



Engineering and Construction Contract

OPTION C: TARGET CONTRACT WITH ACTIVITY SCHEDULE

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 [Redacted]
Print name ... [Redacted] Address: c/o Manley House,
Role ... [Redacted] 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

The Site Information is in

The *boundaries of the site* are

The *language of the contract* is

The *law of the contract* is the law of

The *period for reply* is except that

- The *period for reply* for is
- The *period for reply* for is

The following matters will be included in the Early Warning Register

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

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 to be met</i>	<i>key date</i>
(1)	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>
(2)	<input type="text" value="N/A"/>	<input type="text" value="N/A"/>
(3)	<input type="text" value="N/A"/>	<input type="text" value="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 *starting date* is

The *access dates* are

part of the Site

date

(1)

(2)

(3)

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

If the *Client* has decided the *completion date* for the whole of the *works*

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

4 Quality management

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

The period between Completion of the whole of the *works* and the *defects date* is

The *defect correction period* is except that

• The *defect correction period* for is

• The *defect correction period* for is

5 Payment

The *currency of the contract* is the

The *assessment interval* is

The *interest rate* is % per annum above the

rate of the 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	<input type="text" value="80"/> %	<input type="text" value="0 – below this threshold any further savings are allocated 100% to the Client"/> %
from	<input type="text" value="80"/> % to <input type="text" value="120"/> %	<input type="text" value="50"/> %
from	<input type="text"/> % to <input type="text"/> %	<input type="text"/> %
greater than	<input type="text" value="120"/> %	<input type="text" value="60"/> %

The exchange rates are those published in

on

(date)

6 Compensation events

The place where weather is to be recorded is

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:

The weather measurements are supplied by

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

and which are available from

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	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(3) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>

If additional insurances are to be provided

The *Client* provides these additional insurances

(1) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(2) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(3) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>

The *Contractor* provides these additional insurances

(1) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(2) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>
(3) Insurance against	<input type="text"/>
Minimum amount of cover is	<input type="text"/>
The deductibles are	<input type="text"/>

Resolving and avoiding disputes

	The <i>tribunal</i> is	<input type="text"/>
If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	<input type="text"/>
	The place where arbitration is to be held is	<input type="text"/>

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.		linked to the index for	
0.			
0.			
0.			
0.			
0.			
0.			
0.		non-adjustable	
1.00			

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)		
(2)		
(3)		
(4)		

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

section	description	amount per day
(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 works 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

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

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

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

X18: Limitation of liability

If Option X18 is used The *Contractor's* liability to the *Client* for indirect or consequential loss is limited to

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

The *Contractor's* liability for Defects due to its design which are not listed on the Defects Certificate is limited to

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

The *end of liability date* is 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)	<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 *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 days after the 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

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

Sites Identified within the Contract Data and Galliford Try Offices.
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The *key persons* are

Name (1)	<input type="text" value=""/>
Job	<input type="text" value=""/>
Responsibilities	<input type="text" value=""/>
Qualifications	<input type="text" value=""/>
Experience	<input type="text" value=""/>
Name (2)	<input type="text" value=""/>
Job	<input type="text" value=""/>
Responsibilities	<input type="text" value=""/>
Qualifications	<input type="text" value=""/>
Experience	<input type="text" value=""/>
Name (3)	<input type="text" value=""/>
Job	<input type="text" value=""/>
Responsibilities	<input type="text" value=""/>
Qualifications	<input type="text" value=""/>
Experience	<input type="text" value=""/>
Name (4)	<input type="text" value=""/>
Job	<input type="text" value=""/>
Responsibilities	<input type="text" value=""/>
Qualifications	<input type="text" value=""/>
Experience	<input type="text" value=""/>

The following matters will be included in the Early Warning Register

None

2 The Contractor's main responsibilities

If the Contractor is to provide The Scope provided by the Contractor for its design is in Scope for its design

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
2nd 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)

[REDACTED]

Address for communications

Galliford Try Construction - Environment
180 Aztec West
Almondsbury,
Bristol, BS32 4TU

Address for electronic communications

[REDACTED]

Name (2)

[REDACTED]

Address for communications

Galliford Try Construction - Environment
180 Aztec West
Almondsbury,
Bristol, BS32 4TU

Address for electronic communications

[REDACTED]

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	<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"/>
The Pricing Information is in	<input type="text"/>

Y(UK)1: Project Bank Account

If Option Y(UK)1 is used The *project bank* is

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 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