



# Engineering and Construction Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

## Contract Data Forms

June 2017

(with amendments January 2019)

**Framework Contract for Minewater Treatment  
Works Design, Build, Refurbishments & Minor  
Works**

**Gwindra Minewater Treatment Pilot Scheme  
Construction**

**Contract Ref: CA18/4953**

**Framework Ref: CA18/2/1/6 – Lot 2**

# 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)

Option for resolving and avoiding disputes W2

Secondary Options Y(UK)2, X18 (3 times contract value)

The *works* are Construction of stage 1 of a large scale Vertical Flow Reactor pilot mine water treatment scheme.

The *Client* is

Name The Coal Authority

Address for communications The Coal Authority  
200 Lichfield Lane  
Mansfield  
NG18 4RG

Address for electronic communications

The *Project Manager* is

Name

Address for communications The Coal Authority  
200 Lichfield Lane  
Mansfield  
NG18 4RG

Address for electronic communications

The *Supervisor* is

Name TBC

Address for communications TBC

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

(1) COVID-19 economic impact

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

~~condition to be met~~

~~key date~~

(1)	<input type="text"/>	<input type="text" value="-"/>
(2)	<input type="text"/>	<input type="text" value="-"/>
(3)	<input type="text"/>	<input type="text" value="-"/>

## 3 Time

The *starting date* is

The *access dates* are

	part of the Site	date
(1)	All site areas	On <i>starting date</i>
(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

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

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

2 weeks

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

52 weeks

The *defect correction period* is

4 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

Monthly

The *interest rate* is

5

% per annum (not less than 2) above the

base

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

30 days

## 6 Compensation events

The place where weather is to be recorded is

Cardinham, Bodmin (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 0900 hours GMT

and these measurements:

--

The *weather measurements* are supplied by

The Met Office

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

which were recorded at

Cardinham, Bodmin (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

--

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

None

## 8 Liabilities and insurance

If there are additional  
*Client's* liabilities

These are additional *Client's* liabilities

- (1)
- (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 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

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 *tribunal* is

If the *tribunal* is arbitration

The *arbitration procedure* 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

Address for electronic communications

Name (2)

Address for communications

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

Institution of Civil Engineers

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

<i>section</i>	<i>description</i>	<i>completion date</i>
(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

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 

-
---

 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)	-	-
(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	<div>-</div>
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### **X14: Advanced payment to the Contractor**

If Option X14 is used	The amount of the advanced payment is	<div>-</div>
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The period after the Contract Date from which the Contractor repays the instalments in assessments is	<div>-</div>
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The instalments are (either an amount or a percentage of the payment otherwise due)	<div>-</div>
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Advanced payment bond	-An advanced payment bond <u>is/is not</u> required (Delete as applicable)
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### 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

Three times the value of the works

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

Three times the value of the works

The Contractor's 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 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

Three times the value of the works

The end of liability date is

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

A ~~report of performance against each Key Performance~~  
Indicator is provided at intervals of  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)

## ~~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
	<input type="text" value="-"/>	<input type="text" value="There are no 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="-"/>

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

## ~~Z: Additional conditions of contract~~

If Option Z is used The ~~additional conditions of contract~~ are

Coal Authority Framework Contract for Minewater Treatment Works Design, Build, Refurbishments & Minor Works

Amendments to contract and Z clauses

Stage one works as detailed within EV00069 Gwindra MWTS ECC - Scope STAGE 1 and EV00069 Activity Schedule Gwindra MWTS Pilot STAGE 1 to be completed in the financial period 2021/2022.

## 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

nmcn PLC

## Address for communications

Nunn Close,  
The County Estate,  
Huthwaite,  
Sutton-in-Ashfield,  
Nottinghamshire,  
NG17 2HW

## Address for electronic communications

The *fee percentage* is

		%
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
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99		
100		

The *working areas* are

All Client and nmcn sites, offices and workshops and other locations to allow remote or home working.

The *key persons* are

Name (1)

Job

Regional Director

## Responsibilities

## Regional leadership and strategy

## Qualifications

HND

## Experience

## 30+ Years

Name (2)

Job

## Commercial Manager

## Responsibilities

## Commercial Management

## Qualifications

MRICS BSc

## Experience

## 30+ Years

The following matters will be included in the Early Warning Register

[illegible]

## 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

## 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*

## 5 Payment

The *activity schedule* is

EV00069 Activity  
Schedule Gwindra  
MWTS Pilot - Gwindra  
Phased split Rev0 (1)

The tendered total of the Prices is

£68,470.25

## Resolving and avoiding disputes

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

Name(1)

Address for communications

Unit D Plymouth Trade Park  
Macadam Road, Cattedown,  
Plymouth  
PL4 0RU

Address for electronic communications

Name(2)

Address for communications

Latham Park,  
Saint Blazey Road,  
Par, Cornwall  
PL24 2HY

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

930 Millennium Business Park  
Birchwood Boulevard  
Birchwood  
Warrington  
WA3 7QN

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

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



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