



Engineering and Construction Contract

OPTION A: PRICED CONTRACT WITH ACTIVITY SCHEDULE

Contract Data Forms

June 2017

(with amendments January 2019)

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

X2, X11, X15, X18, X21 & Y(UK)2

The *works* are

Design of reed bed one bypass.
Construction of reed bed one bypass.

The *Client* is

Name

The Coal Authority

Address for communications

200 Lichfield Lane,
Mansfield.
Notts
NG18 4RG

Address for electronic communications

The *Project Manager* is

Name

TBC

Address for communications

Address for electronic communications

The *Supervisor* is

Name

TBC

Address for communications

Address for electronic communications

The Scope is in

27.07.2021 EV00448 Pool Farm Reed Bed One Bypass
Design & Build ECC Scope

The Site Information is in

EV00448 Pool Farm Reed Bed One Bypass Site
Information

The *boundaries of the site* are

The *language of the contract* is

English

The *law of the contract* is the law of

England and Wales

The *period for reply* is

Two Weeks

except that

• The *period for reply* for

Design approval

is

Three weeks

• The *period for reply* for

is

The following matters will be included in the Early Warning Register

- (1) Ecological constraints – notably Badgers
- (2) Winter working
- (3) COVID Impact
- (4) Operational impacts
- (5) Topographical survey issued during tender is incorrect causing a change in the permanent design.
- (6) As-built information provided during tender is incorrect causing a change in the permanent design.
- (7) Insufficient information regarding the implications posed by the existing mineshafts zone of influences issued during tender. Unknown implications to permanent design, temporary works and construction methodology.

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

Two weeks

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) Reed bed one bypass completed

25th March 2022

(2)

(3)

3 Time

The *starting date* is

6th August 2021

The *access dates* are

part of the Site

date

(1) All Site Area's

On Starting Date

(2)

(3)

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

Five 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

26th May 2022

Taking over the *works*
before the Completion
Date

The *Client* is/is not willing to take over the *works* before
the Completion Date (Delete as applicable)

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

Four Weeks

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

Fifty Two Weeks

The *defect correction period* is

Four Weeks

except that

• The *defect correction period* for

Elements that
affect the
operation of the
site or discharge
quality

is

Twenty Four Hrs.

• The *defect correction period* for

is

5 Payment

The *currency of the contract* is the

Pound Sterling (£)

The *assessment interval* is

A Calendar Month

The *interest rate* is

2.5

% per annum (not less than 2) above the

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

6 Compensation events

The place where weather is to be recorded is

Livingston Mill, West Lothian
(55.885, -3.545)

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:

--

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

Livingston Mill, West Lothian
(55.885,-3.545)

and which are available from

09:00

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

The Contractor shall include for working as per the Government guidance (UK and Scottish where applicable) as stated at the date of issue of Contract Documents for pricing. Any changes to these post award shall be a Compensation Event.

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	<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" value="None"/>
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" value="Arbitration"/>
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If the <i>tribunal</i> is arbitration	The <i>arbitration procedure</i> is	<input type="text" value="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	<input type="text" value="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

<input type="text" value="Institution of Civil Engineers"/>

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

Name (1)	<input type="text" value=""/>
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Address for communications	<input type="text" value="Coal Authority
200 Lichfield Land
Mansfield
NG18 4RG"/>
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Address for electronic communications	<input type="text" value=""/>
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Name (2)	<input type="text" value=""/>
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Address for communications	<input type="text" value="Coal Authority
200 Lichfield Land
Mansfield
NG18 4RG"/>
----------------------------	---

Address for electronic communications	<input type="text" value=""/>
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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)	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>
(2)	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>
(3)	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>
(4)	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>

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)	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>
(2)	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>
(3)	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>
(4)	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>
The bonus for the remainder of the works is		<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>

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)	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>
(2)	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>
(3)	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>
(4)	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>	<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>
The delay damages for the remainder of the works are		<div style="border: 1px solid black; height: 20px; text-align: center;">-</div>

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

Six Years

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

£5 Million

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

Six Years

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 contract Value

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

£10 Million

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

Three times contract Value

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 contract value

The *end of liability date* is

Six

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="-"/>
	<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

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

JN Bentley Ltd

Address for communications

Keighley Road
Skipton
BD23 2QR

Address for electronic communications

[REDACTED]

The *fee percentage* is

[REDACTED] %

The *working areas* are

The Site, contractor's operational office,
contractor's main office, client office

The *key persons* are

Name (1)

[REDACTED]

Job

Contracts Manager

Responsibilities

Overall responsibility for successful
delivery

Qualifications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Experience

[REDACTED]
[REDACTED]

Name (2)

[REDACTED]

Job

Site Manager

Responsibilities

Day to day management of the project

Qualifications

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Experience

[REDACTED]
[REDACTED]
[REDACTED]

The following matters will be included in the Early Warning Register

Weather
Ground conditions
COVID-19
Ecology
Condition of the existing culvert
Ground conditions unknown
Quantity of the sludge to be removed off site
Chemical analysis of the sludge to be removed off site
Quality of the final effluent – current and future chemical dosing requirements
Quality of final effluent – treatment capability of reed bed post acceptance of Project Manager

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

21-07-30 Pool Farm
Tender Programme

If the *Contractor* is to decide the *completion date* for the whole of the *works* The *completion date* for the whole of the *works*

25/05/2022

5 Payment

The *activity schedule* is

21-07-
08_Pool_Farm_Activity_
Schedule_Bypass_only_
-FINAL

The tendered total of the Prices is

£293,997.89

Resolving and avoiding disputes

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

Name(1)

Address for communications

JN Bentley Ltd
Keighley Road
Skipton
North Yorkshire
BD23 2QR

Address for electronic communications

Name(2)

Address for communications

JN Bentley Ltd
Keighley Road
Skipton
North Yorkshire
BD23 2QR

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 – See JNB framework agreement Lot_2_Pricing_Sheet.xlsx

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 – See JNB framework agreement

Lot_2_Pricing_Sheet.xlsx

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