



# Engineering and Construction Contract

OPTION C: TARGET CONTRACT WITH ACTIVITY SCHEDULE

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## Contract Data Forms

June 2017

(with amendments January 2019)

## DEED OF AGREEMENT

This agreement is made between **the Environment Agency** (the *Client*) and **Galliford Try Construction Ltd** the *Contractor*).

The *Client* and the *Contractor* have entered into a contract for **WSX SCF Somerset Levels & Moors Pump Replacement Programme** (the works).

### Agreement

The parties to this deed agree that:

1. The *Contractor* will Provide the Works in accordance with the conditions of contract identified in the Contract Data.
2. The *Client* will pay the *Contractor* the amount due and carry out its duties in accordance with the conditions of contract identified in the Contract Data.
3. The documents forming this agreement are:
  - the Contract Data part one,
  - the Contract Data part two, and
  - the documents identified in the Contract Data.
4. The benefits under this agreement may not be assigned.

### Executed as a deed for and on behalf of the Environment Agency

Signature ... [redacted] In the presence of:

Date ... 11 July 2025

Print name ... [redacted]

Role ... [redacted]

Address: c/o Manley House,  
Kestrel Way, Exeter

### Executed as a deed for and on behalf of Galliford Try Construction Ltd

Signature ... [redacted]

Date ... 8th July 2025

Print name ... [redacted]

Role ... [redacted]

Signature ... [redacted]

Date ... 24th June 2025

Print name ... [redacted]

Role ... [redacted]

# 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 C, the following Option for resolving and avoiding disputes and secondary Options, all as amended or supplemented by Option Z, of the NEC4 Engineering and Construction Contract June 2019 (with amendments January 2019).

Option for resolving and avoiding disputes

W2

Secondary Options

X2 Changes in the Law  
X5 Sectional Completion  
X7 Delay Damages  
X9 Transfer of Rights  
X10 Information Modelling  
X11 Termination by the Client  
X18 Limitation of Liability  
X20 Performance Indicators  
Y(UK)2: The Housing Grants, Construction and Regeneration Act 1996  
Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

The *works* are

Design/Supply/installation of 11 x replacement pumps at 4 locations: Huish Episcopi; Midelney; Northmoor and Westover.

The *Client* is

Name

Environment Agency

Address for communications

Horizon House  
Deanery Road  
Bristol BS1 5AH

Address for electronic communications

The *Project Manager* is

Name

Address for communications

Horizon House  
Deanery Road  
Bristol BS1 5AH

Address for electronic communications

The *Supervisor* is

Name

TBC

Address for communications

Horizon House  
Deanery Road  
Bristol BS1 5AH

Address for electronic communications

TBC

The Scope is in	LIT 13260 – CDT NEC4 ECC SLM Pumping Stations
The Site Information is in	Somerset LM Pumps Replacement Programme-Site Information
The <i>boundaries of the site</i> are	SLM Pump Replacement Programme Site Boundaries
The <i>language of the contract</i> is	English
The <i>law of the contract</i> is the law of	the law of England and Wales, subject to the jurisdiction of the courts of England and Wales
The <i>period for reply</i> is	2 weeks
<ul style="list-style-type: none"> <li>• The <i>period for reply</i> for</li> <li>• The <i>period for reply</i> for</li> </ul>	<div style="display: flex; align-items: center;"> <div style="border: 1px solid black; padding: 5px; margin-right: 10px;">2 weeks</div> <div>except that</div> </div> <ul style="list-style-type: none"> <li>• The <i>period for reply</i> for</li> <li>• The <i>period for reply</i> for</li> </ul>

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

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

	<i>condition</i> to be met	<i>key date</i>
(1)	N/A	N/A
(2)	N/A	N/A
(3)	N/A	N/A

The *Contractor* prepares forecasts of the total Defined Cost for the whole of the *works* at intervals no longer than

once per calendar month

### 3 Time

The <i>starting date</i> is	<input type="text" value="26 June 2025"/>	
The <i>access dates</i> are		
part of the Site		date
(1)	<input type="text" value="All sites"/>	<input type="text" value="26 June 2026"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
The <i>Contractor</i> submits revised programmes at intervals no longer than	<input type="text" value="once per calendar month"/>	
If the <i>Client</i> has decided the <i>completion date</i> for the whole of the <i>works</i>	the <i>completion date</i> for the whole of the <i>works</i> is	<input type="text" value="09/11/2027"/>
Taking over the <i>works</i> before the Completion Date	The <i>Client</i> <u>is</u> willing to take over the <i>works</i> 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 <i>Contractor</i> is to submit a first programme for acceptance is	<input type="text" value="4 weeks"/>

### 4 Quality management

The period after the Contract Date within which the <i>Contractor</i> is to submit a quality policy statement and quality plan is	<input type="text" value="4 weeks"/>	
The period between Completion of the whole of the <i>works</i> and the <i>defects date</i> is	<input type="text" value="52 weeks"/>	
The <i>defect correction period</i> is	<input type="text" value="2 weeks"/>	except that
• The <i>defect correction period</i> for	<input type="text"/>	is <input type="text"/>
• The <i>defect correction period</i> for	<input type="text"/>	is <input type="text"/>

### 5 Payment

The <i>currency of the contract</i> is the	<input type="text" value="£ Sterling"/>	
The <i>assessment interval</i> is	<input type="text" value="Monthly"/>	
The <i>interest rate</i> is	<input type="text" value="2.0"/>	% per annum above the
	<input type="text"/>	rate of the <input type="text"/> 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 *Contractor's share percentages* and the *share ranges* are

*share range*

*Contractor's share percentage*

less than

80

%

0 – below this threshold any further savings are allocated 100% to the Client

%

from

80

% to

120

%

50

%

from

% to

%

%

greater than

120

%

60

%

The *exchange rates* are those published in

The Financial Times

on

the date the relevant transaction occurs

(date)

## 6 Compensation events

The place where weather is to be recorded is

Yeovilton Location: 51.006, -2.641

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 09:00 hours GMT

and these measurements:

None

The *weather measurements* are supplied by

Met Office

The *weather data* are the records of past *weather measurements* for each calendar month which were recorded at

Yeovilton Location: 51.006, -2.641

and which are available from

Met Office

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

If there are additional compensation events

These are additional compensation events

None

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 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 in aggregate 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

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

If the *Client* is to provide any of the insurances stated in the Insurance Table

The *Client* provides these insurances from the Insurance Table

(1) Insurance against

Minimum amount of cover is

The deductibles are



(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

If additional insurances  
are to be provided

The *Client* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

The *Contractor* provides these additional insurances

(1) Insurance against	
Minimum amount of cover is	
The deductibles are	
(2) Insurance against	
Minimum amount of cover is	
The deductibles are	
(3) Insurance against	
Minimum amount of cover is	
The deductibles are	

## Resolving and avoiding disputes

	The <i>tribunal</i> is	
If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	
	The place where arbitration is to be held is	

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

If Option W1 or W2 is used      The *Senior Representatives* of the *Client* are

Name (1)

Address for communications

Horizon House  
Deanery Road  
Bristol BS1 5AH

Address for electronic communications

Name (2)

Address for communications

Rivers House  
E Quay  
Bridgwater TA6 4YS

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

To be confirmed

If Option W3 is used

The number of members of the Dispute Avoidance Board is one/three (Delete as applicable)

The *Client's* nomination for the Dispute Avoidance Board is

Name

Address for communications

Address for electronic communications

The Dispute Avoidance Board visit the Site at intervals no longer than  months

The *Dispute Avoidance Board nominating body* is

## X1: Price adjustment for inflation

If Option X1 is used

The proportions used to calculate the Price Adjustment Factor are

0.	<input type="text"/>	linked to the index for	<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>		<input type="text"/>
0.	<input type="text"/>	non-adjustable	<input type="text"/>
1.00	<input type="text"/>		

The *base date* for indices is

These indices are

## X5: Sectional Completion

If Option X5 is used

The *completion date* for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>completion date</i>
(1)	Planned Summer Sectional Completion - Midelney	24 July 2026
(2)	Planned Summer Sectional Completion – Huish Episcopi	16 October 2026
(3)	Planned Summer Sectional Completion - Westover	21 June 2027
(4)	Planned Summer Sectional Completion - Northmoor	16 August 2027

## X6: Bonus for early Completion

If Option X6 is used without Option X5

The bonus for the whole of the *works* is

 per day

If Option X6 is used with Option X5

The bonus for each *section* of the *works* is

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	<input type="text"/>	<input type="text"/>
(2)	<input type="text"/>	<input type="text"/>
(3)	<input type="text"/>	<input type="text"/>
(4)	<input type="text"/>	<input type="text"/>

The bonus for the remainder of the *works* is

## X7: Delay damages

If Option X7 is used without  
Option X5

Delay damages for Completion of the whole of the *works* are

£923.86

per day

If Option X7 is used with  
Option X5

Delay damages for each *section* of the *works* are

<i>section</i>	<i>description</i>	<i>amount per day</i>
(1)	Planned Summer Sectional Completion - Midelney	£923.86
(2)	Planned Summer Sectional Completion – Huish Episcopi	£923.86
(3)	Planned Summer Sectional Completion - Westover	£923.86
(4)	Planned Summer Sectional Completion - Northmoor	£923.86
The delay damages for the remainder of the <i>works</i> are		£923.86

## X8: Undertakings to the *Client* or Others

If Option X8 is used

The *undertakings to Others* are

provided to

The *Subcontractor undertaking to Others* are

works

provided to

The *Subcontractor undertaking to the Client* are

works

## X10: Information modelling

If Option X10 is used

If no *information execution plan* is identified in part two of the Contract Data

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 the skill and care normally used by professionals providing information similar to the Project Information is, in respect of the aggregate

£10,000,000

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

12 years

## X12: Multiparty collaboration (not used with Option X20)

If Option X12 is used

The *Promoter* is

--

The Schedule of Partners is in

--

The *Promoter's objective* is

--

The Partnering Information is in

--

## X13: Performance bond

If Option X13 is used

The amount of the performance bond is

--

## X14: Advanced payment to the *Contractor*

If Option X14 is used

The amount of the advanced payment is

--

The period after the Contract Date from which the  
*Contractor* repays the instalments in assessments is

--

The instalments are (either an amount or a percentage  
of the payment otherwise due)

--

Advanced payment bond

An advanced payment bond **is not** required (Delete as applicable)

### X15: The *Contractor's* design

If Option X15 is used

The *period for retention* following Completion of the whole of the *works* or earlier termination 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 designing works similar to the *works* is, in respect of each claim

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

### X16: Retention

If Option X16 is used

The *retention free* amount is

The *retention percentage* is

%

Retention bond

The *Contractor* **may/may not** give the *Client* a retention bond (Delete as applicable)

### X17: Low performance damages

If Option X17 is used

The amounts for low performance damages are

amount

performance level

for

for

for

for

### X18: Limitation of liability

If Option X18 is used

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 of 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

£1,000,000

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

£1,000,000

The *end of liability date* is

12

years after the Completion of the whole of the *works*

## X20: Key Performance Indicators (not used with Option X12)

If Option X20 is used

The *incentive schedule* for Key Performance Indicators is in

A report of performance against each Key Performance

Indicator is provided at intervals of

months

## X22: Early *Contractor* involvement (only used with Options C and E)

If Option X22 is used

The Budget is

Item

description

amount

(1)

(2)

(3)

(4)

The *Contractor* prepares forecasts of the total Defined Cost of the work to be done in Stage One at intervals no longer than

The *Contractor* prepares forecasts of the total Project Cost at intervals no longer than

If there are additional events which could change the Budget

These are additional events which could change the Budget

(1)

(2)

(3)

The *budget incentive* is

% of the saving

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

If Option Y(UK)2 is used and the final date for payment is not fourteen days after the date on which payment becomes due

The period for payment is due

14

days after the date on which payment becomes



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

If Option Y(UK)3 is used

term

*beneficiary*

None

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

term

*beneficiary*

## Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Contained within the document with filename: "5.1 SCHEDULE OF AMENDMENTS TO NEC4 ECC v2"

## 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 Limited
Address for communications	Galliford Try Construction - Environment 180 Aztec West Almondsbury, Bristol, BS32 4TU
Address for electronic communications	To be confirmed

The *fee percentage* is

<input type="text"/>	<input type="text"/>
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The *working areas* are

Sites Identified within the Contract Data  
and Galliford Try Offices.

The *key persons* are

Name (1)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>

Name (2)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>

Name (3)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>

Name (4)	<input type="text"/>
Job	<input type="text"/>
Responsibilities	<input type="text"/>
Qualifications	<input type="text"/>
Experience	<input type="text"/>

The following matters will be included in the Early Warning Register

None
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## 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

NEC4 ECC SLM  
Pumping Stations Scope  
including Appendices 1  
to 6 inclusive.

## 3 Time

If a programme is to be identified in the Contract Data      The programme identified in the Contract Data is

Somerset Levels Moors  
Pump Replacement June  
2<sup>nd</sup> 2025

If the Contractor is to decide the completion date for the whole of the works      The completion date for the whole of the works is

09/11/2027

## 5 Payment

The activity schedule is

FFP Activity Schedule –  
(Mid, Huish, NorthM,  
West)

The tendered total of the Prices is

£6,157,044.28

## 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

To be advised

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

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

## X22: Early *Contractor* involvement (only used with Options C and E)

If Option X22 is used

The Stage One *key persons* are

Name (1)

Not Applicable

Job

Responsibilities

Qualifications

Experience

Name (2)

Job

Responsibilities

Qualifications

Experience

The Pricing Information is in

## Y(UK)1: Project Bank Account

If Option Y(UK)1 is used

The *project bank* is

Not Applicable

*named suppliers* are

## Data for the Schedule of Cost Components

The listed items of Equipment purchased for work on the contract, with an on cost charge, are

Equipment	time-related on cost charge	per time period
<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 rates for special Equipment are

Equipment	rate

The rates for Defined Cost of manufacture and fabrication outside the Working Areas by the *Contractor* are

category of person	rate

The rates for Defined Cost of design outside the Working Areas are

Response	Percentage
U.S. should take action	80%
U.S. should take action	75%
U.S. should take action	70%
U.S. should take action	65%
U.S. should take action	60%
U.S. should take action	55%
U.S. should take action	50%
U.S. should take action	45%
U.S. should take action	40%
U.S. should take action	35%
U.S. should take action	30%
U.S. should take action	25%
U.S. should take action	20%
U.S. should take action	15%
U.S. should take action	10%
U.S. should not take action	10%
U.S. should not take action	15%
U.S. should not take action	20%
U.S. should not take action	25%
U.S. should not take action	30%
U.S. should not take action	35%
U.S. should not take action	40%
U.S. should not take action	45%
U.S. should not take action	50%
U.S. should not take action	55%
U.S. should not take action	60%
U.S. should not take action	65%
U.S. should not take action	70%
U.S. should not take action	75%
U.S. should not take action	80%





The categories of design people whose travelling expenses to and from the Working Areas are included as a cost of design of the *works* and Equipment done outside the Working Areas are

As above table of rates
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