

Contract Data Forms

June 2017

(with amendments October 2020)



Engineering and Construction Contract

EV00499 Dawdon Short Sea Outfall

OPTION B: PRICED CONTRACT WITH BILL OF QUANTITIES

Contract Data

PART ONE – DATA PROVIDED BY THE *CLIENT*

1 General

The *conditions of contract* are the core clauses, the clauses for main Option B, the following Option for resolving and avoiding disputes and secondary Options of the NEC4 Engineering and Construction Contract June 2017 (with amendments October 2020)

Option for resolving and avoiding disputes

W2

Secondary Options

X18, Y(UK)2

The *works* are

Repair and refurbishment of the Short Sea Outfall diffuser arrangements at the Dawdon MWTS.

The *Client* is

Name

The Coal Authority

Address for communications

200 Lichfield Lane, Mansfield, Nottingham,
NG18 4RG

Address for electronic communications

The *Project Manager* is

Name

Address for communications

200 Lichfield Lane, Mansfield, Nottingham,
NG18 4RG

Address for electronic communications

The *Supervisor* is

Name

TBC

Address for communications

Address for electronic communications

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

Marine License
 Sea bed conditions
 Weather conditions

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

3 Time

The *starting date* is

The *access dates* are

part of the Site	date
(1) All site areas	The starting date
(2)	
(3)	

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

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

06/10/2022

Taking over the *works*
Completion Date

The *Client* **is not** willing to take over the *works* before the 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 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 weeks

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

52 weeks

The *defect correction period* is

2 weeks

except that

• The *defect correction period* for

An emergency

is

24 hours

• The *defect correction period* for

is

5 Payment

The *currency of the contract* is the

Pounds sterling (£)

The *assessment interval* is

A calendar month

The *interest rate* is

2.5

% per annum (not less than 2) above the

base

rate of the

Nat West Bank

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

n/a

6 Compensation events

The place where weather is to be recorded is

Seaham (Durham) Met Office weather station

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:

Wind speed
Wave height

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

Seaham (Durham) Met Office weather station

and which are available from

The 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

Wave height 8.6m
Wind speed 26.4m/s

The *value engineering percentage* is 50%, unless another percentage is stated here, in which case it is

%

The *method of measurement* is

NRM2

If there are additional events

These are additional compensation events compensation

N/A

8 Liabilities and insurance

If there are additional *Client's* liabilities

These are additional *Client's* liabilities

(1)	None
(2)	
(3)	

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 events is

£10 Million

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

£10 Million

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

None

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	None
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	None
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	None
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	Arbitration
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If the *tribunal* is arbitration

The <i>arbitration procedure</i> is	The latest version of the Institution of Civil Engineers Arbitration Procedure in force when the arbitrator is appointed
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The place where arbitration is to be held is	Nottingham
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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 Institution of Civil Engineers

If Option W1 or W2 is used

The *Senior Representatives* of the *Client* are

Name (1)	
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Address for communications	The Coal Authority 200 Lichfield Lane Mansfield NG18 4RG
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Address for electronic communications

Name (2)

Address for communications

The Coal Authority
200 Lichfield Lane
Mansfield
NG18 4RG

Address for electronic communications

The *Adjudicator* is

Name

As appointed by the nominated body

Address for communications

Address for electronic communications

The *Adjudicator nominating body* is

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.

-

non-adjustable

-

1.00

-

~~The base date for indices is~~

-

~~These indices are~~

-

X3: Multiple currencies

If Option X3 is used ~~The Client will pay for the items or activities listed below in the currencies stated~~

items and activities	other currency	total maximum payment in the currency
-	-	-
-	-	-
-	-	-

~~The exchange rates are those published in~~

-

~~on~~ - (date)

X5: Sectional Completion

If Option X5 is used ~~The completion date for each section of the works is~~

section	description	completion date
(1)	-	-
(2)	-	-
(3)	-	-
(4)	-	-

X6: Bonus for early Completion

If Option X6 is ~~used~~
without Option X5

~~The bonus for the whole of the works is~~

- per day ~~used~~

If Option X6 is used with
Option X5

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

section	description	completion date
(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~~

- 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)	-	-
(2)	-	-
(3)	-	-
(4)	-	-
The delay damages for the remainder of the works are		-

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 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

-

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/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 (not used with Option F)

If Option X16 is

The *retention free* amount is

used

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 <i>Contractor's</i> liability to the <i>Client</i> for indirect or consequential loss is limited to	Three times the value of the works
	For any one event, the <i>Contractor's</i> liability to the <i>Client</i> for loss of or damage to the <i>Client's</i> property is limited to	Three times the value of the works
	The <i>Contractor's</i> liability for Defects due to its design which are not listed on the Defects Certificate is limited to	Three times the value of the works
	The <i>Contractor's</i> total liability to the <i>Client</i> for all matters arising under or in connection with the contract, other than excluded matters, is limited to	Three times the value of the contract
	The <i>end of liability date</i> is <input type="text" value="6"/> 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	<input type="text"/>
	A report of performance against each Key Performance Indicator is provided at intervals of	<input type="text" value="-"/> months

Y(UK)1: Project Bank Account

Charges made and interest paid by the project bank	The Contractor is/is not to pay any charges made and to be paid any interest paid by the project bank (Delete as applicable)
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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 <input type="text" value="21"/> days after the date on which payment becomes due
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Y(UK)3: The Contracts (Rights of Third Parties) Act 1999

If Option Y(UK)3 is used	term	beneficiary
	<input type="text" value="-"/>	<input type="text" value="-"/>
	<input type="text" value="-"/>	<input type="text" value="-"/>
	<input type="text" value="-"/>	<input type="text" value="-"/>
	<input type="text" value="-"/>	<input type="text" value="-"/>
If Y(UK)3 is used with Y(UK)1 the following entry is added to the table for Y(UK)3	term	beneficiary
	The provisions of Options Y(UK)1	Named Suppliers

Z: Additional conditions of contract

If Option Z is used

The *additional conditions of contract* are

Amendments to contract and Z clauses

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 *working areas* are

The *key persons* are

Name (1)

Job

Responsibilities

Qualifications

Experience

Name (2)

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

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

5 Payment

The *bill of quantities* is

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

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

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"/>

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

category of person	rate

The categories of design people whose travelling expenses to and from the Working Areas are included in Defined Cost are

The conditions of contract are the clauses of the NEC4 NEC4 Engineering and Construction Contract (2017) (together the “Contract”) as appropriate and amended as detailed below.

Exchange of information	Z1	The <i>Contractor</i> shall notify the <i>Client</i> of any prosecution or intended prosecution and/or of any notification of breach of Statutory Requirements or common law duties, which affects or may affect the performance of the Contract, immediately upon becoming aware of any such instance. The <i>Contractor</i> shall allow the <i>Client</i> to inspect any records or other documentation, either electronic or paper required under any Statutory Requirements or as otherwise requested by the <i>Client</i> .
Entire Agreement	Z2	Each party acknowledges that it does not enter into the Contract in reliance on any warranty, representation or undertaking other than those contained in the Contract provided that this shall not exclude any liability which either party would otherwise have to the other party in respect of any statements made fraudulently by that party prior to the date of the Contract.
Intellectual Property	Z3	<p>The <i>Contractor</i> grants to the <i>Client</i> an irrevocable royalty free non-exclusive licence to copy and use any material, designs, documents, reports, drawings, specifications, calculations, data and any other material provided or produced by the <i>Contractor</i> in connection with the performance of its duties under the Contract (“Material”).</p> <p>The <i>Contractor</i> shall indemnify the <i>Client</i> against any costs, damages, expenses, losses or royalties arising out of proceedings brought against the <i>Client</i> by any third party in respect of any Material used or provided by the <i>Contractor</i> in connection with the performance of its duties under the Contract, and the <i>Contractor</i> shall, at its own expense, provide all such assistance and execute all such deeds and documents as the <i>Client</i> or its authorised agents may reasonably require in order to defend such proceedings.</p>
Application of TUPE on Termination	Z4	Does not apply.
Freedom of Information	Z5	The <i>Contractor</i> acknowledges that the <i>Client</i> is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act 2000 and the Environmental Information Regulations, and shall assist and cooperate with the <i>Client</i> (at the <i>Contractors</i> expense) to enable the <i>Client</i> to comply with any information disclosure requirements.

Right of Audit	Z6	For the purpose of the examination and certification of the Coal Authority accounts, or any examination pursuant to section 6(1) of the National Audit Act 1983 or any re-enactment thereof of the economy, efficiency and effectiveness with which the Coal Authority has used its resources, the <i>Contractor</i> shall agree that the Comptroller and Auditor General may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the <i>Contractor</i> and may require the <i>Contractor</i> to produce such oral or written explanations as he considers necessary. For the avoidance of doubt it is hereby declared that the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 or any re-enactment thereof in relation to the <i>Contractor</i> is not a function exercise under the Contract. The <i>Contractor</i> shall agree that the <i>Client</i> , or its appointed agent shall be allowed to examine such documents as required to ensure that the works and services are being performed correctly and the protection of the <i>Client's</i> interest.
Recovery of Sums due from the Contractor	Z7	Whenever under the Contract a sum of money is recoverable by the <i>Client</i> from, or payable by the <i>Client</i> to the <i>Contractor</i> , the sum may be deducted from, or reduced by, the amount of any sum then due (or which may at any time afterwards become due) to, or from, the <i>Contractor</i> under the Contract.
Confidentiality	Z8	Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as is required for the purposes of carrying out its obligations under the Contract; as permitted by law, court order or any governmental or regulatory authority; or to its solicitors for advice in relation to the Contract.
Assignment	Z9	Either Party notifies the other Party if they intend to transfer the benefit of the contract or any rights under it. The <i>Client</i> does not transfer a benefit or any rights if the party receiving the benefit or right does not intend to act in a spirit of mutual trust and co-operation.