



Engineering and Construction Contract

Contract Data Forms

June 2017

(with amendments January 2023)



Contract Execution

This agreement is made between the *Client*, the *Contractor* and the Named Suppliers.

Terms in this agreement have the meanings given to them in the contract between the

The *Contractor* offers to Provide the Works in accordance with these conditions of contract for an amount to be determined in accordance with these conditions of contract.

The *Contractor* was appointed to Asset Operation, Maintenance, Response framework and executed the framework agreement.

Executed under hand

by

Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

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

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 secondary Options of the NEC4 Term Service Contract June 2017 (with amendments January 2023)

Main Options

☒

Option for resolving and avoiding disputes

W2

Secondary Options

X2 – Changes in law
X11- Termination by the *Client*
X17 – Low Service Damages
X18 – Limitation of Liability
X23 – Extending The Service Period
X24 – The Accounting Periods

Y(UK)2 - The Housing Grants, Construction and Regeneration Act 1996
Y(UK)3 The Contracts (Rights of Third Parties) Act 1999

Z Additional Client Clauses

The *service* is

The operation of works regarding incident response in the Welland and Nene Catchment as defined in the Scope

The *Client* is

Name



Address for communications

Address for electronic communications

The *Framework Manager* is

Name

TBC

Address for communications

TBC

Address for electronic communications

TBC

The Affected Property is

All statutory main river channels, flood defense assets and structures through the Welland and Nene catchment

The Scope is in

Appendix 2 Welland and Nene Incident Response scope V1

The *shared services* which may be carried out outside the Service Areas are

The *language of the contract* is

English

The *law of the contract* is the law of

the law of England and Wales, subject to the jurisdiction of the courts of England and Wales

The *period for reply* is except that

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

4 weeks

2 The *Contractor's* main responsibilities

If Option C or E is used The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *service* at intervals no longer than

N/A

3 Time

The *starting date* is

The *service period* is

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

The period within which the *Contractor* is to submit a Task Order programme for acceptance is

2 weeks

If no plan is identified in part The period after the Contract Date within which the two of the Contract Data *Contractor* is to submit a first plan for acceptance is

2 weeks

4 Quality management

The period after the Contract Date within which the *Contractor* is to submit a quality policy statement and quality plan is

2 weeks

5 Payment

The *currency of the contract* is the

GBP Sterling



The *assessment interval* is

1 month

The *interest rate* is

■

% per annum (not less than 2) above the

■

rate of the

Bank of England

bank

If the period in which The period within which is payments are made payments are made is not is three weeks and Y(UK)2 is not used

The *Client* will make payment within 14 days of the date of the invoice.

6 Compensation events

If Option A is used

The *value engineering percentage* is ■, unless another percentage is stated here, in which case it is %

■

■

If there are additional compensation events
These are additional compensation events

8 Liabilities and insurance

If there are additional *Client's* liabilities 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 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 Service

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

If the *Client* is to provide Plant and Materials

The insurance against loss of or damage to Plant and Materials and Equipment is to include cover for Plant and Materials provided by the *Client* for an amount of
Nil

The *Contractor* provides these additional insurances

(1) Insurance against

Minimum amount of cover is of the value of this contract

The deductibles are The excess up to a maximum of

(2) Insurance against

Minimum amount of cover is

The deductibles are

The excess up to a maximum of [REDACTED]

(3) Insurance against

Minimum amount of cover is

The deductibles are

9 Resolving and avoiding disputes

The *tribunal* is

Litigation in the courts

If the *tribunal* is arbitration

The *arbitration procedure* is

TBC

The place where arbitration is
to be held is

TBC

The person or organisation who will choose an arbitrator if the Parties cannot agree a choice or if the *arbitration procedure* does not state who selects an arbitrator is

The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Address for electronic communications

Name (2)

[REDACTED]

Address for communications

Address for electronic communications

The *Adjudicator* is

Name

To be confirmed

Address for communications

To be confirmed

Address for electronic communications

To be confirmed

The *Adjudicator nominating body* is

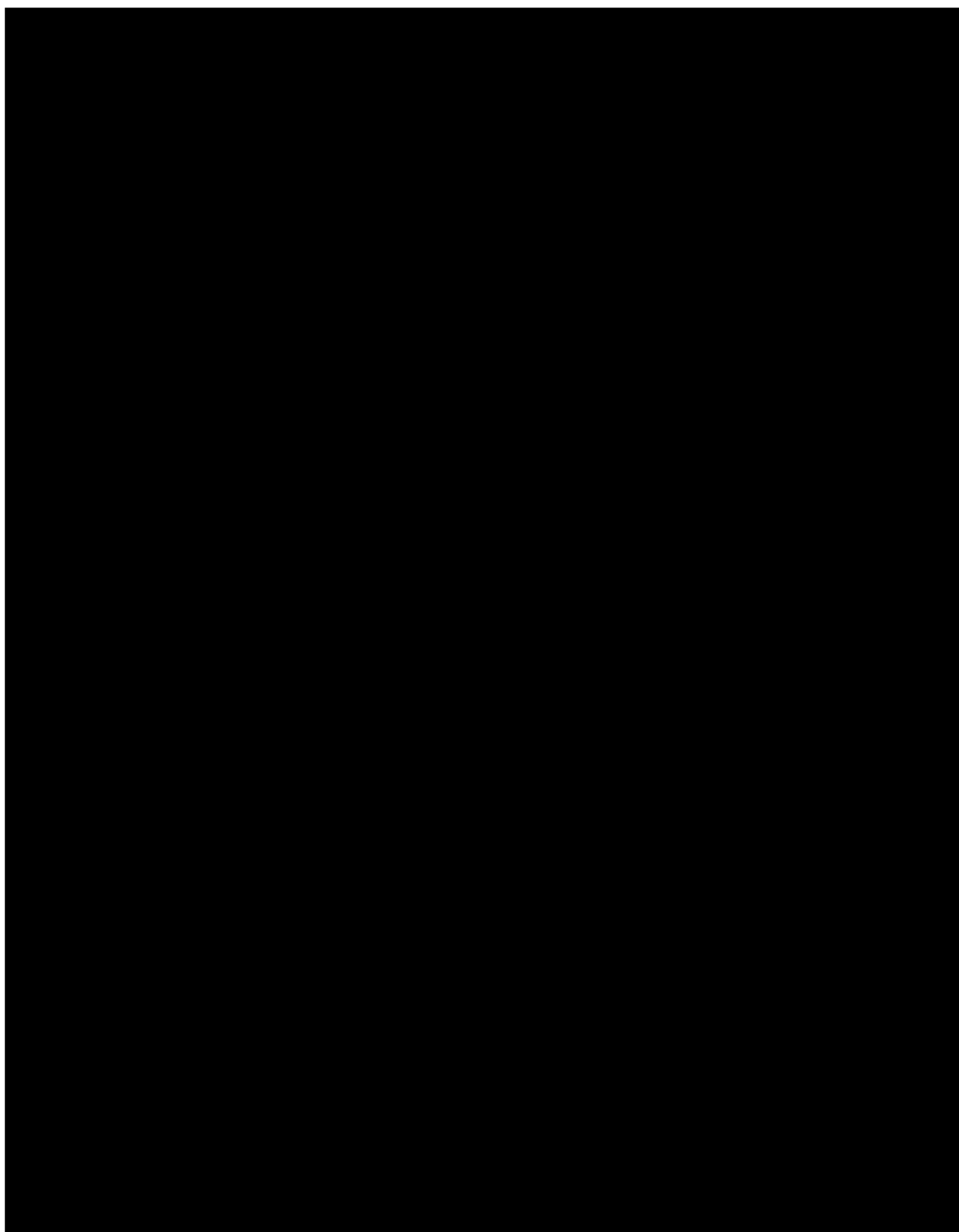
X17: Low service damages

If Option X17 is used

Service Credits will be used to maintain service delivery through the contract, based on the Key Performance Indicators set out below (monitored and recorded on a quarterly basis).

The Service Credits approach is set out below:

I	
I	



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

The *Contractor's* liability for Defects due to its design of an item of Equipment is limited to [REDACTED]

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 [REDACTED]

The *end of liability* date is [REDACTED] years after the end of the Service Period

X 23

If Option X23 is used

The maximum service period is

Years after the starting date

The *periods* for extension are

Order

Period for extension (months)

First

notice date

Second

Third

Fourth

If there are *criteria for extension*

The *criteria for extension* are

- (1)
- (2)
- (3)

X24: The *accounting periods*

If Option

The *accounting periods* are

X24 is
used and
Option C
is not

used

The period is weeks

Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996

If Y(UK)2 is used
and the date on
which a payment is
due is not fourteen
weeks after the end
of the *accounting
period* or Service
Period

days after the date on which payment
becomes due

Z: Additional conditions of contract

If Option Z is used

The additional conditions of contract are

Z Clauses

Clause No.	Clause
Z1	Z1 [REDACTED] as regulatory authority Z1.1 The [REDACTED] role as a regulatory authority and as Client under the contract is separate and distinct. Actions taken in one capacity are deemed not to be taken in the other. Z1.2 Where statutory consents must be obtained from the [REDACTED] in its capacity as a regulatory authority, the Contractor is responsible for obtaining these and paying fees. The Client's acceptance of a tender and the Client's instruction or variation of the works does not constitute statutory approval or consent. Z1.3 An action by the [REDACTED] as regulatory authority is the action of Other.
Z2	Z2 Framework Agreement Z2.1 The Contractor shall ensure at all times during this contract it complies with all the obligations and conditions of the Asset Operations Operation, Maintenance, Response Framework Agreement made with the Client.
Z3	Z3 Data Protection Z3.1 The requirements of the Data Protection Schedule shall be incorporated into this contract
Z4	Z4 Liabilities and insurance Z4.1 Civil data protection claims and regulatory fines for breaches of Data Protection Legislation are excluded from any limit of liability stated.
Z5	Z5 Risks and insurance Z5.1 Replace clause 84.1 with the following Insurance certificates are to be submitted to the <i>Service Manager</i> on an annual basis.
Z6	Z6 Resolving Disputes Z6.1 Delete clause W2.1

Z31	<p>Z31 Price Adjustment for Inflation TSC</p> <p>The Client recognises the ongoing pricing uncertainty with regard to inflation. The Client will mitigate this uncertainty through this clause.</p> <p>Z31.1 Defined terms:</p> <ul style="list-style-type: none"> 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 $0.9((L-B)/B)$. <p>Z31.2 Application rules.</p> <p>The provisions of this clause [Z31] shall apply provided that:</p> <ul style="list-style-type: none"> a) The Price for Service Provided to Date is less than or equal to the total of the Prices and b) Inflation remains positive ie L is greater than B. <p>Z31.3 Price Adjustment Factor.</p> <p>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.</p> <p>Z31.4 Price adjustment Options [REDACTED]</p> <p>Each amount due includes an amount for price adjustment which is the sum of</p> <ul style="list-style-type: none"> • The change in the Price for Service Provided to Date since the last assessment of the amount due multiplied by the PAF and
	<ul style="list-style-type: none"> • The amount for price adjustment included in the previous amount due

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

Address for communications

Address for electronic communications

The *fee percentage* is %

The *service areas* are

Affected properties as identified in
Appendix 1

The *key persons* are

Name (1)

Job

Responsibilities

Overseeing compliance across all
framework areas in lot 3. Including
contractual assurance and health, safety,
quality and environmental adherence.

Qualifications

Experience

Job

[REDACTED]

Responsibilities

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Qualifications

[REDACTED]
[REDACTED]

Experience

[REDACTED]
[REDACTED]

The following matters will be included in the Early Warning Register

[REDACTED]

2 The *Contractor's* main responsibilities

If the *Contractor* is to provide Scope for its plan

The Scope provided by the *Contractor* for its plan is in

[REDACTED]

3 Time

If a plan is to be identified in the Contract Data

The plan identified in the Contract Data is

[REDACTED]

5 Payment

The *price list* is

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

The tendered total of the Prices is

[REDACTED]
[REDACTED]

[REDACTED]

9 Resolving and avoiding disputes

The Senior Representatives of the Contractor are

Name(1)

Address for communications

Address for electronic communications

Name(2)

Address for communications

Address for electronic communications

X10: Information modelling

If Option X10 is used

If an information execution plan is to be identified in the Contract Data is identified in the Contract Data

Data for the Short Schedule of Cost Components (used only with Option A)

The people rates are

category of person	unit	rate
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>		
<input type="text"/>		

The published list of Equipment is the edition current at

the Contract Date of the list published by

The percentage for adjustment for Equipment in the published list is

The rates for other Equipment are

Equipment	rate
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% (state plus or minus)