



# Professional Service Short Contract

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## Contract Data Forms

June 2017

(with amendments October 2020)

# Short Contract

A contract between

THE COAL AUTHORITY

and

for

LANDSLIDE AND ASSOCIATED TIPS CONSULTANCY,  
BLAENCWM WALES

## Contract Forms

### Contract Data

The *Consultant's* Offer  
The *Client's* Acceptance  
Price List  
Scope

### Conditions of Contract

### Additional documentation

Appendix 1 – Invitation to Tender (ITT)  
Appendix 2 – Service Specification and Scope of Works  
Appendix 4a – NEC4 PSSC Z Clauses  
Appendix 5 – Schedule of Rates  
Appendix 6 GDPR Schedule C Data Processing

### Supporting Documentation

T07-2021-05-01-Blaencwm\_Monitoring-Report\_redacted.pdf  
T07-2022-07-12-Blaencwm Laser Scanning Report\_redacted.pdf  
T07-2022-10-27-Blaencwm Inspection Report\_redacted.pdf  
T07-2022-10-27-Tydraw Hazard Report\_redacted.pdf  
T07-2022-11-17-Blaencwm Condition Report 2022\_redacted.pdf  
T07-2022-11-17-Blaencwm\_Inspection\_Plan\_redacted.pdf  
T07-2022-11-17-Tydraw\_Inspection\_Plan\_redacted.pdf  
T07-2023-01-10-Location Plan 1.pdf  
T07-2023-01-10-Location Plan 2.pdf

Notes about the contract are printed in boxes like this one. They are not part of the contract.

# Contract Data

## The *Client's* Contract Data

The *Client* is

Name THE COAL AUTHORITY

Address for communications 200 LICHFIELD LANE, MANSFIELD, NG18 4RG

Address for electronic communications THECOALAUTHORITY@COAL.GOV.UK

The *service* is MONITORING LANDSLIDE AND ASSOCIATED MINING SPOIL WASTE TIPS AND SURROUNDING PROPERTIES INCLUDING REPAIRS WITHIN BLAENCWM, WALES. THE CONTRACT IS BEING ESTABLISHED TO FACILITATE ISSUES ARISING FROM PAST MINING ACTIVITIES.

The *starting date* is 01 July 2023

The *completion date* is 31 June 2028

The *delay damages* are £0 per day

The *law of the contract* is LAW OF ENGLAND AND WALES

The *period for reply* is Two weeks

The *defects date* is TWENTY SIX weeks after Completion

The *assessment day* is the FIRST DAY of each month

Work is to be carried out on a time charge basis (delete as applicable)

The United Kingdom Housing Grants, Construction and Regeneration Act (1996) does/does not apply (delete as applicable)

The *Adjudicator* is

Name appointed in accordance with this contract

Address for communications

Address for electronic communications



# Contract Data

## The *Client's* Contract Data

The interest rate on late payment is  % per complete week of delay.

**Insert a rate only if a rate less than 0.5% per week of delay has been agreed.**

The *Client* provides this insurance

NO

**Only enter details here if the *Client* is to provide insurance.**

The *Consultant* provides the following insurance cover

INSURANCE AGAINST	MINIMUM AMOUNT OF COVER	PERIOD FOLLOWING COMPLETION OR EARLIER TERMINATION
Liability of the <i>Consultant</i> for claims made against it arising out of the <i>Consultant's</i> failure to use the skill and care normally used by professionals providing services similar to the <i>service</i> .	<b>£500,000 (FIVE HUNDRED THOUSAND POUNDS)</b> in respect of each claim, without limit to the number of claims	SIX YEARS
Loss of or damage to property and liability for bodily injury to or death of a person (not an employee of the <i>Consultant</i> ) arising from or in connection with the <i>Consultant</i> Providing the Service.	<b>£5,000,000 (FIVE MILLION POUNDS)</b> in respect of each event, without limit to the number of events	N/A
Liability for death of or bodily injury to employees of the <i>Consultant</i> arising out of and in the course of their employment in connection with the contract	<b>£5,000,000 (FIVE MILLION POUNDS)</b> in respect of each event, without limit to the number of events	N/A

The *Consultant's* total liability to the *Client* which arises under or in connection with the contract is limited to

£500k as defined by additional condition of contract Z29

The *Adjudicator nominating body* is

Institution of Civil Engineers

The *tribunal* is

ADJUDICATION

If the *tribunal* is arbitration, the arbitration procedure is

NOT APPLICABLE

# Contract Data

## The *Client's* Contract Data

The *conditions of contract* are the NEC4 Professional Service Short Contract June 2017 (with amendments October 2020) and the following additional conditions

**Only enter details here if additional conditions are required.**

CLAUSES Z1 – Z35 AS PER APPENDIX 4A – ADDITIONAL CONDITIONS OF CONTRACT WITH AGREED AMENDMENTS AS BELOW ;

Z25 amends clauses 11.2(1) and (2), but the references therein to clause 21.2 should instead refer to clause 20.1.

Z26 purports to delete/replace clauses 21.1 and 21.2, but these should instead delete/replace clauses 20.1 and 20.2

Z28 purports to delete/replace clause 80.1 but this is erroneous and in fact is added as a new clause 70A.

Z29 refers to deleting/replacing clause 82.1 of the PSSC. This should instead refer to clause 84.1.

Z30 purports to add new clause 83.1, but this should instead refer to a new clause 85.1.

# Contract Data

## The Consultant's Contract Data

The Consultant is

Name **Jacobs UK Ltd**

Address for communications **Churchill House, Churchill Way, Cardiff, CF10 2HH**

Address for electronic communications

The fee percentage is  %

The people rates are [AS PER APPENDIX 5 – SCHEDULE OF RATES AND AGREED RATES](#)

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

If the work is to be carried out on a time charge basis the Consultant includes people rates for its own people and people provided by a subcontractor

The key persons are

Name (1)

Job

Responsibilities

Qualifications

Experience

**Senior Associate Director**

**Blaencwm PM and Delivery**

**See CV included in Q6.1**

**See Response in Q 6.1**

Name (2)

Job

Principal Engineering Geologist

Responsibilities

Blaencwm Delivery

Qualifications

See Response in Q 6.1

Experience

See Response in Q 6.1



# The Consultant's Offer and Client's Acceptance

The *Consultant* offers to Provide the Service in accordance with these *conditions of contract* for an amount to be determined in accordance with these *conditions of contract*.

The offered total of the Prices is

AS PER APPENDIX 5 - SCHEDULE OF RATES

Enter the total of the Prices from the Price List. If all work is to be carried out on a time charge basis, enter 'Not Applicable'

Signed on behalf of the *Consultant*

Name

Position

Vice President

Signature

Date

04/07/23

The *Client* accepts the *Consultant's* Offer to Provide the Service

Signed on behalf of the *Client*

Name

Position

HEAD OF PROCUREMENT

Signature

Date

22 August 2023



# Price List

Entries in the first four columns are made either by the *Client* or the tenderer

For each row:

- If the *Consultant* is to be paid an amount for the item which is not adjusted if the quantity of work in the item changes, the tenderer enters the amount in the Price column only.
- If the *Consultant* is to be paid an amount for the item of work and which is the rate for the work multiplied by the quantity completed, the tenderer enters the rate which is then multiplied by the expected quantity to produce the Price, which is also entered.
- If the work is to be paid on a time charge basis, only expenses should be included.

Costs incurred by the *Consultant* other than the listed expenses are included in the Rates and Prices and the People Rates. If expenses are paid at cost, then 'at cost' should be entered into the Rate column.

Delete or strike through unused rows.

ITEM NUMBER	DESCRIPTION	UNIT	EXPECTED QUANTITY	RATE	PRICE
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-

The total of the Prices

NA

## EXPENSES

-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-

The method and rules used to compile the Price List are

AS PER APPENDIX 5 - SCHEDULE OF RATES

# Scope

The Scope should be a complete and precise statement of the *Client's* requirements. If it is incomplete or imprecise, there is a risk that the *Consultant* will interpret it differently from the *Client's* intention. Information provided by the *Consultant* should be listed in the Scope only if the *Client* is satisfied that it is required, is part of a complete statement of the *Client's* requirements and is consistent with other parts of the Scope.

## 1 Purpose of the service

Provide a brief summary of why the *service* is being commissioned and what it will be used for.

PLEASE REFER TO APPENDIX 2 – SERVICE SPECIFICATION AND SCOPE OF WORKS DOCUMENT AND SUPPORTING DOCUMENTATION AS LISTED ABOVE ON PAGE 1 OF THIS DOCUMENT.

## 2 Description of the service

Give a complete and precise description of what the *Consultant* is required to do.

PLEASE REFER TO APPENDIX 2 – SERVICE SPECIFICATION AND SCOPE OF WORKS DOCUMENT AND SUPPORTING DOCUMENTATION AS LISTED ABOVE ON PAGE 1 OF THIS DOCUMENT.

# Scope

## 3 Existing information

List existing information which is relevant to the service. This can include documents which the *Consultant* is to further develop.

PLEASE REFER TO APPENDIX 2 – SERVICE SPECIFICATION AND SCOPE OF WORKS DOCUMENT AND SUPPORTING DOCUMENTATION AS LISTED ABOVE ON PAGE 1 OF THIS DOCUMENT.

## 4 Specifications and standards

List the specifications and standards that apply to the contract.

PLEASE REFER TO APPENDIX 2 – SERVICE SPECIFICATION AND SCOPE OF WORKS DOCUMENT AND SUPPORTING DOCUMENTATION AS LISTED ABOVE ON PAGE 1 OF THIS DOCUMENT.

# Scope

## 5 Constraints on how the *Consultant* Provides the Service

State any constraints on sequence and timing of work and on method and conduct of work including the requirements for any work by the *Client*.

PLEASE REFER TO APPENDIX 2 – SERVICE SPECIFICATION AND SCOPE OF WORKS DOCUMENT AND SUPPORTING DOCUMENTATION AS LISTED ABOVE ON PAGE 1 OF THIS DOCUMENT.



# Scope

## 6 Requirements for the programme

**State whether a programme is required and, if it is, state what form it is to be in, what information is to be shown on it, when it is to be submitted and when it is to be updated.**

PLEASE REFER TO APPENDIX 2 – SERVICE SPECIFICATION AND SCOPE OF WORKS DOCUMENT AND SUPPORTING DOCUMENTATION AS LISTED ABOVE ON PAGE 1 OF THIS DOCUMENT.

# Scope

## 7 Information and other things provided by the *Client*

Describe what information and other things the *Client* is to provide and by when. Information is that which is not currently available, but will become available during the contract. Other things could include access to a person, place (such as office space or a site) or the *Client's* information technology systems.

ITEM	DATE BY WHICH IT WILL BE PROVIDED
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PLEASE REFER TO APPENDIX 2 – SERVICE SPECIFICATION  
AND SCOPE OF WORKS DOCUMENT AND SUPPORTING  
DOCUMENTATION AS LISTED ABOVE ON PAGE 1 OF THIS  
DOCUMENT.