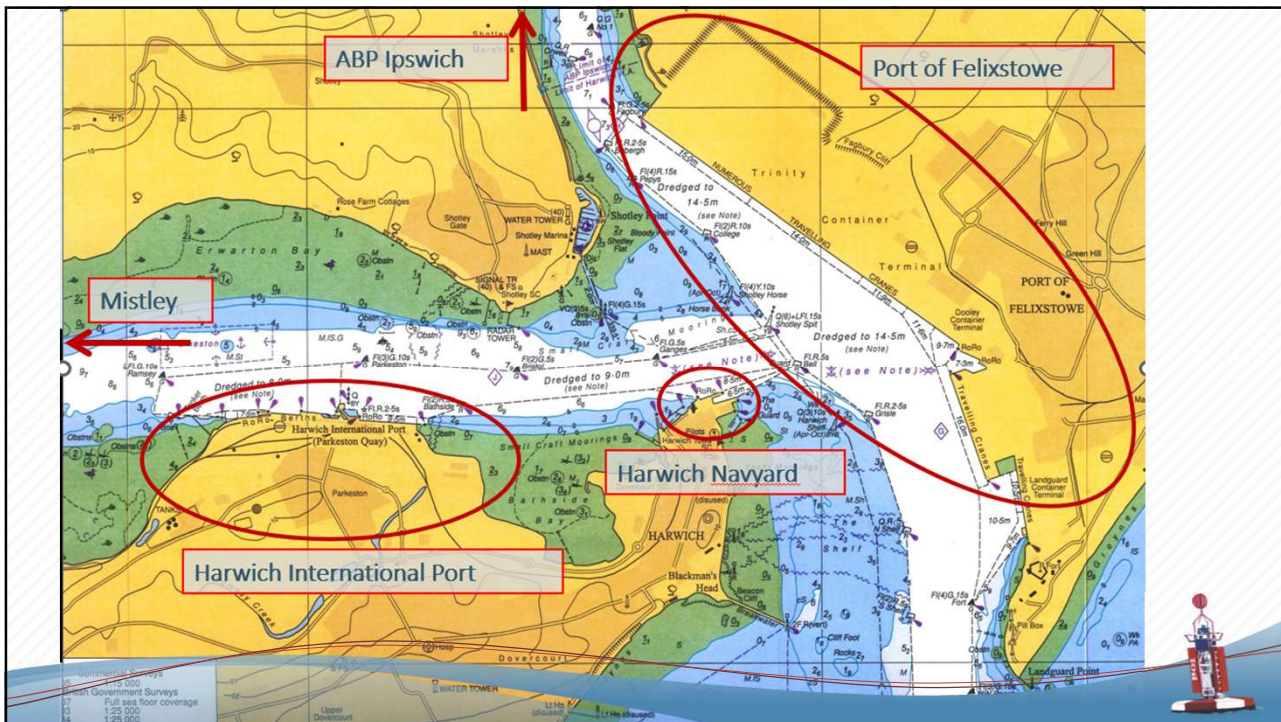
3

## Harwich Haven Authority:



- Created as a Trust Port by Act of Parliament in 1863 for the 'conservancy, protection, regulation, maintenance and improvement of the Harbour..'
- Expressed today as: ***It is the purpose of the Authority to conserve, protect, regulate, maintain and improve the Haven based upon the principles of sustainability for the benefit of all its users.***
- Covers the ports of Felixstowe, Harwich and Mistley, traffic to ABP Ipswich, and the Haven's seaward approaches.

4



5

## UK ports divided into Commercial Ports, Trust Ports and Municipal Ports

- With varying histories and developments, but generally have both operational functions and statutory responsibilities.
- Statutory responsibilities and powers set by the individual Acts of Parliament under which they were created, so all different!

6

6



7

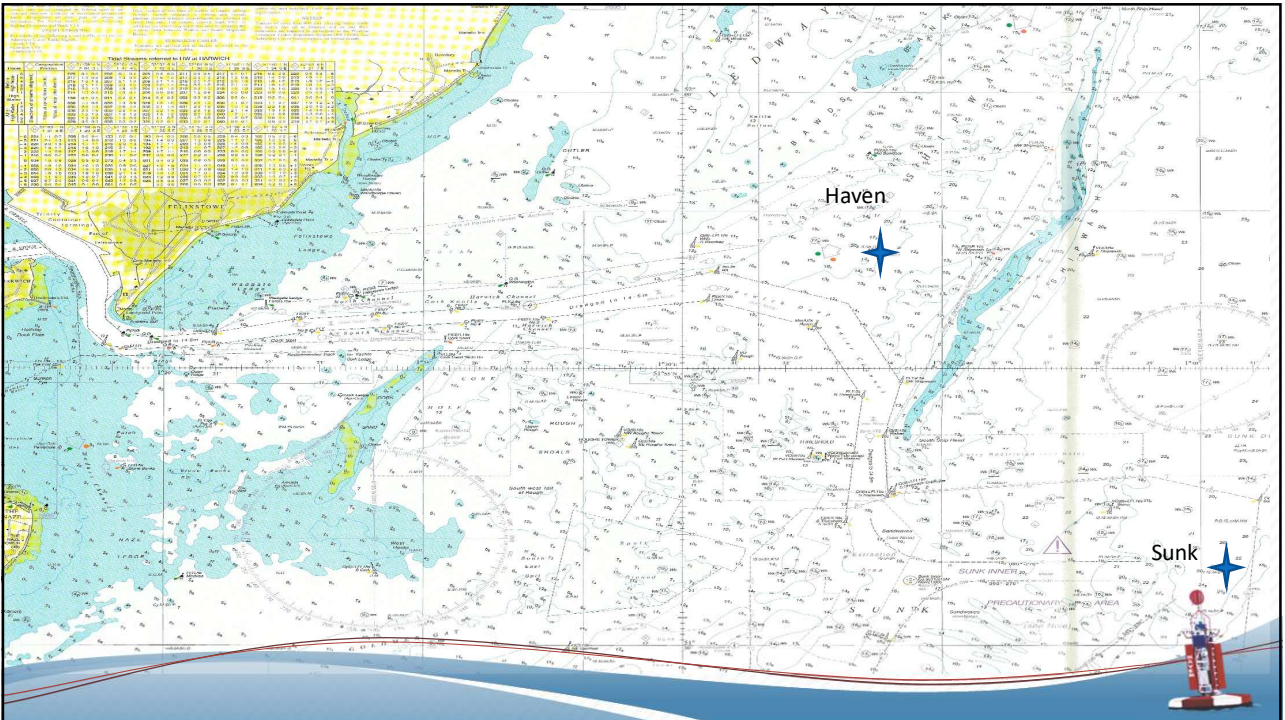


8

Pilotage



9



10



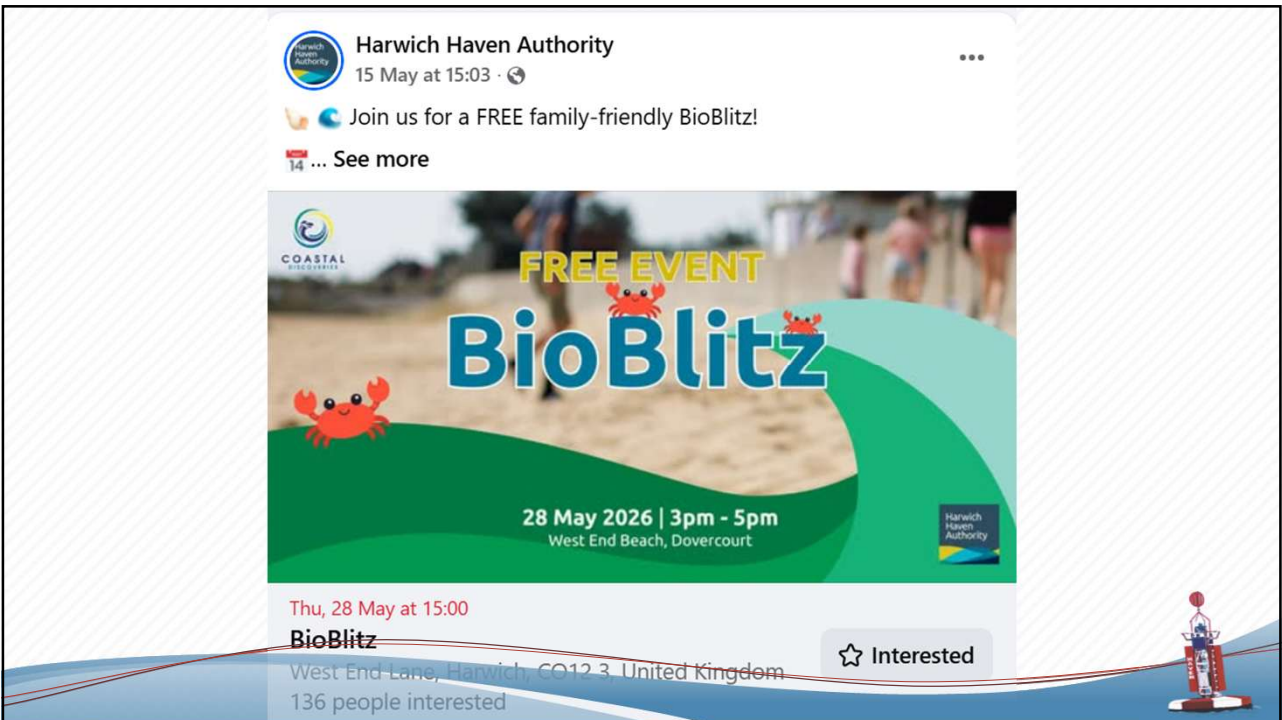
11



12



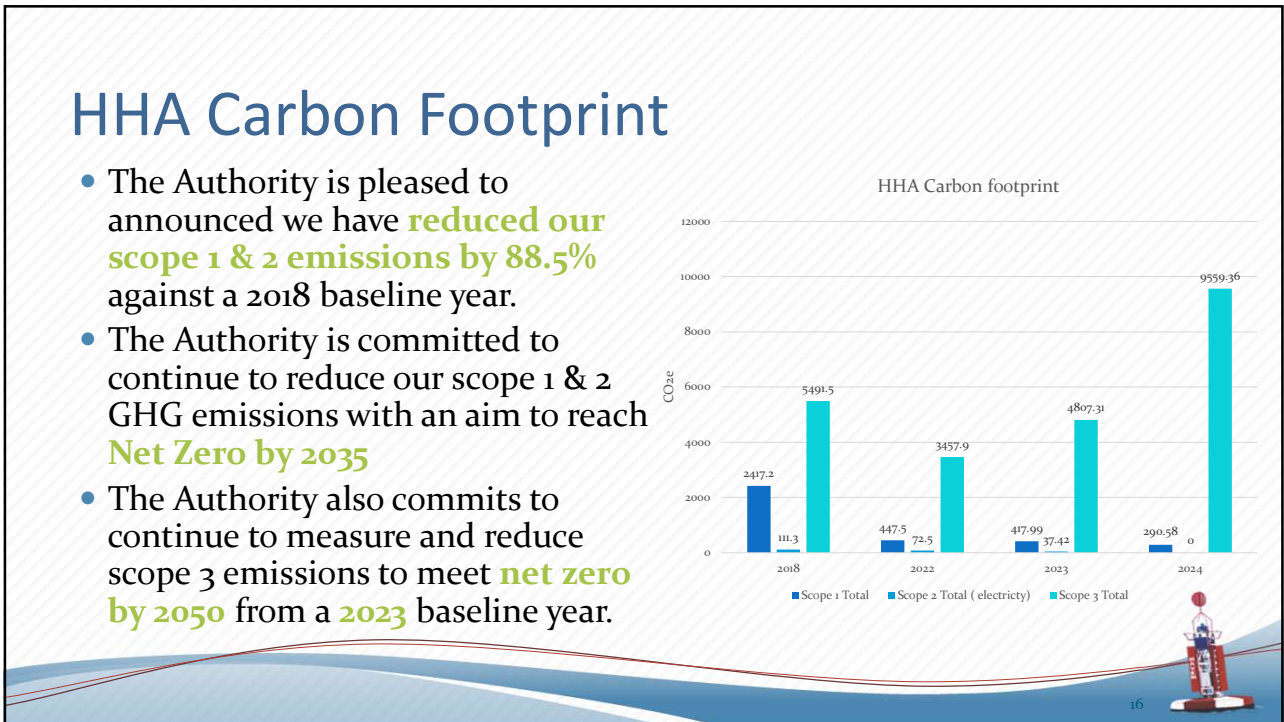
13



14



15



16

## Previous contracts

- Channel deepening, 2021 – 23.
  - Price and CO<sub>2</sub> pain/ gain mechanisms
- Port of Rotterdam/ Rijkswaterstaat
  - Environmental Cost Indicator

17

17

## 2024 Maintenance Dredging Contract

- Details on the ability to provide the service with vessels compatible with alternative low emission fuels, including fuel types.
- Details of how the tenderer measures its social value return on investment
- Details of the tenderer's net zero aspirations or other carbon related goals.
- Description of how the tenderer would ensure that in executing the contract they would seek to actively contribute towards biodiversity enhancement initiatives
- Details of how the tenderer proposes to collaborate with the client to deliver the service in a flexible and timely manner

18

18

## Realities of the dredging market

- Four major contractors, all £1bn turnover plus
- Clients use FIDIC or their own national/ in-house contract
- Contractors have their own vessels – difficult to compare
- Based on long term investment in vessels
- Little knowledge of social value
- Little interest in carbon reduction
- Very limited innovation



19

19

## Challenge for new contract

- How to get a genuine, worthwhile commitment from the *Contractor*?
- How to make sure we deliver on it?
- How do we work together to maximise value?



20

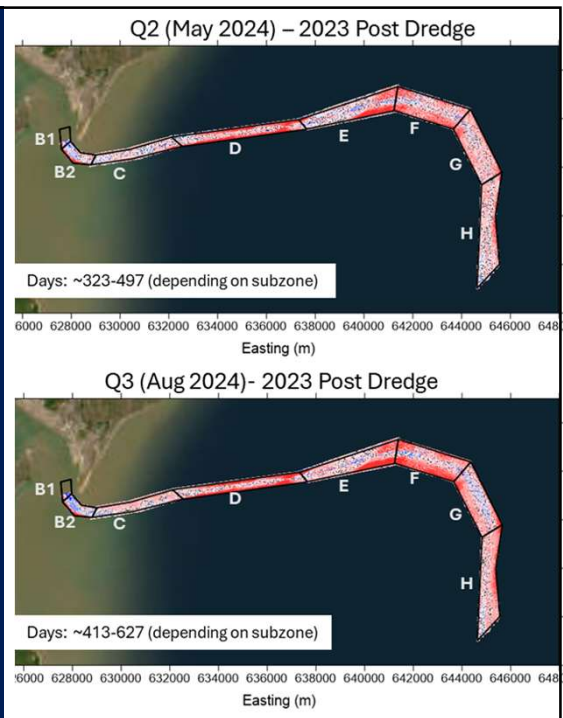
20

# Collaborating for Climate Change

Clause X12 Multi- Party Collaboration X29 Climate Change

**Jacobs** Challenging today.  
Reinventing tomorrow.

21



21

## Agenda

- Collaboration, Co-operation and Maintenance Dredging
- Roles of X12 Partners
- Contracts structure
- Incentivising Collaboration
- Overview of X12 and X29
- Combined X12 and X29 approach
- Z clause of the year?

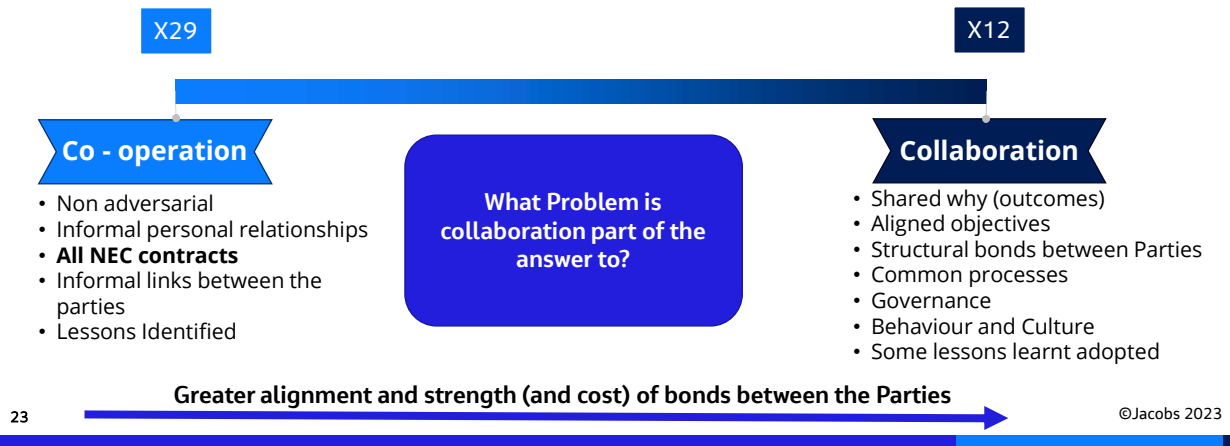
22

©Jacobs 2025

22

## Co-operation or Collaboration?

*"Business relationships formed by committed organisations to maximise joint performance for achievement of mutual objectives and creation of additional value."* Institute for Collaborative Working

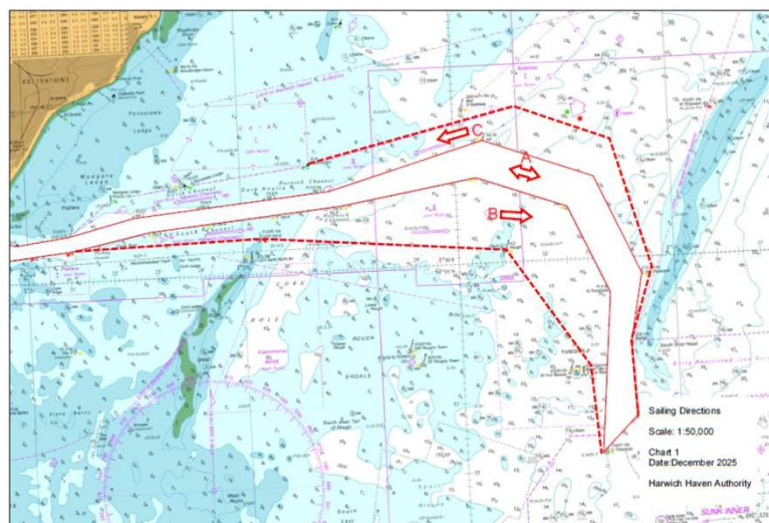


23

## Maintenance Dredging

### Aim: Keep Ports operational

- Dredging main channel
- Different dredgers have different work rates, and accessible areas
- If too much is removed then geomorphic processes just back fill after dredging
- Modelling is required to optimise dredging plan
- Ship traffic informs dredging need



24

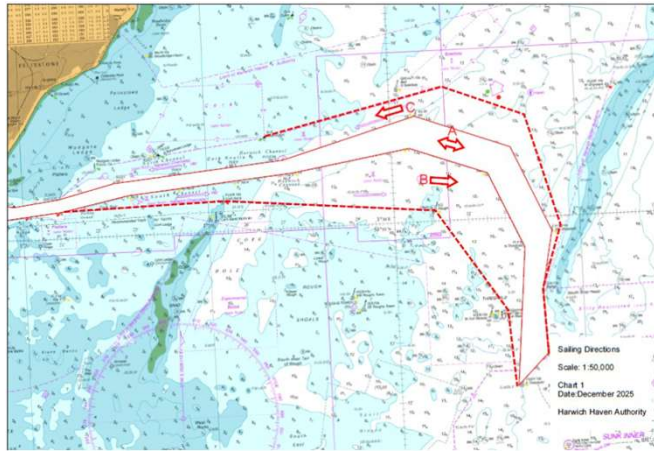
©Jacobs 2023

24

## Roles of the X12 Partners

### Client

- Identifies Dredging Need
- Identifies Constraints
- Payment



Identify the need	Confirms the priorities	Develops the annual dredging Plan	Delivers the plan	Adjusts the plan	Feedback lessons for next year
-------------------	-------------------------	-----------------------------------	-------------------	------------------	--------------------------------

25

© Jacobs 2025

25

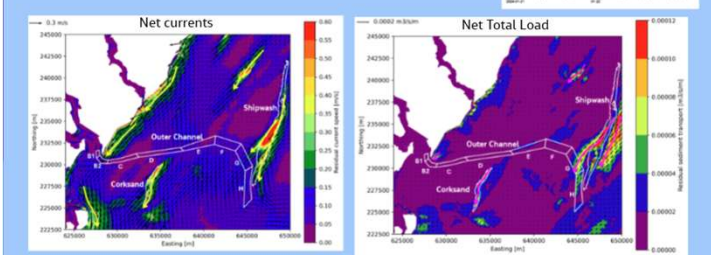
## Roles of the X12 Partners

### Consultant

- Identifies Dredging Options
- Provides specialist advice

### Effects of Tide and Waves on Sediment Infill

- Tide + Waves from NE



Identify the need	Confirms the priorities	Develops the annual dredging Plan	Delivers the plan	Adjusts the plan	Feedback lessons for next year
-------------------	-------------------------	-----------------------------------	-------------------	------------------	--------------------------------

26

© Jacobs 2025

26

## Roles of the X12 Partners



- **Contractor**
  - Identifies dredger availability
  - Identifies Buildability Constraints
  - Provides specialist advice

Identify the need	Confirms the priorities	Develops the annual dredging Plan	Delivers the plan	Adjusts the plan	Feedback lessons for next year
-------------------	-------------------------	-----------------------------------	-------------------	------------------	--------------------------------

27

©Jacobs 2025

27

## Roles of the X12 Partners

- **Client**
  - Identifies Dredging Need
  - Identifies Constraints
  - Payment

- **Consultant**
  - Identifies Dredging Options
  - Provides specialist advice

- **Contractor**
  - Identifies dredger availability
  - Identifies Buildability Constraints
  - Provides specialist advice

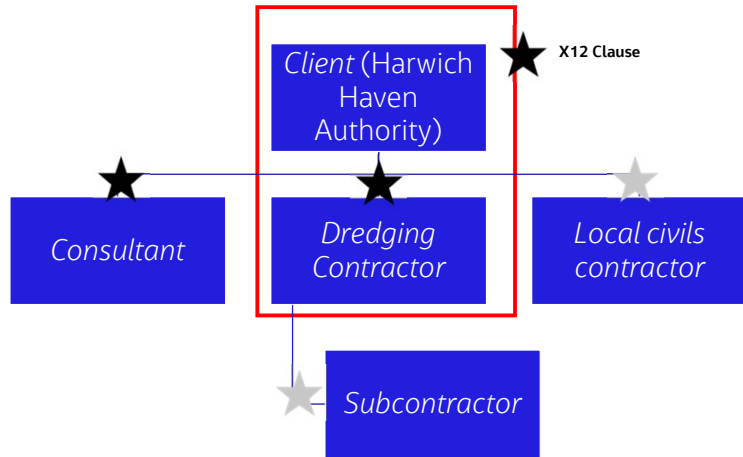
Identify the need	Confirms the priorities	Develops the annual dredging Plan	Delivers the plan	Adjusts the plan	Feedback lessons for next year
-------------------	-------------------------	-----------------------------------	-------------------	------------------	--------------------------------

28

©Jacobs 2025

28

## Contract Choice: NEC4 Term Service with use of X12 and X29



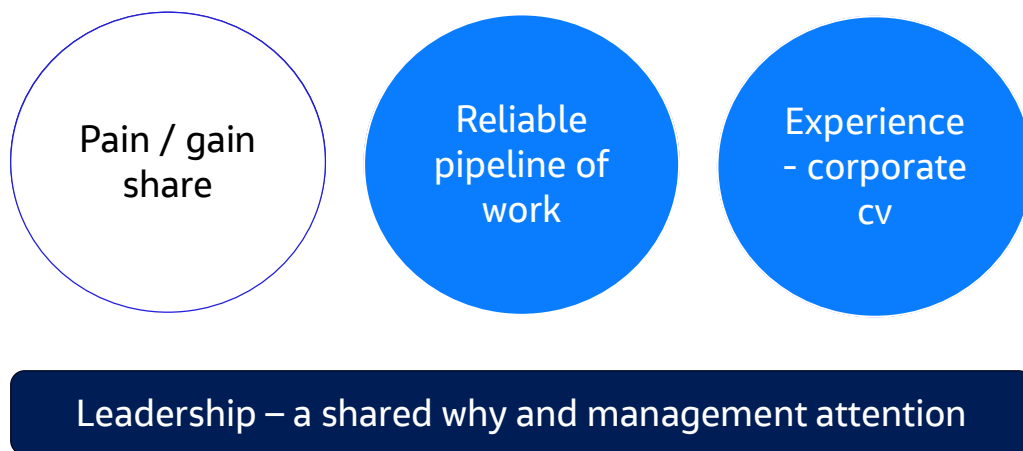
- Term Service Contract
- X12 Multi Party Collaboration
- X29 Climate Change
- Scope
- Task Orders for
  - annual dredging campaign
  - ECI work
  - Specialist advice

29

©Jacobs 2023

29

## Incentivisation in the Dredging Market



30

©Jacobs 2023

30

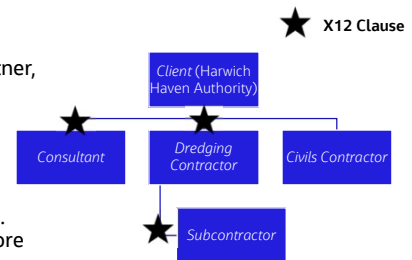
## X12 Multi-Party Collaboration Key Features

### What does it do?

- Suppliers are incentivised to meet Harwich Havens Objectives, and each others objectives through use of X12.

### How does it work?

- Clause inserted to each supplier's Own Contract, can be in contracts with Client and Subcontracts. Does not create a legal Partnership
- Core Group** are similar to a JV board which makes decisions on behalf of Partners
- Collective KPI process**, KPIs can be shared across Partners or individual to one Partner, recognising the different strengths the Partners provide.
- Schedules of Partners details
  - each Partners objectives and any KPIs, i.e. on use of carbon, use of local subcontractor, beneficial use etc
- Partnering Information details how all different companies are to work together, i.e. meeting schedules, information sharing etc. Can be changed by instruction from Core Group.
- Requirement to give information to each other when asked and to provide early warnings if something affects another Partners Objectives



31

©Jacobs 2023

31

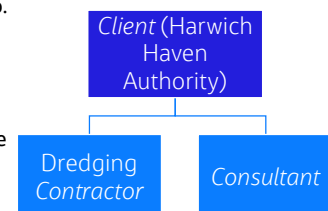
## X29: Climate Change Clause

### What does it do?

- Ensures that the management attention is focussed on Climate Change Requirements

### How does it work?

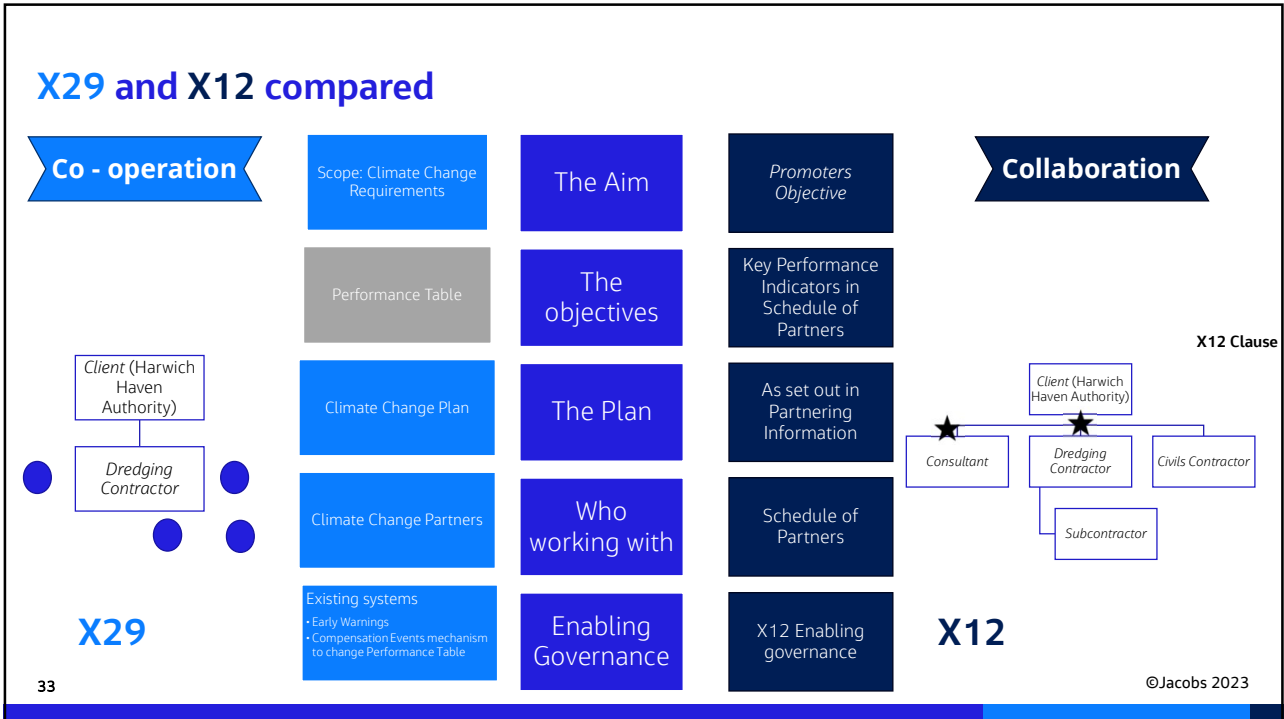
- Climate Change Requirements are within the Scope, i.e. what the *Contractor* is contracted to do.
- Requires a Climate Change Plan i.e. how the Contractor plans to meet the Climate Change Requirements
- Climate Change Partners - no direct contractual link between Contractor and Others
- Performance Table with targets and payments as well as requirements for reports against those targets.
- Builds on existing NEC processes
  - EW obligation to notify and have a meeting if anything could affect the achievement of the Climate Change Requirements
  - Contractor* may make proposals to *Service Manager* to change Scope to reduce impact on climate change
- Stimulus to sustainability through use of language "Climate Change Requirements"



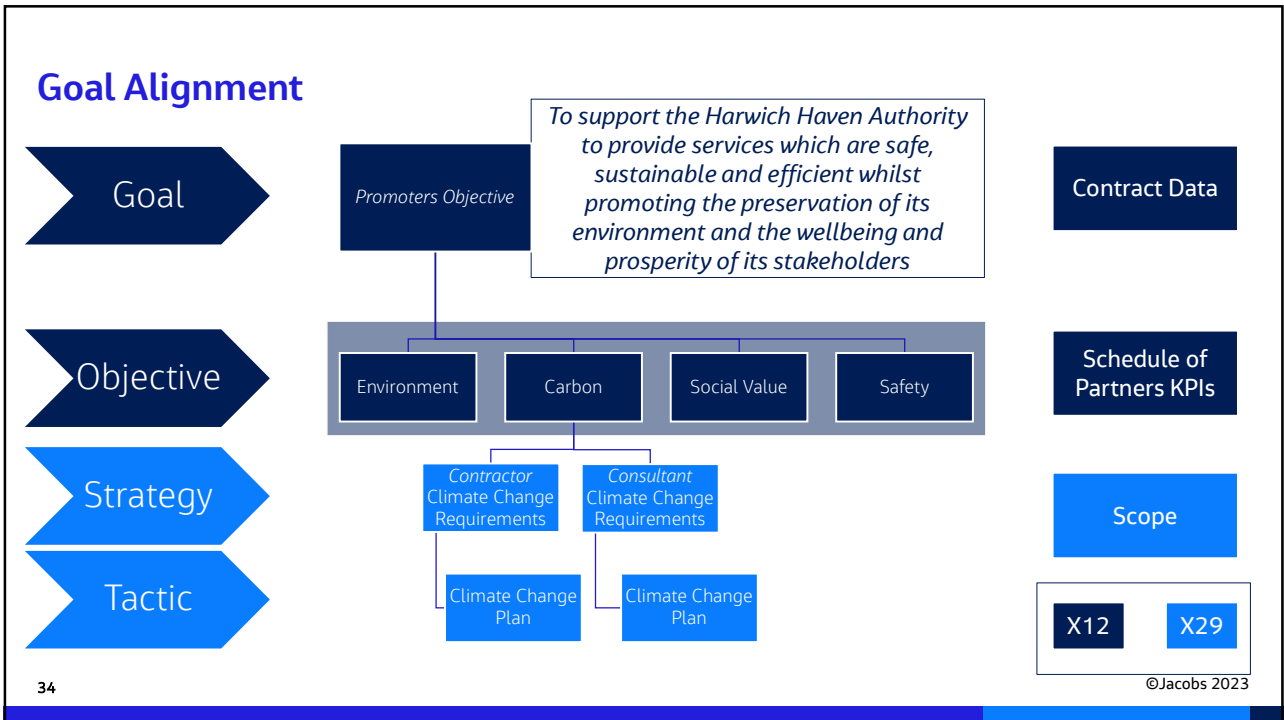
32

©Jacobs 2023

32

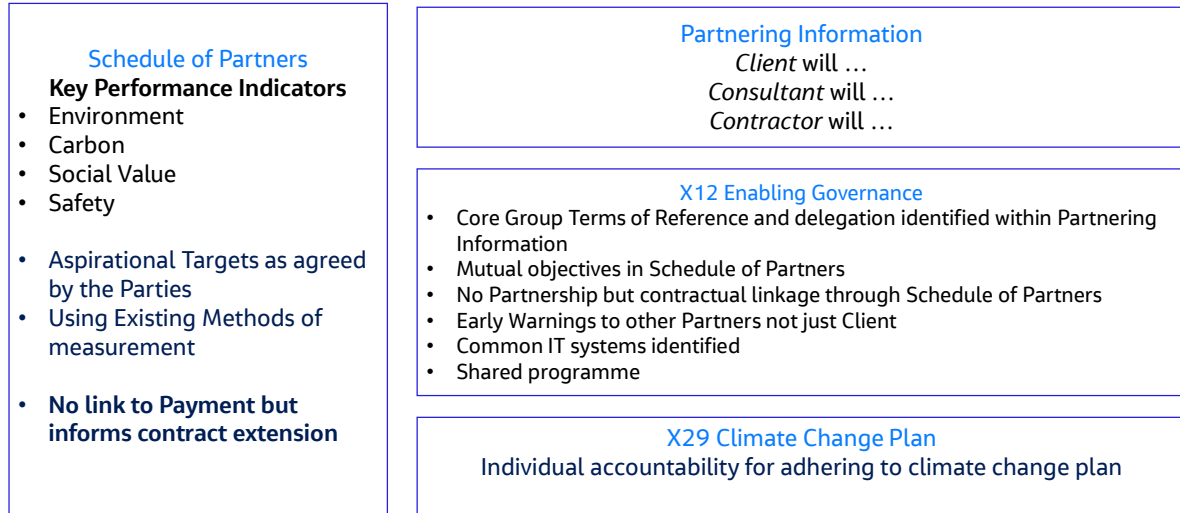


33



34

## X12 Promoter's Objective – Transform the Haven into a thriving community committed to the preservation of the environment and the wellbeing and prosperity of its people



35

©Jacobs 2023

35

## Z clause of the year?

- ZX29 In X29.1 delete sub-clause (4).  
Delete clauses X29.6 to X29.10  
In the fourth bullet of clause X29.11, sub-clause (2), delete the words "and Performance Table".  
In clause X29.11, sub-clause (5), delete the words ", the Prices and the Performance Table" and insert the words "and the Prices".  
Delete clause X29.12 and insert:  
X29.12(1) From the starting date until the end of the Service Period, the *Contractor* shall submit reports to the Promoter its performance against any Key Performance Indicators. Reports are provided at the intervals stated in the Schedule of Partners.  
X29.12(2) If the *Contractor's* performance against a Key Performance Indicator is not achieving or is forecast to achieve the target for performance stated in the Schedule of Partners, it submits to the *Service Manager* for acceptance its proposals for improving performance.  
A reason for not accepting the proposals is that they will not provide the improvement in performance needed to achieve the target for the Key Performance Indicator.  
Delete clause X29.13.

36

©Jacobs 2025

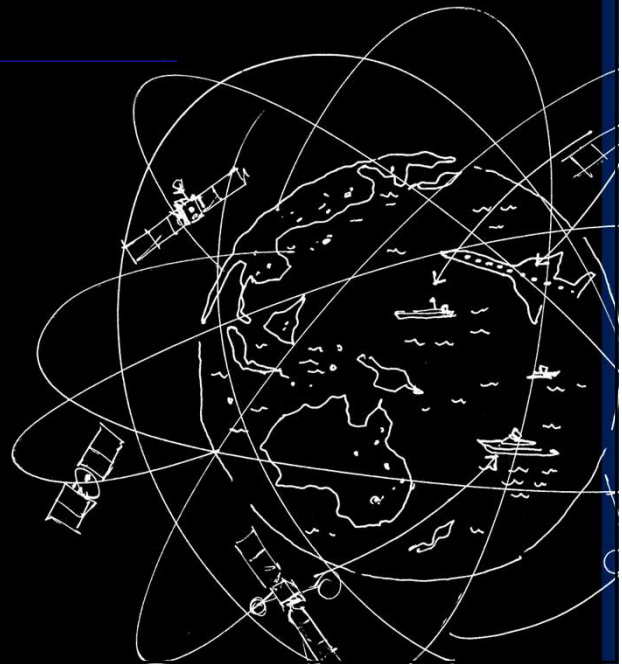
36

## Copyright notice

### Important

© Copyright Jacobs 2025. All rights reserved. The content and information contained in this presentation are the property of the Jacobs Group of companies ("Jacobs Group"). Publication, distribution, or reproduction of this presentation in whole or in part without the written permission of Jacobs Group constitutes an infringement of copyright. Jacobs, the Jacobs logo, and all other Jacobs Group trademarks are the property of Jacobs Group.

NOTICE: This presentation has been prepared exclusively for the use and benefit of Jacobs Group client. Jacobs Group accepts no liability or responsibility for any use or reliance upon this presentation by any third party.



37

37