



# Engineering and Construction Contract



## Contract Data Forms

June 2017

(with amendments January 2023)

### Template version history

V1 (as per bidder pack)	Go live template (this document)
V 1.1	

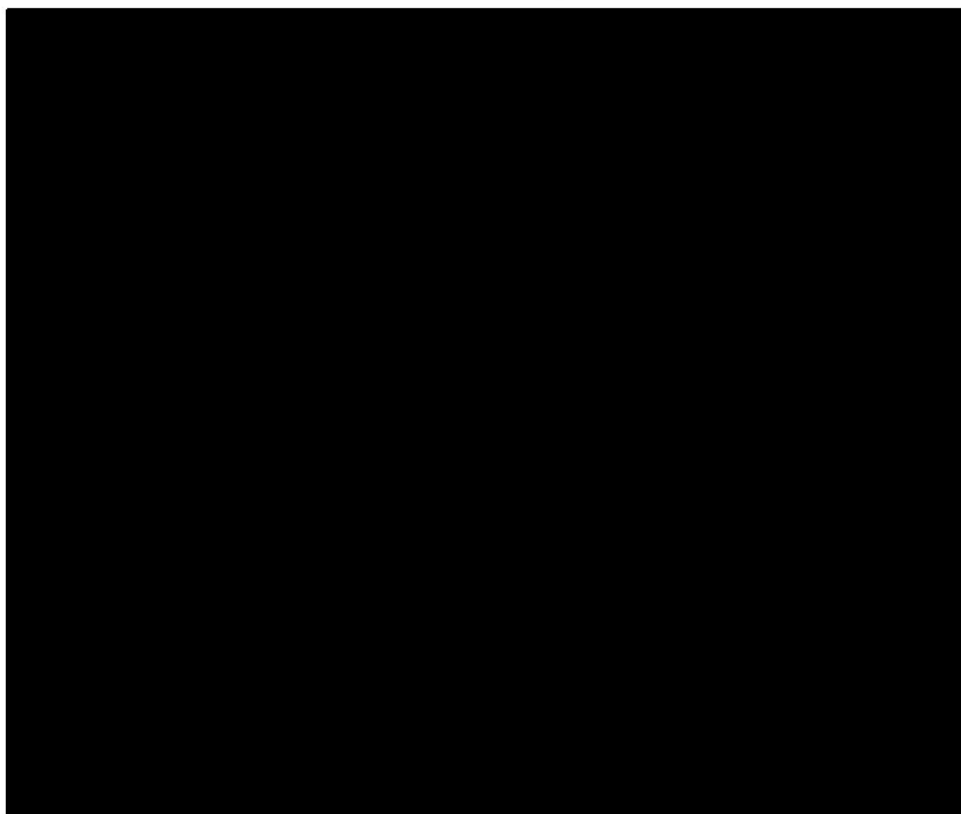
## Contract Execution

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 Environment Agency and Galliford Try for the MEICA refurbishment works . . . . .

The *Contractor* offers to Provide the Services 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 the Asset Operation, Maintenance and Response Lot 2 framework and executed the framework agreement



# 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, the clauses for main Option A, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments January 2019)

Main Option

☐ Option for resolving and avoiding disputes

Secondary Options

☐ X2 Changes in the law  
☐ X7 Delay Damages  
☐ X10 Information Modelling  
☐ X11- Termination by the *Client*  
☐ X15 the *Contractor's design*  
☐ X18 – Limitation of Liability  
☐ 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 *works* are

This contract –

- Bedford Pumping Station – 3 Assets  
[REDACTED]
- Lilford Park flood control structure – 3 Assets  
[REDACTED]
- Bidston (Great Culvert entrance) debris screen - 2 Asset  
[REDACTED]

The *Client* is

Name

Environment Agency

Address for communications

[REDACTED]

Address for electronic communications

[REDACTED]

The *Project Manager* is

Name

Address for communications

Address for electronic communications

The *Supervisor* is

Name



Address for communications

Address for electronic communications


The Scope is in

AOMR-Lot 2- MEICA Recon ECC-Scope\_FINAL F5

The Site Information is in



Bidston%20gates%20 Lilford%20park%20P  
-%20PCI.docx Cl.doc




LIT%2012514%20-%2  
0Pre-construction%20

Bidston ENVGMMC MEICA PCM RECON  
Pre-Construction Information\_05/09/2024 Job

Lilford Park Penstock Replacement Pre-  
Construction Information\_ENVGMMC MEICA  
PCM RECON Pre-Construction Information

Bedford Pumping Station ENVGMMC MEICA  
PCM RECON Pre-Construction Information

The *boundaries of the site* are

  
Site%20Locations.doc  
x  
Site Locations

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

One (1) week

except that

• The *period for reply* for

[specific event]

is

[period of reply for that event]

• The *period for reply* for

[not used]

is

[not used]

The following matters will be included in the Early Warning Register

[add]

Early warning meetings are to be held at intervals no longer than

4 weeks

## 2 The Contractor's main responsibilities

If the *Client* has identified work which is set to meet a stated condition by a key date

The key dates and conditions to be met are

condition to be met	key date
(1) [REDACTED]	[REDACTED]
(2) [REDACTED]	[REDACTED]
(3) [REDACTED]	[REDACTED]

## 3 Time

The starting date is 05/06/2025

The access dates are

part of the Site	date
(1) Lilford Park Site	05/06/2025
(2) Bidston Site	05/06/2025
(3) Beford Pumping Station	05/06/2025

The Contractor submits revised programmes at intervals no longer than Four (4) weeks

If the *Client* has decided The Completion Date for the whole of the works

The Completion Date for the whole of the works is [REDACTED] 22/1/2026

Taking over the works before the Completion Date

The *Client* is willing to take over the works before the Completion Date

If no programme is identified in part two of the Contract Data

The period after the Contract Date within which the Contractor is to submit a first programme for acceptance is Two (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 Two (2) weeks

The period between Completion of the whole of the works and the defects date is Fifty Two (52) weeks

The defect correction period is 52 Weeks except that

- The *defect correction period* for [add or none] is [add] weeks
- The *defect correction period* for [add or none] is [add] weeks

## 5 Payment

The *currency of the contract* is the [GBP Sterling]

The *assessment interval* is [One (1) month]

The *interest rate* is [ ] % per annum (not less than 2) above the  
 [Base (Bank Rate)] rate of the [Bank of England] bank

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

The period within which payments are made is [The *Client* will make payment within 14 days of the date of the invoice.]

## 6 Compensation events

The place where weather is to be recorded is [The closest MET Office weather station to each of the individual sites listed in the boundaries of the site]

The *weather measurements* to be recorded for each calendar month are

- the cumulative rainfall (mm)
- the number of days with rainfall more than 5 mm
- the number of days with minimum air temperature less than 0 degrees Celsius
- the number of days with snow lying at [ ] hours GMT

and these measurements:

[add or none]

The *weather measurements* are supplied by [add]

The *weather data* are the records of past *weather measurements* for each calendar month

which were recorded at [add]

and which are available from [add]

Where no recorded data are available

Assumed values for the ten year weather return *weather data* for each *weather measurement* for each calendar month are

[add]

Option A is used

The *value engineering percentage* is 50%, 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

(1)

If there are additional *Client's* liabilities

(2)

(3)

These are additional *Client's*

liabilities

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

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 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



If Option W1 or W2 is used

The *Senior Representatives of the Client* are

Name (1)	<div></div>
Address for communications	<div></div>
Address for electronic communications	<div></div>
Name (2)	
Address for communications	
Address for electronic communications	
The <i>Adjudicator nominating body</i> is	<div>The Institution of Engineering and Technology</div>

**X7: Delay damages**

If Option X7 is used without Option X5

Delay damages for Completion of the whole of the works are  per day

If Option X7 is used with Option X5

Delay damages for each *section* of the works are

section	description	amount per day
(1)	<div></div>	<div></div>
(2)	<div></div>	<div></div>
(3)	<div></div>	<div></div>
(4)	<div></div>	<div></div>
The delay damages for the remainder of the works are		<div></div>

**X10: Information modelling**

If Option X10 is used

The period after the Contract Date within which the Contractor is to submit a first Information Execution Plan for acceptance is

6 weeks

If no *information execution plan* is

The minimum amount of insurance cover for claims made against the Contractor arising out of its failure to use the skill and care normally used by professionals providing information similar to the Project Information is, in respect of each claim

1

## X15: The Contractor's design

The period for retention following Completion of the whole of the works or earlier termination is

\_\_\_\_\_

**X18: Limitation of liability**

The Contractor's liability to the Client for indirect or consequential loss is limited to

1000

completion of the whole of

Six (6)

years after the Completion of the whole of  
the works

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

The period for payment is  days after the date on which payment becomes due

date on which payment becomes due

Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used	term	beneficiary
	<div>Not used</div>	<div>Not used</div>
	<div></div>	<div></div>
	<div></div>	<div></div>
	<div></div>	<div></div>

If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3

term	beneficiary
<div></div>	<div></div>

Z: Additional conditions of contract

If Option Z is used      The additional conditions of contract are

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 2A: Risk transfer: Physical conditions within the Site**  
Clause 60.1 (12) is deleted from this contract.

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 Schedule of Cost Components and Prices (Option A)**

Z4.1 Where a rate is included in the Framework Pricing Schedule, the Prices in the Activity Schedule should be used in assessing the Price for Work Done to Date.

Z4.2 Where there is no rate in the Framework Pricing Schedule the Schedule of Cost Components in the NEC4 ECC should be used.

#### **Z10 Payments to subcontractors, sub consultants and suppliers**

##### **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.

#### **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 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.

#### **Z20 Defect Dates for Sections**

Where a section of the *works* is defined and is located in a separate area of the Site, the time to the *defects date* for that section is the defined period after the Completion of that *section*, and is defined in the Contract Data.

#### **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) Average Weekly Earnings index (Construction)(AWE) 1 – month rate).
- 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.

## 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

Galliford Try Construction Ltd

Address for communications

Address for electronic communications

The fee percentage is

The working areas are

The key persons are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

Name (3)

Job

Responsibilities

Qualifications

Experience

Name (4)

Job

Responsibilities

Qualifications

Experience

The following matters will be included in the Early Warning Register

## 2 The Contractor's main responsibilities

If the Contractor is to provide Scope for its design

The Scope provided by the Contractor for its design is in

## 3 Time

If a programme is to be identified in the Contract Data

The programme identified in the Contract Data is

EA MEICA Lot 2 Tender  
- Minor Works Project  
Programme\_v54

If the Contractor is to decide the Completion Date for the whole of the works

The Completion Date for the whole of the works

## 5 Payment

The activity schedule is

EA NW AOMR Lot 2  
MEICA Recon ECC  
Activity Schedule rev0

The tendered total of the Prices is

## Resolving and avoiding disputes

If Option W1 or W2 is used

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

If Option W3 is used and the number of members of the Dispute Avoidance Board is three

The Contractor's nomination for the Dispute Avoidance Board is

Name

Address for communications

Address for electronic communications



### Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

*named suppliers* are

### Data for the Short Schedule of Cost Components

The *people rates* are

category of person

unit

rate

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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

 % (state plus or minus)

The rates for other Equipment are

Equipment

rate

<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>

