
Infrastructure Engineering Term Contract 2025

FORM OF AGREEMENT

WORCESTERSHIRE COUNTY COUNCIL

-and-

ALUN GRIFFITHS (CONTRACTORS) LIMITED

CONTRACT AGREEMENT

DATED 14 AUGUST 2025

THIS AGREEMENT BY DEED is made the.....14th..... day of.....AUGUST 2025

PARTIES:**BETWEEN**

1. **WORCESTERSHIRE COUNTY COUNCIL** of County Hall, Spetchley Road, Worcester. WR5 2NP (hereinafter called "*the Client*") which expression shall include its successors in title, transferees and permitted assignees;

AND

2. **ALUN GRIFFITHS (CONTRACTORS) LIMITED** a company incorporated in and in accordance with the laws of England having as its registered number 01493003 and its registered office at Waterways House Merthyr Road, Llanfoist, Abergavenny, Monmouthshire, United Kingdom, NP7 9PE (hereinafter called "*the Contractor*").

RECITALS

- (A) The *Client* wishes to appoint the *Contractor* to carry out and complete the following works: Highway infrastructure improvement and structures improvement and maintenance projects throughout the County of Worcestershire, the further details of which are set out in the document entitled A5-Scope, which is appended to this Contract Agreement. Such works are performed by the *Contractor* under individual project contracts ("*Individual Project Contracts*").
- (B) The *Contractor* has submitted their acceptance of a Direct Award dated 26th June 2025 in respect of the *Client's conditions of contract*, Scope, Contract Data and A4 Financial Submission - Adjusted by Clause Z14 PAF.
- (C) This Agreement operates to, amongst other things, expedite the conclusion of Individual Project Contracts by agreeing the terms and conditions that will apply to each Individual Project Contract, and to establish the process for agreeing the commercial terms for each Individual Project Contract.

OPERATIVE PROVISIONS

1. Definitions and Interpretation

In this Agreement by Deed unless the context otherwise requires, words and expressions shall have the same meaning as set out in the *conditions of contract*.

Any italicised term has the meaning given to it in the Contract Data.

2. The *conditions of contract* are the core clauses for the following main Option, the Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017.
- Main Option C.
 - Option for resolving and avoiding disputes W2.
 - Secondary Options X2, X4, X6, X7, X8, X9, X11, X13, X15, X16, X18, X21, X22, Y(UK)2, Y(UK)3 and Z.

Agreement by Deed

3. In consideration of the payment in accordance with the *conditions of contract*, the *Contractor* hereby covenants with the *Client* to Provide the Works and to maintain the Works until the *defects date* in accordance with this Agreement by Deed.

The documents forming part of this Deed are:

- a. the *conditions of contract*
 - b. the Contract Data Parts 1 and 2
 - c. the Scope
 - d. the Site Information
 - e. the financial submission
 - f. the *Contractor's* letter of acceptance
 - g. the insurance forms
 - h. the Contractor's Tender Quality Submission
- and all referenced appendices to these documents.

4. Individual Project Contracts

From the *starting date* for a period of eighteen months, Individual Project Contracts may be initiated and completed via the templates set out in the Scope (A5.02 Scope - Appendix 02 Individual Project Template and A5.08 Scope - Appendix 08 Project Specific Appendices to MCHW). Where the *Client* requires the provision of *works* in accordance with terms of this Agreement, it shall notify the *Contractor* in writing of the same, with such notice containing all necessary information which in the *Client's* reasonable opinion the *Contractor* will need to assess and price for the *works* in question. The *Client* and *Contractor* shall then meet in order to discuss and finalise the completion of the Individual Project Contracts pursuant to and in accordance with the individual Project Templates set out in (inter alia) Appendix 02 and Appendix 08 to the Scope.

5. The Parties agree and acknowledge that *Client* is under no obligation to instruct the performance of any *works* pursuant to the terms of this Agreement.
6. The several documents forming this Deed are to be taken as mutually explanatory of one another.
7. This Agreement shall take effect on the date hereof, and shall remain in effect until the date being eighteen months subsequent, unless terminated earlier in accordance with *the conditions of contract*.

Disputes

8. Any dispute or difference or question arising out of or in connection with the contract shall be resolved in accordance with the *conditions of contract*.
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Entire Agreement

6. This Agreement (together with the documents referred to in it) constitutes the entire Agreement between the *Client* and the *Contractor* in connection with the *works* and supersedes all prior discussion, representations, correspondence and agreements (whether oral or written) between the *Client* and the *Contractor* in connection with the *works*. Neither party has relied upon any warranty or representation except for any warranty or representation set out in this Agreement or any document referred to in it or in the *Contractor's* tender.

Delivered as a deed on the date of this document.

Executed as a deed by the

Contractor ALUN GRIFFITHS (CONTRACTORS) LTD

by affixing it's common seal
in the presence of:



The Common Seal of **Worcestershire
County Council** was hereunto affixed
in the presence of:



Director

SIMON DUNN

Director/Secretary

TIM JAMES

Thomas Pollock
Head of Commercial Law
(Legal & Governance)